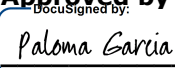
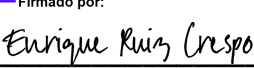

Dated: 24 November 2025

MARCH RAIF SA SICAV-RAIF

A reserved alternative investment fund (*fonds d'investissement alternatif réservé*) with multiple compartments incorporated as a public limited liability company (*société anonyme*) under the laws of the Grand Duchy of Luxembourg

Issuing document

Approved by the Board DocuSigned by:  Name: Paloma Garcia Title: Manager Date:	Firmado por:  Name: Enrique Ruiz Crespo Title: Manager Date:
Acknowledged by the AIFM Signed by:  Name: Francisco Garcia Figueroa Title: Conducting Officer Date:	Signed by:  Name: Sergio Romero Title: Conducting Officer Date:

Important Note:

This Issuing Document is submitted to a limited number of prospective investors on a confidential basis. Each prospective investor undertakes that neither it nor any of its employees or advisers will use the information contained herein and in any other documents referred to herein for any purpose other than for evaluating its interest in the RAIF, or divulge such information to any other party. This Issuing Document will not be photocopied, reproduced or distributed to others without the prior consent of the board of directors of MARCH RAIF SA SICAV-RAIF.

IMPORTANT INFORMATION: MARCH RAIF SA SICAV-RAIF IS NOT SUBJECT TO SUPERVISION BY A LUXEMBOURG SUPERVISORY AUTHORITY.

This Issuing Document does not represent an offer or solicitation of an offer to purchase shares or any other securities to any person in any jurisdiction in which an offer or solicitation is not authorised. This is a confidential document that is not to be made available to third parties and in particular must not be available to the public nor be made available in jurisdictions where this would be contrary to local laws and regulations.

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BACKGROUND

Terms used herein shall have the meaning attributed to them in the definitions below, unless otherwise mentioned.

MARCH RAIF SA SICAV-RAIF is a public limited company (*société anonyme*) organized as an investment company with variable share capital – reserved alternative investment fund) (*société d'investissement à capital variable - fonds d'investissement alternatif réservé*) with one or more Compartments incorporated in 10 May 2023 before Me Laurent METZLER and existing under the laws of the Grand Duchy of Luxembourg.

The RAIF is an opened ended structure and the Shareholders are granted the possibility to request the RAIF to redeem their Shares at such dates and under such terms as determined by the Board.

The RAIF is duly organized under the RAIF Law. The sale and holding of the Shares of the RAIF is restricted to professional investors within meaning of article 1(53) AIFM Law.

This Issuing Document may not be used for the purpose of offering and promoting sales in any country or under any circumstances where such offers or promotions are not authorised. No person is authorised to give any information or make any representations other than those contained in this Issuing Document or in the documents indicated herein, which are available for inspection. The Board accepts responsibility for the accuracy of the information contained in this Issuing Document on the date of publication.

The Issuing Document may be updated in order to reflect amendments which may be significant. Consequently, subscribers are advised to contact the RAIF, to inquire whether a more recent Issuing Document has been published.

Subscribers are also advised to seek professional advice on the laws and regulations (such as those on taxation and exchange controls) applicable to the subscription, purchase, holding and selling of Shares in the location of their registered office or residence.

Holding and storing personal data in relation to the investors is necessary to enable the AIFM, as further described, to fulfil the services required by the investors and to comply with its legal and regulatory obligations. By subscribing the Shares of the RAIF, the investors understand and acknowledge, as further detailed in Section 33 "Data Protection Policy", that their personal data be stored, changed, gathered, recorded, treated, otherwise used by or transferred and disclosed: (i) to the Board (ii) to the AIFM, the Administrative Agent, the Depositary and other parties which intervene in the process of the business relationship (*e.g.* external processing centres, dispatch or payment agents); or (iii) when required by law or regulation (Luxembourg or otherwise). Appropriate technical and organisational measures have been taken to ensure confidentiality of the personal data transmitted to the AIFM and to ensure a level of security appropriate to the risk.

The Reference Currency is Euro (EUR) and all the financial statements of the RAIF will be presented in Euro.

This Issuing Document and the latest available audited annual report shall on request be supplied to subscribers free of charge.

1. DEFINITIONS AND INTERPRETATION

All references in the Issuing Document to:

"1915 Law"	refers to the Luxembourg law of 10 August 1915 on commercial companies, as amended from time to time
"Administrative Agent and Registrar and Transfer Agent Agreement"	has the meaning set forth in clause 5.2.1
"AIFM"	Alternative Investment Fund Manager as appointed by the Board of the RAIF, namely MARCH RAIF SA SICAV-RAIF. or such other person as may be appointed alternative investment fund manager of the RAIF
"AIFM Directive"	refers to the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers
"AIFM Law"	refers to the Luxembourg law of 12 July 2013 on alternative investment fund managers, as may be amended from time to time
"AIFM Regulation"	refers to the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers - with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision
"AIFM Rules"	refers to the corpus of rules formed by the AIFM Law (implementing the AIFM Directive) and the AIFM Regulations and any binding acts and regulations issued from time to time by the EU relevant authorities pursuant to the AIFM Directive and/or the AIFM Regulations
"AIFM Agreement"	refers to the alternative investment fund management agreement entered into between the RAIF, and the AIFM
"Approved Statutory Auditor"	refers to Deloitte S.A. or such other person as may be appointed auditor of the RAIF
"Articles"	refers to the articles of incorporation of the RAIF, as may be amended from time to time
"ATAD 1"	refers to Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market
"ATAD 2"	refers to Council Directive (EU) 2017/952 of 29 May 2017 amending ATAD 1

"ATAD 3"	refers proposal for a Council Directive laying down rules to prevent the misuse of shell entities for tax purposes and amending the DAC 6
"Base Currency"	refers to the currency in which a Compartment is expressed
"Board"	refers to board of directors of the RAIF, responsible for its management and administration
"Business Day"	refers to any full day on which banks are open for business in Luxembourg
"Central Administrative Agent"	has the meaning set forth in clause 5.2.1
"Class of Shares"	each class of shares as the relevant Compartment may issue from time to time
"Compartment"	refers to a compartment of the RAIF
"Confidential Information"	has the meaning set forth in clause 34.1
"CRS"	Common Reporting Standard as approved by the OECD Council on 15 July 2014
"CRS Law"	refers to the Luxembourg law of 18 December 2015 on automatic exchange of information and the Luxembourg law of 23 July 2016 on automatic exchange of information in the field of taxation
"CNPD"	the <i>Commission Nationale pour la Protection des données</i>
"Counterparty"	has the meaning set forth in clause 10.8.1.11
"DAC 6"	refers to Council Directive (EU) 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation and repealing Directive 77/799/EEC
"Data Controller"	has the meaning set forth in clause 33.1
"Data Transfer"	has the meaning set forth in clause 34.1
"Depository Agreement"	has the meaning set forth in clause Error! Reference source not found.
"Depository and Paying Agent"	has the meaning set forth in clause 5.1
"Eligible Investors"	refers to professional investors within meaning of article 1(53) AIFM Law
"EMIR"	Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories
"EU"	refers to the European Union
"EUR" or "Euro"	refers to the currency of the Member States of the European Monetary Union

"Euro-CRS Directive"	refers to Council Directive 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation
"ETFs"	refers to exchange traded funds
"FATCA"	refers to the U.S. Foreign Account Tax Compliance provisions of the U.S. Hiring Incentives to Restore Employment Act enacted in March 2010
"FATCA Law"	refers to the Luxembourg law of 24 July 2015 approving the Luxembourg IGA
"FATCA reportable accounts"	has the meaning set forth in clause 26.1
"FDI"	refers to financial derivative instruments
"FI" or "FFI" or "Foreign Financial Institution"	refers to foreign financial institution(s) in the sense of the Luxembourg IGA
"Fund of Funds"	refers to any Investment Fund, the investment objective of which is to invest primarily in a diversified portfolio of shares or units issued by other Investment Funds
"GDPR"	EU Regulation 2016/679 dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
"Investment Committee"	has the meaning set forth in clause 4.2 "Investment Committee"
"Investment Advisor"	refers to any service provider appointed from time to time by the Investment Manager to provide investment advisory and management support services for the benefit of one or several Compartments, as described in the relevant Supplement(s)
"Investment Manager"	has the meaning set forth in clause 6.1
"Investors"	Eligible Investors that have subscribed or committed to subscribe for Shares
"IRS"	refers to the Internal Revue Service
"Issuing Document"	refers to the present issuing document of the RAIF, as may be amended from time to time
"LUX GAAP"	refers to the Luxembourg Generally Accepted Accounting Principles
"Luxembourg IGA"	refers to a Model 1 intergovernmental agreement entered into between the government of the United States of America and the government of the Grand Duchy of Luxembourg on 28 March 2014
"Law"	refers to the laws of the Grand Duchy of Luxembourg

"Managed Account"	refers to a separate account which is managed on behalf of a Compartment by a Portfolio Manager
"Member State"	refers to a member State of the European Union
"Multilateral Agreement"	has the meaning set forth in clause 25.4
"Net Asset Value" or "NAV"	refers to the net asset value as described in the "Net Asset Value" Section of the issuing document
"OECD"	refers to the Organisation for Economic Cooperation and Development
"Open-ended"	that Shares of the RAIF are redeemable at the request of the relevant Shareholders
"Personal Data"	has the meaning set forth in clause 33.2
"Portfolio Manager"	refers to any asset manager to which the management of a portion of the assets of a Compartment is entrusted through the investment in an Investment Fund, a Fund of Funds or a Managed Account, if applicable
"RAIF"	MARCH RAIF SA SICAV-RAIF
"RAIF Law"	refers to the Luxembourg law of 23 July 2016 on reserved alternative investment funds, as amended from time to time
"Regulated Market"	refers to a market that operates regularly and is recognised and open to the public (which includes reference to stock exchanges)
"Related Shareholders"	has the meaning set forth in clause 34.1
"Reporting Financial Institution"	refers to an entity subject to due diligence and reporting obligation under CRS
"RESA"	refers to the <i>Recueil Electronique des Sociétés et Associations</i>
"SFDR"	refers to Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector
"SFTR Regulation"	refers to EU Regulation 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
"Shareholders"	refers to the holders of Shares (<i>actionnaires</i>) in the RAIF, qualifying as Eligible Investors
"Shares"	refers to the Shares, as defined under clause 11 "Shares" below, subscribed by the Shareholders
"SPV(s)"	refers to special purpose vehicle(s)
"Sub-Contractors"	has the meaning set forth in clause 34.1

"Supplement"	refers to a supplement of the Issuing Document specifying the terms and conditions of a specific Compartment
"Target Fund(s)"	has the meaning set forth in clause 7.6
"Tax Costs"	has the meaning set forth in clause 23.1
"Tax Event"	has the meaning set forth in clause 23.1
"UCI"	refers to an undertaking for collective investment
"UCI Law"	refers to the Luxembourg law of 17 December 2010 on UCIs, as may be amended from time to time
"UCITS"	refers to undertakings for collective investment in transferable securities
"Valuation Day"	refers to the day as defined in the relevant Supplement.

2. **DIRECTORY**

REGISTERED OFFICE

6A, rue Gabriel Lippmann,
L-5365 Munsbach,
Grand Duchy of Luxembourg

BOARD

Enrique Ruiz

Paloma García

Giovanni Mancuso

AIFM

ADEPA ASSET MANAGEMENT S.A.,
6A, rue Gabriel Lippmann,
L-5365 Munsbach, ,
Grand Duchy of Luxembourg

INVESTMENT MANAGER

ADEPA ASSET MANAGEMENT S.A.,
6A, rue Gabriel Lippmann,
L-5365 Munsbach,
Grand Duchy of Luxembourg

DEPOSITARY AND PAYING AGENT

BANCO INVERDIS, S.A., Luxembourg Branch,
35a Avenue J.F. Kennedy,
L-1855 Luxembourg Grand Duchy of Luxembourg

DOMICILIARY AGENT, CENTRAL ADMINISTRATIVE, REGISTRAR AND TRANSFER AGENT

ADEPA ASSET MANAGEMENT S.A.,
6A, rue Gabriel Lippmann,
L-5365 Munsbach,
Grand Duchy of Luxembourg Grand Duchy of Luxembourg

APPROVED STATUTORY AUDITOR

Deloitte Audit
20, Boulevard de Kockelscheuer
L-1821 Luxembourg
Grand Duchy of Luxembourg

LEGAL ADVISER UNDER LUXEMBOURG LAW

Eversheds Sutherland (Luxembourg) SCS,
represented by Eversheds Sutherland (Luxembourg) GP S.à r.l.
33, rue Sainte-Zithe
L-2763 Luxembourg
Grand Duchy of Luxembourg

3. **MAIN FEATURES OF MARCH RAIF SA SICAV-RAIF**

- 3.1 MARCH RAIF SA SICAV-RAIF is a Luxembourg investment company with variable share capital - reserved alternative investment fund (*société d'investissement à capital variable - fonds d'investissement alternatif réservé*), existing for an unlimited duration in Luxembourg under the status of a public limited liability company (*société anonyme*) under the RAIF Law and the 1915 Law and registered with the Luxembourg Companies and Trade Register under number B277391 .
- 3.2 The Articles have been published in the *Mémorial C, Recueil des Sociétés et Associations* on 22/05/2023 under number RESA_2023_107.17.
- 3.3 The RAIF is a public limited liability company (*société anonyme*) and, as such, is managed by the Board.
- 3.4 The Board has appointed ADEPA ASSET MANAGEMENT S.A Management Company S.A. as external alternative investment fund manager of the RAIF, in accordance with the AIFM Law and the RAIF Law.
- 3.5 The RAIF is set up as an umbrella fund and, as such, provides investors with a choice of investments in a range of one or several segregated Compartments, each of which relates to a separate portfolio of eligible assets and liabilities with specific investment objectives and/or other specific characteristics as described herein.
- 3.6 At the date of the Issuing Document, the following Compartments are currently open to subscriptions:
- 3.6.1 MARCH RAIF SA SICAV-RAIF – MARCH ENDOWMENTS;
- 3.7 Within the frame of the Board's overall responsibility for the management and administration of the RAIF and its Compartments, the Board is responsible for authorising the establishment of Compartments and for establishing and monitoring their investment policies and restrictions.
- 3.8 The Board may, at any time, create additional Compartments which characteristics may differ from the ones of the existing Compartments. The Issuing Document will be updated to reflect creation of new Compartments.
- 3.9 The Board reserves the right to create subsequently within each Compartment, Classes of Shares having different features, in which case the Issuing Document will be updated accordingly.
- 3.10 The RAIF's reference currency is Euro (EUR), from which the Compartments' Base Currency may differ as described for each Compartment in the relevant Compartment's Supplement.
- 3.11 The RAIF's capital corresponds at all times to the aggregate Net Asset Value, as defined hereafter, of the different Compartments and is represented by Shares issued with no face value. Variations in the capital shall be made *ipso jure* and there are no provisions requiring publication and entry of such in the Luxembourg Companies and Trade Register as prescribed for increases and decreases of capital of commercial companies. The RAIF's subscribed capital, increased by the share premium (if any) may not be less than one million two hundred and fifty thousand Euros (EUR 1,250,000.-).

4. **MANAGEMENT OF THE RAIF**

4.1 **The Board**

4.1.1 **General**

4.1.1.1 The Board, as management body of the RAIF, has ultimate responsibility for the management and administration of the RAIF, including the determination and control of the investment policy of the Compartments of the RAIF as set out in the Issuing Document. The Board has the broadest powers to act in any circumstances on behalf of the RAIF, as set out in the Articles, subject to the powers expressly reserved by applicable law to be exercised only by the Shareholders in general meetings, to decide in accordance with the provisions of the Articles and as set forth hereinafter.

4.1.1.2 The Board as at the date of the Issuing Document is composed as follows:

- (a) Giovanni Mancuso
- (b) Paloma García and
- (c) Enrique Ruiz

4.2 **Investment Committee**

4.2.1 The Board may set up an Investment Committee in charge of supporting the Board with its decisions as regards any actions necessary or useful to fulfil the RAIF's corporate purpose, with the exception of the powers reserved by the 1915 Law, the AIFM Law or by the Articles to the general meeting of Shareholders.

4.2.2 The composition, the rights, the convening and the conduct of any meetings of such Investment Committee, if any, will be determined by the Board and may be set out in internal regulations to be drafted and approved by the Board.

4.3 **The Alternative Investment Fund Manager**

4.3.1 **General**

4.3.1.1 The RAIF has appointed ADEPA ASSET MANAGEMENT S.A. Management Company S.A. as AIFM, which is subject to the provisions of the AIFM Law and the AIFM Agreement. The AIFM will assume the functions of an external alternative investment fund manager according to the AIFM Law.

4.3.1.2 The AIFM was established on 10 November 2004 as a public limited liability company (*société anonyme*), incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 33 Rue de Gasperich, L-5826 Hesperange and registered with the Luxembourg Trade and Companies Register under number B104196.

4.3.1.3 The AIFM is supervised by the CSSF under number A00000639, as external alternative investment fund manager. The AIFM has been authorized in accordance with the provisions of Chapter 2 of the AIFM Law.

4.3.1.4 Aside from managing the RAIF, the AIFM manages other UCIs, a list of which can be obtained from the registered office of the AIFM free of charge.

4.3.2 Description of duties

- 4.3.2.1 Subject to its overall supervision and ultimate responsibility, the Board has appointed the AIFM as the external alternative investment fund manager of the RAIF within the meaning of the AIFM Law, in accordance with the terms and conditions of the AIFM Agreement.
- 4.3.2.2 In this respect, the AIFM has been entrusted with the duties pertaining to the investment management functions of the RAIF, namely (a) the portfolio management function and (b) the risk management function.
- 4.3.2.3 The AIFM's responsibility with respect to marketing (within the meaning of Annex I of the AIFM Law) is limited to the sole and strict extent necessary to allow the AIFM to proceed with the marketing notification formalities, which pursuant to the AIFM Rules, can only be made by the AIFM with respect to the marketing of the Shares in Luxembourg and/or in another EU or, as the case maybe EEA Member States.
- 4.3.2.4 The AIFM may carry out any activities connected directly or indirectly to, and/or deemed useful and/or necessary for, the accomplishment of its objectives, remaining, however, within the limitations set forth in, but to the furthest extent permitted by, the provisions of its governing laws and regulations.
- 4.3.2.5 All the above duties are more fully described in the AIFM Agreement, a copy of which is available at the registered office of the AIFM.
- 4.3.2.6 While managing and marketing the RAIF, the AIFM shall act in accordance with the Board's recommendations and instructions as to the structure, promotion, administration, investment management and marketing of the RAIF.

4.3.3 Professional liability

In accordance with the requirements of Article 8.7 of the AIFM Law, the AIFM is holding sufficient additional own funds which are appropriate to cover potential liability risks arising from professional negligence. More information regarding this cover may be obtained at the AIFM's registered office.

4.3.4 Delegation

- 4.3.4.1 The AIFM has been permitted by the RAIF to appoint delegates in relation to its functions in accordance with the AIFM Rules. Information about conflicts of interests that may arise from these delegations is available at the registered office of the AIFM.
- 4.3.4.2 The AIFM may notably appoint one or several investment managers and may set up investment committees to assist it in connection with the management of the investments of the RAIF.
- 4.3.4.3 The investment managers shall manage the investment of the RAIF in accordance with stated investment objectives and restrictions and, on a discretionary basis, acquire and dispose of investment in the RAIF. The terms of the appointment of the investment managers are specified in the investment management agreements, if any.
- 4.3.4.4 In the context of its marketing function, the AIFM may enter into agreements with distributors pursuant to which the distributors may agree to act as intermediaries or nominees for investors subscribing for Shares through their facilities.

- 4.3.4.5 As of the date of this Issuing Document, the AIFM assumes no marketing function except its obligation to file a cross-border marketing notification if requested by the RAIF and shall therefore not appoint any distributor.
- 4.3.4.6 The AIFM will monitor on a continued basis the activities of the third parties to which it has delegated functions. The agreements entered into between the AIFM and the relevant third parties provide that the AIFM can give at any time further instructions to such third parties, and that it can withdraw their mandates under certain circumstances and with notification to the Board without any undue delay.
- 4.3.4.7 All delegation shall be carried out in accordance with the AIFM Rules.

5. **DEPOSITARY AND PAYING AGENT, DOMICILIARY AND CENTRAL ADMINISTRATIVE AGENT**

5.1 **Depositary and Paying Agent**

- 5.1.1 BANCO INVERDIS, S.A., Luxembourg Branch, is acting as the RAIF 's depositary (the "Depositary") in accordance with a depositary agreement dated November 2025 as amended from time to time (the "**Depositary Agreement**") and the relevant provisions of the RAIF Law and the AIFM Rules.
- 5.1.2 BANCO INVERDIS, S.A., Luxembourg Branch,. The Depositary has its registered office at 35a, avenue John F. Kennedy, L-1855 Luxembourg, and is registered with the Luxembourg Trade and Companies' Register under number B282596 as a fully licensed branch of its parent company Banco Inverdis, S.A. Banco Inverdis, S.A. is a Spanish bank specialized exclusively in the provision of investment services to other supervised financial institutions.
- 5.1.3 Investors are invited to consult upon request at the registered office of the RAIF the Depositary Agreement to have a better understanding and knowledge of the limited duties and liabilities of the Depositary.
- 5.1.4 The Depositary has been entrusted with the custody and/or, as the case may be, recordkeeping of the RAIF's assets, and it shall fulfil the obligations and duties provided for by the RAIF Law and the AIFM Law. In particular, the Depositary shall ensure an effective and proper monitoring of the RAIF's cash flows.
- 5.1.5 In due compliance with the AIFM Rules (including but not limited to Article 21.9 of the AIFM Directive and Articles 92 to 97 of the AIFM Regulation), the Depositary shall:
- (i) ensure that the sale, issue, re-purchase, redemption and cancellation of Shares are carried out in accordance with the AIFM Law and the Articles;
 - (ii) ensure that the value of the Shares is calculated in accordance with the AIFM Law, the Articles and the procedures laid down in Article 19 of the AIFM Directive;
 - (iii) carry out the instructions of the RAIF, unless they conflict with the AIFM Law or the Articles;
 - (iv) ensure that in transactions involving the RAIF's assets any consideration is remitted to the RAIF within the usual time limits;
 - (v) ensure that the RAIF's income is applied in accordance with the AIFM Law and the Articles.

- 5.1.6 The Depositary may not delegate any of the obligations and duties set out in (i) to (v) of this clause.
- 5.1.7 In compliance with the provisions of the AIFM Law, the Depositary may, under certain conditions, entrust part or all of the assets which are placed under its custody and/or recordkeeping to Correspondent or Third Party as appointed from time to time. The Depositary's liability shall not be affected by any such delegation, unless otherwise specified, but only within the limits as permitted by the AIFM Law. In particular, under the conditions laid down in article 19(14) of the AIFM Law, including the condition that the Investors have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment, the Depositary can discharge itself of liability in the case where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in article 19(11) point (d)(ii) of the AIFM Law.
- 5.1.8 The RAIF and the Depositary may terminate the Depositary agreement at any time by giving ninety (90) days' notice in writing. The RAIF may, however, dismiss the Depositary only if a new depositary bank is appointed within two months to take over the functions and responsibilities of the Depositary. After its dismissal, the Depositary must continue to carry out its functions and responsibilities until such time as the entire assets of the Sub-Funds have been transferred to the new depositary bank.
- 5.1.9 The Depositary has no decision-making discretion nor any advice duty relating to the RAIF's investments. The Depositary is a service provider to the RAIF and is not responsible for the preparation of this Issuing Document and therefore accepts no responsibility for the accuracy of any information contained in this Issuing Document or the validity of the structure and investments of the RAIF.

5.2 **Central Administrative Agent and Registrar and Transfer Agent**

- 5.2.1 Pursuant to the administrative agent and registrar and transfer agent agreement (the "**Administrative Agent and Registrar and Transfer Agent Agreement or UCI Administration Agreement**"), the Board has entrusted the administrative, registrar and transfer agency functions to ADEPA ASSET MANAGEMENT S.A. (the "**Central Administrative Agent**").
- 5.2.2 The Administrative Agent and Registrar and Transfer Agent Agreement will remain in force for an unlimited period and may be terminated by either party at any time upon ninety (90) calendar days' written notice or with immediate effect if this is in the interest of the Shareholders.
- 5.2.3 The Central Administrative Agent is in charge of the issue, redemption and conversion of the Shares, and settlement arrangements thereof, keeping the register of the RAIF's Shareholders, calculating the Net Asset Value, maintaining accounting records for the RAIF, the payment of dividends and the redemption price of the Shares to Shareholders, assisting the Board in verifying that investors qualify as Eligible Investors and other general functions as more fully described in the Administrative Agent and Registrar and Transfer Agent Agreement, under the control and supervision of the Board.
- 5.2.4 The AIFM is responsible for the valuation of the assets of the RAIF. The Central Administrative Agent will not provide any services in relation with the valuation process as required by the AIFM Law. Therefore, the Central Administrative Agent shall not, in the absence of manifest error, be responsible for any loss suffered by the RAIF or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by any external pricing source or the valuer, if any.
- 5.2.5 The Central Administrative Agent is not responsible for any trading decisions of the RAIF or the effect of such investment decisions on the performance of the RAIF or for the monitoring of the compliance of the RAIF's investments with the

rules contained in the Articles and/or the Issuing Document and/or any investment management agreement(s) with respect to the management of the RAIF. The Central Administrative Agent shall not be liable for the contents of the Issuing Document and will not be liable for any insufficient, misleading or unfair information contained in the Issuing Document.

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

5.3 Fees

The fees for the Depositary and Paying Agent, the Domiciliary Agent and the Central Administrative Agent's services are charged in accordance with usual practice as agreed from time to time in an annex to the relevant agreements and as further detailed under **clause 21** "Charges and Costs" below.

6. INVESTMENT MANAGER(S), INVESTMENT ADVISOR(S) AND FINANCIAL INTERMEDIARY (IES)

6.1 General

The AIFM appointed March Asset Management SGIIC, S.A.U as investment manager (the "**Investment Manager**" or "**March AM**" as the case may be), to perform, under its supervision and responsibility, investment management services with respect to the investment activities of the RAIF in accordance with an investment management agreement.

6.2 Information on the Investment Manager

The AIFM has, with the consent of the RAIF, delegated the investment management of the RAIF to March Asset Management SGIIC S.A.U., (the **Investment Manager**), a Spanish public limited company (*sociedad anónima*) whose registered office is at 74, Calle de Castelló, 28006 Madrid (Spain). The Investment Manager is subject to the supervision of the Spanish financial regulator (*Comisión Nacional del Mercado de Valores*). The Investment Manager will provide or procure the RAIF investment management services, in accordance with the investment policy, objective and restrictions of the RAIF and its Compartments as set out in the Articles, this Issuing Document and the Schedules and with the aim to achieve the Compartments' investment objective.

6.3 Remuneration of the Investment Manager

- 6.3.1 In consideration of the services rendered by the Investment Manager for the benefit of the RAIF, the Investment Manager is entitled to receive a remuneration of such amount as agreed from time to time between the RAIF and the Investment Manager as further described in the relevant Supplement.
- 6.3.2 The Investment Manager may, with the approval of the AIFM, appoint one or several investment advisors with respect to one or several Compartments (the "**Investment Advisor(s)**"), in light of the strategy pursued, as further described in the relevant Supplement.
- 6.3.3 In consideration of the services rendered by the relevant Investment Advisor for the benefit of the RAIF, such Investment Advisor is entitled to receive a remuneration of such amount as agreed from time to time between the Investment Manager and the relevant Investment Advisor. As a rule, and unless otherwise provided in the relevant Supplement, if any such fees are paid to one Investment Advisor out of the assets of the RAIF, such fees shall be deducted from the Investment Manager's service fees and the Investment Advisor's fees

together with the Investment Manager's service fees, will not in aggregate exceed the maximum management charge set out in the relevant Supplement.

- 6.3.4 The Investment Manager may also appoint one or several specialised advisor(s) to a given Compartment in light of the strategy pursued, as further described in the relevant Supplement.

7. INVESTMENT OBJECTIVES AND POLICIES

- 7.1 The investment objectives and policies of the Compartments are determined by the Investment Manager together with the Board and as specified in the relevant Supplement at the time of creation of each Compartment. The investment objectives and other specific details are described individually for each Compartment in the relevant Supplement. Specific restrictions could apply to each Compartment as more fully detailed, as the case may be, in the relevant Supplement.
- 7.2 Any Compartment, if not otherwise provided in the relevant Supplement, may utilise leverage by borrowing funds, in accordance with current market practice applicable to the type of investments, at all times within the limits and complying with the terms and conditions of the RAIF Law and of the relevant Supplement. Any borrowing or leverage by one Compartment will not have any impact or effect on any other Compartment.
- 7.3 In compliance with the provisions of the RAIF Law, the investment strategy of each Compartment will be based on the principle of risk diversification as further described in the relevant Supplement.
- 7.4 The RAIF has as investment objective to offer a wide range of investments through its Compartments, aiming at providing a favourable rate or return, while controlling risks.
- 7.5 For each Compartment, the investment objectives and policies and the particulars of the offering of the Shares and of the management and administration of the Compartments are set out in the relevant Compartment's Supplement.
- 7.6 Each Compartment may invest in shares issued by one or several other Compartment(s) (the "**Target Fund(s)**"), under the following conditions:
- 7.6.1 the Target Fund does not invest in the investing Compartment;
- 7.6.2 the voting rights attached to the relevant securities of the Target Fund is notably suspended during the period of investment; and
- 7.6.3 for as long as the securities are held by the RAIF, their value will not be taken into consideration in calculating the net assets of the RAIF for the purpose of verifying the minimum threshold of the net assets imposed by the RAIF Law.
- 7.7 The Compartments may use hedging techniques in order to minimize currency and/or interest rate risk at the discretion of the AIFM or the Investment Manager. Any costs occurring in relating to such hedging will be borne by the relevant Compartment.
- 7.8 The investments of the Compartments may be made in any currency and the relevant Compartment may hedge the currency exposure of any assets on investments not held in the respective Reference Currency, as further set out in the relevant Supplement.

8. INVESTMENT RESTRICTIONS

Unless otherwise provided for in a relevant Supplement, the following investment restrictions shall apply for the Compartments.

8.1 **General**

- 8.1.1 Unless otherwise stated in the relevant Supplement, each Compartment shall comply with the risk diversification rules laid down below and further described in the CSSF Circular 07/309:
- 8.1.2 a Compartment may not invest more than thirty percent (30%) of its assets (or commit to subscribe securities) or, as applicable, its aggregate commitments, in the same type of securities issued by the same issuer. This restriction does not apply to:
 - 8.1.2.1 investments in securities issued, or guaranteed by an OECD Member State, or its regional, or local authorities, or by the European Union, regional, or global supranational institutions and bodies;
 - 8.1.2.2 investments in target undertakings for collective investment that are subject to risk-spreading requirements at least comparable to those applicable to specialized investment funds. For the purpose of the application of this restriction, every Compartment of a target umbrella undertaking for collective investment is to be considered a separate issuer, provided that the principle of segregation of liabilities among the various Compartments vis-à-vis third parties is ensured.

8.2 **Borrowings and maximum level of leverage**

Each Compartment may borrow permanently (through loans, repurchase obligations or otherwise either directly or at the level of any Intermediary Vehicle) and for investment purposes for working capital purposes and secure those borrowings with liens or other security interests in, or mortgages on, its assets (or the assets of any of its Intermediary Vehicles). The borrowing limit applicable to each Compartment will be as set out in the relevant Supplement.

For the avoidance of doubt, the leverage limitation set out in each Supplement in accordance with the paragraph above applies only on the date the debt is incurred. It shall not be an on-going obligation of the Compartment to meet this constraint by reducing its existing indebtedness as a result of a decline in the value of any of its existing investments.

8.3 **Holding of cash and cash equivalents**

The RAIF may hold on an ancillary basis cash and cash equivalents. In this respect, time deposits in depository institutions and money market instruments which are regularly negotiated and which have a residual maturity of twelve (12) months or less from the acquisition date shall be deemed cash equivalents.

In exceptional circumstances, when market conditions so require, the Compartments may temporarily be fully invested in cash and cash equivalents in order to protect the interests of its Shareholders.

8.4 **Securities Financing Transactions**

Within the meaning of and as further described under Article 3 of SFTR Regulation, this constitutes:

- a securities financing transaction: or
- a repurchase transaction; or
- a securities or commodities lending and securities or commodities borrowing; or
- a buy-sell back transaction or sell-buy back transaction; or
- a margin lending transaction; an
- a reuse: the use by a receiving counterparty, in its own name and on its own account or on the account of another counterparty, including any natural person, of financial instruments received under a collateral arrangement, such use comprising transfer of title or exercise of a right of use in accordance with Article 5 of Directive 2002/47/EC but not including the liquidation of a financial instrument in the event of default of the providing counterparty.

Henceforth, such securities financing transactions or such reuse shall be referred to as “**Covered Transactions**”.

As of the date of this Issuing Document, the RAIF does not and does not intend to use Covered Transactions and SFTR Regulation does not apply to transactions carried out by the RAIF.

9. **RISK MANAGEMENT PROCESS AND MANAGEMENT OF CONFLICT OF INTEREST**

9.1 **Risk Management**

9.1.1 The AIFM has setup a risk management policy pertaining to the RAIF in accordance with the AIFM Law and the AIFM Regulation. The AIFM is in charge of the identification, measurement, management and monitoring of the risks relevant and material to the RAIF. Through the risk management policy, the AIFM shall ensure, *inter alia*, that (i) a due diligence process in relation with the investment policy and objective and the risk profile of the RAIF is implemented; (ii) the risk associated with each investment held by the RAIF and the overall effect on the RAIF's portfolio can be identified, measured, managed and monitored on an ongoing basis and (iii) the risk profile of the RAIF corresponds to its size, portfolio and investment objectives as described in the Issuing Document.

9.1.2 The global exposure and the tolerance thresholds and limits of all risks relevant to the RAIF, as determined by the Board and the AIFM from time to time, will be managed in proportion to the specific circumstances, investment policy and management methodology of the RAIF.

9.1.3 In addition to the above, the RAIF has established the following internal risk management process:

9.1.3.1 *Defining risk limit systems for RAIF.* The RAIF will be exposed to various risks. Portfolio exposures, sources of return and risk and client objectives and constraints set forth in the mandates should be taken into consideration while defining these risks. Investment risk mainly consists of the following risks:

- (a) *Market risk:* Market risk is the risk associated with adverse movements in the level or volatility of market prices. It includes movements in: interest rates, stock prices, and currency;
- (b) *Credit risk:* Credit risk is the risk of financial loss associated with default or movement in the credit quality of securities. It could be due to: default by the counterparty or debtor, downgrade of issue's rating, widening in spread; and
- (c) *Liquidity risk:* Liquidity risk is the risk of significant price reduction in a security transaction because the market is not deep enough to efficiently accommodate the desired transaction size.

9.1.3.2 *Controlling the risks* by assigning budgets and setting parameters and tolerances for the defined risks. A proactive approach to risk management involves allocating risk budgets and setting risk tolerances. Portfolio managers should exercise discretion within clearly defined parameters as part of their investment strategy. These parameters should not limit the portfolio manager's discretion; they should rather align the approach and focus with the investment objective and strategy. These parameters should be guidelines rather than hard limits, unless explicitly stated by the client or regulatory body;

9.1.3.3 *Monitoring the risks*, escalating exceptions and generating reports systematically and objectively on a regular basis by an independent risk team. Once the risks have been defined and controls have been placed around these risks, a systematic process of regular monitoring and reporting of these risks by an independent team ensures validation and consistency of the approach. The independent team should generate analytics and reporting to independently ensure that all portfolios are subject to the same level of rigor in terms of investment risk management. The objective should be to achieve exception reporting where the largest exposures, contributors to risk and risk factors are highlighted based on the parameters and controls placed around the risks; and

9.1.3.4 *Assuring consistency & comprehensiveness* in the process by establishing oversight on the entire process, segregating roles and responsibilities, and having regular review and feedback. Clear demonstration, review and feedback in the risk management process goes a long way in assuring clients and investors that there is a robust investment risk management process in place. Deviations from expected targets, ranges or strategy, can exist in portfolios but within the right protocol of monitoring, escalating, challenging and management.

9.2 **Management of conflict of interest**

9.2.1 Without prejudice to the provisions of the Articles and of the procedures in place at the level of the AIFM, the RAIF applies a conflict of interest policy intended to structure and organise the RAIF in order to minimise the risk of conflict of interest between the RAIF and any other person or entity providing services or linked to the RAIF, either directly or indirectly, including the AIFM, and to

manage such conflict of interest in the best interest and protection of the shareholders.

- 9.2.2 If the arrangements put in place to manage conflicts of interest are not sufficient to ensure with reasonable confidence that the risk of damage to the interests of the RAIF or its Shareholders will be prevented, the AIFM will disclose the general nature and sources of conflicts of interest to the RAIF or its Shareholders, as appropriate. A detailed summary of the conflict of interest policy of the RAIF is available to the Shareholders upon request.
- 9.2.3 With respect to potential conflict of interests' situation, it is drawn to the attention of the prospective investors and Shareholders that the Board, the AIFM, any Investment Managers and / or Advisors, any investment committee or any agent, delegate, employee, director, officer or affiliate of any of the foregoing persons may be engaged in other business activities in addition to managing and providing advice to the RAIF (or the relevant Compartment). It is possible that companies with whom they are associated or which they manage or advise invest by way of co-investment or otherwise in the same issues, placements and investments as the RAIF (or the relevant Compartment), and under the same or similar conditions. It is also possible that such associated companies may have already invested in these assets or may invest into such assets at a later stage.
- 9.2.4 However, the Board, the AIFM, any Investment Managers and / or Advisors, any investment committee or any agent, delegate, employee, director, officer or affiliate of any of the foregoing persons will be obliged to devote such part of their professional time and attention to the business of the RAIF (or the relevant Compartment) as is reasonably required in the best interest of the RAIF (and the relevant Compartment) and its investors in order to effectively manage the RAIF (and the relevant Compartment). Investment opportunities which are suitable for the RAIF (and the relevant Compartment) and other accounts managed or advised, a relevant agent, delegate, employee, director, officer or affiliate will be allocated as between the RAIF and such other accounts in the reasonable discretion of the Board, the AIFM, any Investment Managers and / or Advisors and / or any investment committee.
- 9.2.5 Certain investors may, directly or indirectly through an affiliate, hold shares in an investment and therefore have an incentive to take a decision which follows other interests than those of the RAIF (or of a relevant Compartment).
- 9.2.6 Investors may have conflicting investment, tax, regulatory and other interests with respect to their investment in the RAIF. As a consequence, conflicts of interest may arise in connection with decisions made by the Board, the AIFM or any Investment Managers, including with respect to the nature or structuring of Investments that may be more beneficial for one investor than for another investor. In selecting and structuring Investments, the Board or any Investment Managers will generally consider the investment and tax objectives of the RAIF (and the relevant Compartment) and its investors as a whole, and not the investment, tax or other objectives of any investor individually.
- 9.2.7 The Board, the AIFM or any Investment Managers / Advisors may share with any other person (including, but not limited to, any Investor or any person introducing investors) any fees and other benefits to which it may be entitled from the RAIF/relevant Compartment.
- 9.2.8 Unless otherwise expressly stated in the Issuing Document, the initiators of the RAIF, if any, the Board, the AIFM or any Investment Managers / Advisors are not restricted from forming additional investment vehicles, from entering into other investment management or advisory relationships or from engaging in other business activities, even though such activities may be in competition with the RAIF or may involve substantial portion of their time and resources. In particular, the AIFM or any Investment Managers / Advisors may provide investment management and advisory services to other investment vehicles or

accounts whose investment policies differ from those followed by them on behalf of the RAIF. They may make recommendations or effect transactions which differ from those made with respect to the funds of the RAIF. They may provide advisory services to accounts in which Shareholders hold a beneficial interest and whose investment policies are substantially identical to those of the RAIF, on terms more favourable to such Shareholders than those of the RAIF.

- 9.2.9 The AIFM or any Investment Managers / Advisors may continue to manage or advise the accounts of clients other than the RAIF, employing different advisory strategies for those other accounts. There can be no assurance that these advisory services and strategies will not be different from or opposite to advice and services provided to the RAIF. Although the AIFM or any Investment Managers / Advisors will be expected to manage potential and actual conflicts of interest issues in good faith by seeking to determine the existence of conflicts, there can be no assurance that such conflicts of interest may be resolved in the best interests of the RAIF should they arise.

10. **RISK FACTORS**

- 10.1 The characteristics of certain Compartments may entail specific risks for Shareholders.
- 10.2 Investing in the RAIF carries risks, including, but not limited to the risks referred to below. Investment in certain of the Compartments should not constitute a substantial proportion of an investment holding unless risks are understood and found acceptable.
- 10.3 Investors should make their own independent evaluation of the financial, market, legal, regulatory, credit, tax and accounting risks and consequences involved in investment in a Compartment and its suitability for their own purposes. In evaluating the merits and suitability of an investment in a Compartment, careful consideration should be given to all of the risks attached to investing in the RAIF and to those described in each of the relevant Supplement with regards to a concrete Compartment.
- 10.4 The following is a brief description of certain risk factors which should be considered along with other matters discussed elsewhere in the Issuing Document. The following however, does not purport to be a comprehensive summary of all the risks associated with investments in the RAIF.
- 10.5 An investment in shares of any reserved alternative investment funds carries substantial risk and is suitable only for investors who accept the risks, can assume the risk of losing their entire investment and who understand that there is no recourse other than to the assets of the relevant Compartment.
- 10.6 Investment in the RAIF carries a high degree of risk including, but not limited to, the risks referred to below. No assurance can be given that investors will realize a profit on their investment. Moreover, investors may lose some or all of their investment.
- 10.7 Attention should be drawn to the fact that the Net Asset Value per Share can go down as well as up. A Shareholder may not get back the amount he has invested.
- 10.8 The risks referred to below are not exhaustive. Potential investors should review these Issuing Document carefully and in its entirety and consult with their professional advisers before making an application for Shares.

10.8.1 **General**

10.8.1.1 **Dependence on the Board**

All decisions with respect to the general management of the RAIF will be made by the Board and the AIFM. All investment decisions with respect to the assets of the Compartments will be taken by the AIFM or its delegate(s), under the ultimate control and supervision of the Board. As a result, the investment performance

of the RAIF for the foreseeable future will depend substantially on the ability of the Board and the AIFM or its delegates. The RAIF will be subject to the risk that the Board or Investment Manager may underperform in the selection of assets comprising the portfolios.

10.8.1.2 New RAIF

The RAIF has no operating history as a RAIF although the RAIF previously operated as an internally managed specialised investment fund. No assurance can be given that a Compartment will achieve its investment objectives and thus investment in a Compartment entails a certain degree of risk.

10.8.1.3 Tax considerations

Tax charges and withholding taxes in various jurisdictions in which a Compartment will invest will affect the level of distributions made to it and accordingly to Shareholders. No assurance can be given as to the level of taxation suffered by a Compartment or its investments.

10.8.1.4 Lack of diversity

The RAIF is only subject to specific legal or regulatory broad risk diversification requirements, other than those specified herein and the relevant Supplement. Therefore, the RAIF is in principle authorised to make a limited number of investments and, as a consequence, the aggregate returns realised by the Shareholders in any RAIF may be substantially adversely affected by the unfavourable performance of even one investment. In addition, the RAIF's assets may be concentrated in certain industries and segments of activity. A lack of diversification in the RAIF's portfolio may result in the RAIF's performance being vulnerable to business or economic conditions and other factors affecting particular companies or particular industries, which may adversely affect the return to Shareholders.

10.8.1.5 Reliance on management and dependence on certain individuals

- (a) The RAIF depends significantly on the efforts and abilities of the Board and, where applicable, of the Investment Manager. In addition the Board and, as the case may be, the Investment Manager depend on the efforts, skills, reputations and business contacts of its key personnel, the information and deal flow they and others generate during the normal course of their activities and the synergies among the diverse fields of expertise and knowledge held by its professionals. The loss of the services of any of them could have a material adverse effect on the RAIF and its Compartment(s) and could harm Board's ability to manage the assets of the RAIF and in particular on the performance the RAIF.
- (b) As the case may be, the Investment Manager's principals and other key personnel possess substantial experience and expertise and have strong business relationships with members of the business community. The loss of these personnel the Investment Manager's relationships with members of the business community and could result in fewer investment opportunities for the RAIF or the Compartment(s).

10.8.1.6 Valuation Risk

- (a) The method by which the Net Asset Value per Share of each Compartment will be calculated presumes the RAIF's ability to value its holdings. In valuing those holdings, the RAIF will need to rely on financial information provided by third party valuers and on valuation model and assumptions. Independent valuation sources such as exchange listing may not be available.
- (b) In particular, investors are warned that:
 - (1) the Net Asset Value per Share of the Compartments may be determined only after the value of their investments itself is determined, which may take a certain time after the relevant Valuation Day although such valuation will have to be made before the next Valuation Day; and
 - (2) the number of Shares subscribed by an investor may therefore not be determined until the Net Asset Value per Share is determined.
- (c) As a consequence thereof, the holdings in the Compartments are, in principle, valued on the basis of the last determined and available closings prices or, when applicable, net asset values of the underlying Investment Funds, as the case may be, known at the time of calculating the Net Asset Value, which may not necessarily correspond with the actual net asset value on the relevant date. However, the RAIF shall not make retroactive adjustments in the Net Asset Value previously used for subscriptions, conversions and redemptions. Such transactions are final and binding notwithstanding any different later determinations (save in exceptional circumstances as may be provided for in the Articles and herein).

10.8.1.7 **Fluctuating Market Values**

The market value of an asset in which the Compartments invest may be affected by fluctuations in the currency, by foreign exchange rules, or by the application of the various tax laws of the relevant countries (including withholding taxes), government changes or variations of the monetary and economic policy of the relevant countries. In addition, the investment policy for each Compartment describes the **FDI** which may be entered into on behalf of the Compartment. Pursuant to such policy, each Compartment may also hold transferable securities and money market instruments as described in the relevant policy. In accordance with the terms of the FDI, the Compartment should not ordinarily be exposed to the economic risk associated with such securities. However, in the event that the counterparty to a particular FDI defaults, the Compartment may become exposed to the relevant securities' economic performance. To this extent and to the extent that a Compartment holds transferable securities and money market instruments directly in accordance with its investment policy, investors should be aware of the risks associated with the types of securities which may be held by the Compartment.

10.8.1.8 **Currency Risk**

In general, foreign exchange rates can be extremely volatile and difficult to predict. Foreign exchange rates may be influenced by, among other factors: changing supply and demand for a particular currency; trade, fiscal and monetary policies of governments (including exchange control programs, restrictions on local exchanges or markets and limitations on foreign investment in a

country or on investment by residents of a country in other countries); political events; changes in balances of payments and trade; domestic and foreign rates of inflation; domestic and foreign rates of interest; international trade restrictions; and currency devaluations and revaluations.

10.8.1.9 Illiquidity of an Investment

As a result of the absence of a public trading market for certain of its assets, the RAIF may encounter substantial delays in attempting to sell non-publicly traded securities or assets. If the assets in which the RAIF may invest are less liquid and/or unable to be liquidated, sold or reimbursed and are therefore unable to meet the liquidity demands of the RAIF, then the redemption of Shares of the RAIF may be delayed until funds are available. In consequence, investments in the RAIF should be made on a long-term basis.

10.8.1.10 Early Termination

In the event of the early termination of the RAIF or a Compartment, the RAIF or the Compartment will distribute to its Shareholders their pro-rata interest in the assets of the RAIF or the Compartment. The underlying investments will be sold by the RAIF or the Compartment and/or distributed to the relevant Shareholders. It is possible that at the time of such sale or redemption certain investments held by the RAIF or the Compartment may be worth less than the initial cost of the investment, resulting in a loss to the RAIF or the Compartment and to its Shareholders. Moreover, in the event the RAIF terminates prior to the complete amortisation of organisational expenses, any unamortised portion of such expenses will be accumulated and will be debited (and thereby will reduce) amounts otherwise available for distribution to Shareholders.

10.8.1.11 Emerging Markets

A Compartment may hold or be exposed to the performance of securities of issuers domiciled in emerging markets. In certain emerging countries, there is the possibility of expropriation of assets, confiscatory taxation, political or social instability or diplomatic developments which could affect investment in those countries. There may be less publicly available information about certain financial instruments than some investors would find customary and entities in some countries may not be subject to accounting, auditing and financial reporting standards and requirements comparable to those to which certain investors may be accustomed. Certain financial markets, while generally growing in volume, have, for the most part, substantially less volume than more developed markets, and securities of many companies may be less liquid and their prices more volatile than securities of comparable companies in more sizeable markets. There are also varying levels of government supervision and regulation of exchanges, financial institutions and issuers in various countries. In addition, the manner in which foreign investors may invest in securities in certain countries, as well as limitations on such investments, may affect the investment operations of certain of the Compartments. Emerging country debt will be subject to high risk and will not be required to meet a minimum rating standard and may not be rated for creditworthiness by any internationally recognised credit rating organisation. The issuer or governmental authority that controls the repayment of an emerging country's debt may not be able or willing to repay the principal and/or

interest when due in accordance with the terms of such debt. As a result of the foregoing, a government obligor may default on its obligations. If such an event occurs, the Compartment may have limited legal recourse against the issuer and/or guarantor. Remedies must, in some cases, be pursued in the courts of the defaulting party itself, and the ability of the holder of foreign government debt securities to obtain recourse may be subject to the political climate in the relevant country. In addition, no assurance can be given that the holders of commercial debt will not contest payments to the holders of other foreign government debt obligations in the event of default under their commercial bank loan agreements. Settlement systems in emerging markets may be less well organised than in developed markets. Thus, there may be a risk that settlement may be delayed and that cash or securities of the Compartments may be in jeopardy because of failures of or defects in the systems. In particular, market practice may require that payment shall be made prior to receipt of the security which is being purchased, or that delivery of a security must be made before payment is received. In such cases, default by a broker or bank (the “**Counterparty**”) through whom the relevant transaction is made might result in a loss being suffered by Compartments investing in or exposed to the performance of emerging market securities. Where the Compartments invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Compartments which are traded in such markets and which have been entrusted to sub-custodians, in the circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Depositary will have no liability.

10.8.1.12 **Systems Risks**

The RAIF depends on the Investment Manager to develop and implement appropriate systems for the RAIF's activities. The RAIF relies extensively on computer programs and systems to trade, clear and settle securities transactions, to evaluate certain securities based on real-time trading information, to monitor its portfolios and net capital and to generate risk management and other reports that are critical to the oversight of the RAIF's activities. In addition, certain of the RAIF's operations interface with or depend on systems operated by third parties, market counterparties and their sub-custodians and other service providers and the AIFM may not be in a position to verify the risks or reliability of such third-party systems. Those programs or systems may be subject to certain defects, failures or interruptions, including, without limitation, those caused by computer “worms”, viruses and power failures. Any such defect or failure could have a material adverse effect on the RAIF and its Compartments. For example, such failures could cause settlement of trades to fail, lead to inaccurate accounting, recording or processing of trades, and cause inaccurate reports, which may affect the Investment Manager's ability to monitor their investment portfolios and their risks.

10.8.1.13 **Large redemption risk**

As the RAIF is an open-ended Fund, each Compartment can in theory be confronted on each Valuation Day with a large redemption. In such a case, investments must be sold in the short term in order to comply with the repayment obligation towards the redeeming Shareholders. This may be detrimental to the results of the Compartment and potentially result in the suspension or restriction of purchase and issue of Shares. The

Board reserves the right to convert the Fund into a close-ended fund if considered necessary.

10.8.1.14 Risk of suspension or restriction of purchase and issue

Under specific circumstances, for example if a risk occurs as referred to in this chapter, the issue and purchase of Shares may be restricted or suspended. Shareholders run the risk that they cannot always buy or sell Shares during such a period.

11. SHARES

- 11.1 Shares are exclusively restricted to investors who qualify as Eligible Investors. This restriction is not applicable to the members of the Board which may hold Shares without falling into this category.
- 11.2 The share capital of the RAIF is represented by Shares, issued in accordance with the Articles, the RAIF Law and, to the extent applicable, the 1915 Law. Shares may be subscribed by Shareholders, as set forth in the relevant Compartment's Supplement.
- 11.3 The Board may issue at any time Shares of no par value within any Compartment. There is no restriction as regards the number of Shares that may be issued.
- 11.4 Shares shall be issued in registered form only by inscription in the RAIF Shareholders' register. The Shareholders' register is kept in Luxembourg by the Central Administrative Agent.
- 11.5 Confirmation of registration in the Shareholders' register will be sent to Shareholders on the Business Day following the day of publication of the Net Asset Value.
- 11.6 The rights attached to Shares are those provided for under the 1915 Law, as long as such law has not been superseded by the RAIF Law.
- 11.7 Each Share will have one (1) vote at general meetings of Shareholders in compliance with Luxembourg laws and the Articles.
- 11.8 Fractions of Shares will be issued up to fourth (4th) decimals. Fractions of Shares do not have voting rights. The Shares (or any fraction thereof) of each Compartment have an equal right to liquidation proceeds or any other distribution in the relevant Compartment, pro rata to their respective value.
- 11.9 Any resolution of a general meeting of Shareholders to the effect of amending the Articles must be passed with a quorum of fifty percent (50%) of the share capital (at the first call), the approval of a majority of two-thirds (2/3) of the share capital present or represented and voting at the meeting.
- 11.10 All Shares are of no par value and carry no pre-emptive rights.
- 11.11 For each Compartment, the Board may decide to create one or several Classes of Shares, the assets of which shall be invested according to the specific investment policy of the relevant Compartment, and with regard to which a special structure for sales commission and redemption commission, a special structure for advisory, management fee or performance fee, or a different currency hedge or a different distribution policy shall be applied (distribution shares, capitalisation shares), as further described in the relevant Compartment's Supplement.
- 11.12 The Classes of Shares may, as the Board shall determine, be of one or more different series, the features, terms and conditions of which shall be established by the Board and disclosed in the relevant Compartment's Supplement.

- 11.13 Separate Class of Share(s) may be established and issued at any time to Shareholders at the absolute discretion of the Board. The Board may, at its discretion, decide to change the characteristics of any Class of Shares in accordance with the procedures determined by the Board from time to time.
- 11.14 The RAIF constitutes one single legal entity. However, with regard to third parties, in particular towards the RAIF's creditors, each Compartment will be exclusively responsible for all liabilities attributable to it.
12. **NET ASSET VALUE**
- 12.1 The Net Asset Value per Share of each Compartment and respectively each Class of Shares, is calculated by the Central Administrative Agent appointed by and under the ultimate responsibility of the Board as of any Valuation Day, as further detailed in the relevant Compartment's Supplement.
- 12.2 The Net Asset Value per Share of each Class of Shares within a Compartment shall be expressed in the Base Currency of such Class of Shares and determined in respect of each Valuation Day by dividing the net assets of the Compartment attributable to the relevant Class of Shares, being the value of the assets of the Compartment attributable to this Class of Shares less the value of the liabilities of the Compartment attributable to such Class of Shares, on any Valuation Day, by the number of Shares of the relevant said Class of Shares in circulation at that time in accordance with the valuation rules set forth below.
- 12.3 The Net Asset Value per Share of each Class of Shares shall be calculated up to three (3) decimal places in the currency in which the Net Asset Value of the relevant Compartment is calculated. If the Base Currency of the Class of Shares concerned is different from the Base Currency of the corresponding Compartment, the net assets of the Compartment attributed to the Class of Shares valued in the Base Currency of the Compartment shall be converted into the Base Currency of the Class of Shares concerned.
- 12.4 If since the time of determination of the Net Asset Value there has been a material change in the quotations in the markets on which a substantial portion of the investments attributable to the relevant Compartment are dealt in or are quoted, the RAIF may, in order to safeguard the interests of the Shareholders and the RAIF, cancel the first valuation and carry out a second valuation for all applications received on the relevant Valuation Day.
- 12.5 All valuation regulations and determinations shall be interpreted and made in accordance with the Lux GAAP. The preparation of financial statements in accordance with Lux GAAP requires the Board and/or the AIFM to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.
- 12.6 Assets shall be valued on the basis of a standard pricing sheet agreement which synthetically documents the applicable valuation rules as reflected by the parameterization of the central pricing system (the "**Pricing Sheet Agreement**"), it being understood that if necessary the applicable sources can be downgraded to independent pricing sources or valuation models as per the AIFM's applicable valuation policy, which follows international best practice and valuation principles. Any such valuation will be reconciled to the counterparty valuation on a regular basis independently from the counterparty, and significant differences will be promptly investigated and explained.
- 12.7 Any assets expressed in a currency other than the reference currency of the Compartment concerned shall be converted on the basis of the rate of exchange ruling on the relevant Valuation Day and based on the Pricing Sheet Agreement.
- 12.8 In particular, the net assets of the different Compartments of the RAIF shall be assessed as follows:

12.8.1 in particular, the RAIF assets shall include (without limitation):

- 12.8.1.1 all cash on hand and on deposit, including interest due but not yet collected and interest accrued on these deposits up to the Valuation Day;
- 12.8.1.2 all bills and demand notes payable and accounts receivable (including the result of the sale of securities whose proceeds have not yet been received);
- 12.8.1.3 all shares or units in UCIs, all bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stock, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the RAIF (provided that the RAIF may make adjustments in a manner not inconsistent with **clause 12.8.2.1** below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights or by similar practices);
- 12.8.1.4 all stock dividends, cash dividends and distribution proceeds to be received by the RAIF in cash or securities insofar as the RAIF is aware of such;
- 12.8.1.5 all interest accrued on any interest-bearing assets and owned by the RAIF, unless this interest is included or reflected in the principal amount of such assets;
- 12.8.1.6 the liquidation value of all forward contracts and all call or put options the RAIF has an open position in;
- 12.8.1.7 the incorporation expenses of the RAIF, including the cost of issuing and distributing Shares of the RAIF, insofar as they have not been written off;
- 12.8.1.8 the RAIF's or Compartment's other fixed assets; and
- 12.8.1.9 all other assets of whatever nature, including prepaid expenses.

By way of derogation on the valuation principles mentioned below, the Net Asset Value per Share calculated as at the end of the fiscal year or the semester will be calculated on the basis of the last prices of the relevant fiscal year or semester.

12.8.2 Valuation of assets

- 12.8.2.1 In accordance with Article 17(4)(b) of the AIFM Law, the value of such assets will be determined by the AIFM, acting independently and based on the information received by it and under the supervision of the Board, as follows:
 - (a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof;
 - (b) the value of assets, which are listed or dealt in on any stock exchange, is based on the last available price on the stock exchange, which is normally the principal market for such assets;

- (c) the value of assets dealt in on any Regulated Market is based on their last available price;
- (d) in the event that any assets are not listed or dealt in on any stock exchange or on any Regulated Market, or if, with respect to assets listed or dealt in on any stock exchange, or Regulated Market as aforesaid, the price as determined pursuant to **clause 12.8.2.1(b)** or **clause 12.8.2.1(c)** is not representative of the fair market value of the relevant assets, the value of such assets will be established by the AIFM with the support of the Board in compliance with the International Private Equity and Venture Capital Valuation Guidelines issued by the Invest Europe in 2018;
- (e) the liquidating value of futures, spot, forward or options contracts not traded on exchanges or on Regulated Markets will be based on their net liquidating value determined pursuant to the policies established by the AIFM with the support of the Board, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, spot, forward or options contracts traded on exchanges or on Regulated Markets will be based upon the last available prices of these contracts on exchanges and Regulated Markets on which the particular futures, spot, forward or options contracts are traded by the RAIF; provided that if a futures, spot, forward or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract will be such value as the AIFM with the support of the Board may deem fair and reasonable;
- (f) credit default swaps will be valued at their present value of future cash flows by reference to standard market conventions, where the cash flows are adjusted for default probability or such other method determined in good faith by the AIFM if they consider that such valuation better reflects the fair value of the relevant credit default swaps. Interest rate swaps will be valued at their market value established by reference to the applicable interest rates' curve. Other swaps will be valued at fair market value as determined in good faith pursuant to the procedures established by the AIFM with the support of the Board and recognised by the approved statutory auditor of the RAIF;
- (g) units or shares of open-ended UCIs will be valued at their last official net asset value, as reported or provided by such UCIs or their agents, or at their unofficial net asset values (i.e. estimates of net asset values) if more recent than their last official net asset values provided that a due diligence process has been carried out, in accordance with instructions and under the overall control and responsibility of the AIFM, as to the reliability of such unofficial net asset values. The Net Asset Value calculated on the basis of unofficial net asset values of target UCIs may differ from the net asset value which would have been calculated, on the relevant Valuation Day, on the basis of the official net asset values determined by the administrative agents of the target UCIs. The Net Asset Value is final and binding notwithstanding any different later determination. Units or shares of closed-ended UCIs shall be valued at their last available stock market value;
- (h) the value of money market instruments not admitted to official listing on any stock exchange or dealt on any other Regulated Market and with remaining maturity of less than twelve (12) months and of more than ninety (90) days is deemed to be the nominal value thereof, increased by any interest accrued thereon.

Money market instruments with a remaining maturity of ninety (90) days or less and not traded on any market will be valued by the amortised cost method, which approximates market value;

- (i) all other securities and other assets will be valued at fair market value as determined in good faith pursuant to the procedures established by the AIFM with the support of the Board.

- 12.8.2.2 For the purpose of determining the value of the RAIF assets, the Central Administrative Agent, having due regards to the standard of care and due diligence in this respect, may, when calculating the Net Asset Value, completely and exclusively rely, unless there is manifest error or negligence on its part, upon the valuations provided (a) by various pricing sources available on the market such as pricing agencies (i.e. Bloomberg, Reuters) or fund administrators, (b) by prime brokers and brokers, or (c) by (a) specialist(s) duly authorised to that effect by the Board and the AIFM. Finally, (d) in the case no prices are found or when the valuation may not correctly be assessed, the Central Administrative Agent may rely upon the valuation provided by the AIFM with the support of the Board, as further described in the relevant agreement.
- 12.8.2.3 In circumstances where (a) one or more pricing sources fail(s) to provide valuations to the Central Administrative Agent, which could have a significant impact on the Net Asset Value, or where (b) the value of any asset(s) may not be determined as rapidly and accurately as required, the Central Administrative Agent is authorised not to calculate the Net Asset Value and as a result may be unable to determine subscription, conversion and redemption prices. The AIFM and/or the Board shall be informed immediately by the Central Administrative Agent should this situation arise. The Board may then decide to suspend the calculation of the Net Asset Value in accordance with the procedures described under the heading "Suspension of the calculation of Net Asset Value" below.
- 12.8.2.4 Adequate provisions will be made, Compartment by Compartment, for expenses to be borne by each of the Compartments and off-balance-sheet commitments may possibly be taken into account on the basis of fair and prudent criteria.
- 12.8.2.5 Notwithstanding the foregoing, The Board and/or the AIFM may follow some other appropriate method of valuation if they consider that in the circumstances such other method of valuation should be adopted to reflect more fairly the value of any investment. The Board and/or the AIFM is entitled to exercise its reasonable judgement in determining the value to be attributed to assets and liabilities of the Fund and, provided it acts bona fide in the interest of the RAIF as a whole, such valuation is not open to challenge by current or previous Shareholders of the RAIF.
- 12.8.2.6 The value of all assets and liabilities not expressed in the Base Currency of a Compartment will be converted into the Base Currency of such Compartment at rates last quoted by any major bank. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the AIFM, with the support of the Board.
- 12.8.2.7 The AIFM, at its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the RAIF.

12.8.3 the RAIF liabilities shall include (without limitation):

- 12.8.3.1 all borrowings, bills matured and accounts due;
- 12.8.3.2 all liabilities known, whether matured or not, including all matured contractual obligations that involve payments in cash or in kind (including the amount of dividends declared by the RAIF but not yet paid);
- 12.8.3.3 all reserves, authorised or approved by the AIFM and/or the Board, in particular those that have been built up to reflect a possible depreciation on some of the RAIF assets;
- 12.8.3.4 all of the RAIF other liabilities, of whatever nature with the exception of those represented by Shares in the RAIF. To assess the amount of these other liabilities, the RAIF shall take into account all expenditures to be borne by it, including, without any limitation, the incorporation expenses and costs for subsequent amendments to the Articles, accountant, Depositary and Paying Agent, Domiciliary Agent, Central Administrative Agent, as well as the permanent representatives of the RAIF in countries where it is subject to registration (if any), the costs for legal assistance and for the auditing of the RAIF's annual accounts and reports, the advertising costs, the costs of printing and publishing the documents prepared in order to promote the sale of Shares, the costs of printing the annual and interim financial reports, the costs of translating (where necessary) the semi-annual report (if any) and accounts, the annual audited report and accounts and all Issuing Documents, the costs of printing confirmations of registration, the cost of convening and holding Shareholders' meetings and meetings of the Board, reasonable travelling expenses of the Board, directors' fees, the costs of registration statements (and maintaining the registration of the RAIF with governmental agencies or stock exchanges to permit the sale of the Shares), all taxes, corporate fees and duties charged by governmental authorities and stock exchanges, fiscal and governmental charges or duties in respect of or in connection with the acquisition, holding or disposal of any of the assets of the RAIF or relating to the purchase, sale, issue, transfer, redemption or conversion of Shares by the RAIF and of paying dividends or making other distributions thereon, the costs of publishing the issue and redemption prices as well as any other running costs, including financial interest, fees or charges payable resulting from any borrowing by the RAIF, banking and brokerage expenses incurred when buying or selling assets or otherwise and all other administrative costs. For the valuation of the amount of these liabilities, the RAIF shall take into account pro rata temporis the expenses, administrative and other, that occur regularly or periodically;
- 12.8.3.5 the RAIF constitutes one single legal entity. With regard to third parties, in particular towards the RAIF's creditors, each Compartment shall be exclusively responsible for all liabilities attributable to it. The assets, liabilities, expenses and costs that cannot be allotted to one Compartment will be charged to the different Compartments in equal parts or, as far as it is justified by the amounts concerned, proportionally to their respective net assets.
- 12.8.3.6 Each of the Shares in the process of being redeemed shall be considered as a Share issued and existing until the close of business on the Valuation Day applied to the redemption of such Share and its price shall be considered as a liability of the RAIF from the close of business on this date and this until the price has been paid.

- 12.8.3.7 Each Share to be issued by the RAIF in accordance with subscription applications received shall be considered as issued from the close of business on the Valuation Day of its issue price and its price shall be considered as an amount owed to the RAIF until it has been received by the RAIF.
- 12.8.3.8 All investments, cash balances and other assets expressed in currencies other than the Base Currency of the relevant Compartment shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value of Shares and where on any Valuation Day the RAIF has contracted to:
 - (a) purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the RAIF and the value of the asset to be acquired shall be shown as an asset of the RAIF;
 - (b) sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the RAIF and the asset to be delivered shall not be included in the assets of the RAIF;
- 12.8.3.9 provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Day then its value shall be estimated by the RAIF.
- 12.8.3.10 The Net Asset Value per Share of each Compartment, and the issue, conversion and redemption prices shall be made public at the date indicated in the relevant Compartment's Supplement at the RAIF's registered office.
- 12.8.3.11 In addition, they may be inserted in any newspaper as the Board may decide.

13. **SUSPENSION OF THE CALCULATION OF THE NET ASSET VALUE**

- 13.1 The Board or the AIFM is authorised to temporarily suspend the calculation of the Net Asset Value per Share of any particular Compartment, as well as issues, redemptions and conversions of Shares in the following circumstances:
 - 13.1.1 during any period when any of the principal stock exchanges or other markets on which any substantial portion of the investments of the RAIF attributable to such Compartment from time to time is quoted or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended or when one or more pricing sources fails to provide valuations, provided that such restriction or suspension affects the valuation of the investments of the RAIF attributable to a Compartment quoted thereon; or
 - 13.1.2 during the existence of any state of affairs which constitutes an emergency in the opinion of the Board or the AIFM as a result of which disposals or valuation of assets owned by the RAIF attributable to such Compartment would be impracticable; or
 - 13.1.3 during any breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Compartment or the current price or values on any stock exchange or other market in respect of the assets attributable to such Compartment; or
 - 13.1.4 when for any other reason the prices of any investments owned by the RAIF attributable to any Compartment cannot promptly or accurately be ascertained; or

- 13.1.5 during any period when the RAIF is unable to repatriate funds for the purpose of making payments on the redemption of the Shares of such Compartment or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot in the opinion of the Board be made at normal rates of exchange; or
 - 13.1.6 upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving on the winding-up of the RAIF; or
 - 13.1.7 upon the closure of a Compartment further to a decision of (i) the general meeting of Shareholders or (ii) the Board.
- 13.2 In addition to the above, in order to prevent market timing opportunities arising when a net asset value is calculated on the basis of market prices which are no longer up to date, the Board is authorised to suspend temporarily issues, redemptions and conversions of Shares of one or several Compartment(s) when the stock exchange(s) or market(s) that supplies/supply prices for a significant part of the assets of one or several Compartment(s) are closed, if and when applicable.
- 13.3 When Shareholders are entitled to request the redemption or conversion of their Shares, if any application for redemption or conversion is received in respect of any relevant Valuation Day (the "**First Valuation Day**") which either alone or when aggregated with other applications so received, is above the liquidity threshold (as defined in the relevant Compartment's Supplement) determined by the Board for any one Compartment, the RAIF reserves the right in its sole and absolute discretion (and in the best interests of the remaining Shareholders) to scale down pro rata each application with respect to such First Valuation Day so that not more than the corresponding amounts be redeemed or converted with respect to such First Valuation Day. To the extent that any application is not given full effect with respect to such First Valuation Day by virtue of the exercise of the power to pro-rate applications, it shall be treated with respect to the unsatisfied balance thereof as if a further request had been made by the Shareholder in respect of the next following Valuation Day and, if necessary, subsequent Valuation Days, until such application shall have been satisfied in full. With respect to any application received in respect of the First Valuation Day, to the extent that subsequent applications shall be received in respect of following Valuation Days, such later applications shall be postponed in priority to the satisfaction of applications relating to the First Valuation Day, but subject thereto shall be dealt with as set out in the preceding sentence.
- 13.4 Shareholders having made an application for subscription, redemption and conversion of Shares in the Compartment(s) for which the calculation of the Net Asset Value has been suspended will be informed of any such suspension at the time of the filing of their written request for such subscription, redemption or conversion or as soon as possible thereafter.
- 13.5 Such suspension as to any Compartment will have no effect on the calculation of the Net Asset Value per Share of any other Compartment, unless these Compartments are also affected.
- 13.6 Any request for subscription, redemption or conversion will be irrevocable except in the event of a suspension of the calculation of the Net Asset Value, in which case Shareholders may give notice that they wish to withdraw their application. If no such notice is received by the RAIF, such application will be dealt with on the first Valuation Day, as determined for each relevant Compartment, following the end of the period of suspension.
- 13.7 Under exceptional circumstances that may adversely affect the interests of Shareholders, or in instances of insufficient market liquidity or massive redemption applications of one Compartment, the Board and the AIFM reserve the right only to determine the share price after having executed, as soon as possible, the necessary sales of securities or other assets on behalf of the Compartment. In this case, subscription, redemption and conversion applications in process shall be dealt with on the basis of the Net Asset Value thus calculated.

14. ISSUE OF SHARES, SUBSCRIPTION AND PAYMENT PROCEDURE

- 14.1 Unless otherwise provided for in a Compartment's Supplement, the following provisions shall apply to the Compartments.
- 14.2 The Board is authorised to issue additional Shares within each Compartment at all times in accordance with the applicable laws.
- 14.3 In addition, the Board may engage one or more placement agents with respect to the offer and sale of Shares.
- 14.4 Each potential investor will be required to complement a subscription form addressed to the RAIF and processed by the registrar and transfer agent with respect to a subscription to any Compartment.
- 14.5 New Shares of either Class, which shall be fully subscribed and fully paid-up as provided in the relevant Compartment's Supplement, in a number corresponding to the total amount of Shares for which the relevant investors filed a subscription agreement.
- 14.6 The subscription form obliges potential investors to irrevocably to subscribe and pay for the relevant Shares of the given Class of Shares within the Compartment, as determined in the relevant Compartment's Supplement, up to the total amount of Shares for which the relevant investors filed a subscription agreement.
- 14.7 The initial subscription periods as well as the conditions set forth to subscribe for Shares in the Compartment are specified in the relevant Compartment's Supplement.
- 14.8 After the initial subscription period, Shares of each Compartment will be issued at a price corresponding to the applicable Net Asset Value per Share of such Compartment on the relevant Valuation Day, increased, as the case may be, by a subscription fee for the purpose of compensating any financial intermediary, as the case may be or reverting to the Board or the relevant Compartment or the relevant Class of Shares of such Compartment as further set out in the relevant Compartment's Supplement.
- 14.9 Subscription applications must be sent to the RAIF for each Compartment in writing or by fax or by email using the subscription form. All subscriptions will be handled on the basis of an unknown Net Asset Value.
- 14.10 Confirmation of registration in the Shareholders' register will be sent to Shareholders as soon as possible following the day of publication of the Net Asset Value.
- 14.11 In each Compartment, Shares may be available in the Base Currency of the relevant Compartment, or in any other freely convertible currency in which case the Shareholder shall pay the cost of any currency conversion and the rate of such conversion will be that of the relevant Valuation Day.
- 14.12 No Share will be issued in a Compartment during any period when the calculation of the Net Asset Value per Share of such Compartment is suspended or where issues have been suspended by the RAIF, pursuant to the powers reserved to it by the Articles. In case of such suspensions, the application for Shares will be dealt with on the first Valuation Day following the end of such suspension period.
- 14.13 Subject to applicable law and to the preparation of an audited report drawn up by the Approved Statutory Auditor of the RAIF, the Board may, at its discretion, agree to issue Shares as consideration for a contribution in kind of securities or assets provided that such securities or assets comply with the investment objectives and policy of the RAIF. The Board will only exercise its discretion if: (i) the relevant Shareholder consents thereto; and (ii) the transfer would not adversely affect Shareholders. Any costs incurred in connection with a contribution of securities or assets shall be borne by the relevant Shareholder.

- 14.14 The Board reserves the right to reject any application in whole or in part in the following circumstances, in which case subscription monies paid, as appropriate, will be returned to the applicant on the day following the subscription order's rejection:
- 14.14.1 the investor is not considered as a Well-informed Investor; or
 - 14.14.2 the investor does not comply with the "know your client" requirements in order to prevent money-laundering transactions; or
 - 14.14.3 the investment by such investor would entail a breach, a non-compliance or non-fulfilment of any applicable law or regulation; or
 - 14.14.4 the investor is a US Person; or
 - 14.14.5 the investor is a US person falling within the ambit of the FATCA provisions; or
 - 14.14.6 the subscription is not paid within the relevant time period.
- 14.15 The minimum subscription amount is one hundred and twenty five thousand Euros (EUR 125.000,-). Shares are, in accordance with the requirements of the RAIF Law exclusively restricted to investors who qualify as Well-informed Investors.
- 14.16 The subscription form by which investors may subscribe for Shares is governed by the Luxembourg laws and any disputes arising from the application form will be brought before the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. Shareholders should note that there are no legal instruments in Luxembourg required for the recognition and enforcement of judgments in Luxembourg.

15. **REDEMPTION OF SHARES**

- 15.1 Unless otherwise indicated in the Compartment's Supplement, the following provisions shall apply.
- 15.2 Any shareholder is entitled, at any time, to have its shares repurchased by the relevant Compartment. Shares repurchased by the relevant Compartment may be cancelled.
- 15.3 Redemption fee may or may not be charged to shareholders as set out in the relevant Supplement.
- 15.4 The RAIF shall not redeem any Shares if the net assets of the RAIF would fall below the minimum capital required in the RAIF Law as a result of such redemption.

Redemption procedure

- 15.5 Redemption applications must be sent to the registrar and transfer agent in writing, by email, by telex or by fax. The application is irrevocable (subject to the provisions of **clause 13** "Suspension of the calculation of the net asset value") and must indicate the number of shares of which Compartment to be repurchased as well as all useful references allowing the settlement of the repurchase such as the name in which the shares to be redeemed are registered and the necessary information as to the investor to whom payment is to be made. Also with the application to redeem, any confirmations of the issue of shares, if delivered, have to be returned to the RAIF.
- 15.6 All repurchase applications must be notified to the RAIF in Luxembourg before noon Luxembourg time, on the days of notice set out in the relevant Supplement prior to the Valuation Day on which the application is to be made. Repurchase applications shall be notified at an unknown Net Asset Value. Applications notified after this deadline shall be dealt with on the next following Valuation Day.
- 15.7 The payment for repurchased shares shall be made at the applicable Net Asset Value and paid within three (3) Business Days following the applicable Valuation Day, provided the RAIF has received all the documents certifying the repurchase.

- 15.8 Payment shall be made in the Base Currency, in accordance with the instructions indicated in the redemption form, or in another currency, in which case the conversion charges shall be borne by the Shareholder.
- 15.9 The repurchase price of Shares of the RAIF may be higher or lower than the purchase price paid by the Shareholder at the time of subscription due to the appreciation or depreciation of the Net Asset Value of the Shares.
- 15.10 Repurchase of Shares may entail sales of assets of the relevant Compartment to honour such repurchase requests, and, as far as the assets may have limited liquidity which may impact on the liquidity offered by the Compartment, the Board may decide, provided that equal treatment of Shareholders is complied with, to postpone the Valuation Day of the repurchase and payment of the relevant shares until the sales of assets of the relevant Compartment has been made, taking due account of the interests of the Shareholders of the relevant Compartment.
- 15.11 The RAIF shall have the right, if the Board so determines, to satisfy payment of the redemption price to any Shareholder who agrees, in specie by allocating to the Shareholder investments from the portfolio of assets of the RAIF equal to the value of the Shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other Shareholders and the valuation used shall be confirmed by a special report of the Approved Statutory Auditor of the RAIF (*réviseur d'entreprises agréé*). The costs of any such transfers shall be borne by the redeeming Shareholder.

16. **TRANSFER OF SHARES**

- 16.1 Unless otherwise provided for in a Compartment's Supplement, the following procedures shall apply to the Compartments.
- 16.2 A Shareholder may transfer all or part of the Shares held to another Eligible Investor.
- 16.3 Any transfer of Shares is subject to the purchaser or assignee thereof fully and completely assuming in writing, prior to the transfer or assignment, all outstanding obligations of the transferor under the Subscription Form entered into by the transferor. The transferor shall be deemed to remain the holder of the Shares until the name of the transferee is entered in the Shareholders' register in respect thereof.
- 16.4 Applications to transfer Shares must be made using the transfer form available at the registered office of the RAIF and processed by the registrar and transfer agent. The transfer form must be sent to the RAIF in writing. Upon receipt of the transfer request, the RAIF may require that the signature(s) be guaranteed by an approved bank, stock broker or public notary. Shareholders are advised to contact the RAIF prior to requesting a transfer to ensure that they have all the correct documentation for the transaction.
- 16.5 The transfer may only be processed provided that the transferee fulfils (i) the same minimum holding requirements as the transferor, if any, and (ii) identification, eligibility or other requirement applying to redemption and subscription of Shares (See **clause 14** "Issue of Shares, subscription and payment procedure" and **clause 15** "Redemption of Shares" as well as **clause 17** "Restrictions of ownership of Shares").

17. **RESTRICTION OF OWNERSHIP OF SHARES**

The RAIF reserves the right to:

- 17.1 refuse all or part of a subscription application for Shares under the circumstances provided for under "Subsequent Subscriptions" under **clause 14** "Issue of Shares, Subscription and Payment Procedure" above;
- 17.2 redeem, at any time, Shares held by a Shareholder not authorised to buy or own the Shares and return the proceeds to the Shareholder.

17.2.1 **Eligible Investors**

- 17.2.1.1 The sale of Shares is restricted to Eligible Investors.
- 17.2.1.2 The RAIF will not issue Shares to investors which may not be considered as Eligible Investors. Furthermore, the RAIF will not give its approval to any transfer of Shares that would result in an investor not qualifying as an Eligible Investor becoming a Shareholder of the RAIF. The RAIF, at its full discretion, will refuse the issue or transfer of Shares if there is not sufficient evidence that the investor to which the Shares are sold or transferred to is an Eligible Investor.
- 17.2.1.3 Eligible Investors subscribing in their own name, but on behalf of a third party, must certify that such subscription is made on behalf of an Eligible Investor as aforesaid and the RAIF may require at its sole discretion, evidence that the beneficial owner of the Shares is an Eligible Investor.
- 17.2.1.4 The Registrar and Transfer Agent has been appointed to assist the AIFM and the Board to carry out the control of the eligible status of investors on their behalf and their ultimate responsibility; it being understood that, in case of doubt, the Registrar and Transfer Agent may require the Board to expressly determine whether an investor qualifies as a Eligible Investor. It is, in any case, the Board's responsibility to accept or reject any application from investors in this respect.
- 17.2.1.5 Although the transactions on the secondary market are always permitted and cannot be cancelled, the RAIF may redeem at any time Shares held by a Shareholder not authorised or not qualifying as an Eligible Investor.

17.2.2 **U.S. Persons**

The Shares have not been registered under the United States Securities Act of 1933 as amended and have not been registered with the Securities and Exchange Commission or any state or securities commission nor has the RAIF, been registered under the Investment Company Act of 1940 as amended and, consequently, the Shares may not be publicly offered for sale in the United States of America, or in any of its territories or possessions subject to its jurisdiction or for the benefit of U.S. Persons, as defined in the Articles or U.S. Persons falling within the ambit of the FATCA provisions. The Shares may not be sold, transferred, pledged or otherwise disposed of in the United States of America, to Specified U.S. Persons, non-participating Foreign Financial Institutions, or passive Non-Financial Foreign Entities with one or more substantial U.S. owners, as defined under FATCA and the FATCA Law. The Board may accept U.S. Persons provided that the holding of Shares by such U.S. Persons is not detrimental to the RAIF and does not result in the RAIF being exposed to tax, financial or any other disadvantages that would not have otherwise incurred, and provided that such U.S. Person does not fall within the scope of the FATCA provisions. The RAIF may require any Partner or beneficial owner of the Shares to promptly furnish such personal data as may be required by the RAIF at its discretion in order to comply with regulation and/or promptly determine the amount of withholding to be retained.

18. **CONVERSION OF SHARES**

- 18.1 Unless otherwise provided for in the relevant Compartment's Supplement, the following provisions shall apply to the Compartments.
- 18.2 Conversions of Shares are in principle not authorised, except with the prior consent of the Board.
- 18.3 In this case, Shareholders may request that all or part of their Shares of any Class of Shares they hold in a Compartment be converted to (i) Shares of the same Class of another Compartment; or (ii) Shares of a different Class of the same or another Compartment at a

price corresponding to the applicable Net Asset Value per Share of the relevant Class of Shares of the relevant Compartment increased, as the case may be, by a conversion fee, if applicable, for the purpose of compensating any Financial Intermediary or reverting to the Board or the relevant Compartment or the relevant Class of Shares of such Compartment, as set out in the relevant Compartment's Supplement.

- 18.4 An Investors Pack containing, *inter alia*, a conversion form is available at the registered office of the RAIF. The Shareholder who wants to make such a conversion must send the conversion form in writing or by fax or by email to the RAIF, indicating the number of Shares to be converted from one Compartment to another. All conversion requests will be handled on the basis of an unknown Net Asset Value.
- 18.5 Conversion requests are irrevocable except in the case of suspension of the calculation of the Net Asset Value as described in **clause 13** "Suspension of the Calculation of the Net Asset Value" above.
- 18.6 The RAIF reserves the right to refuse all or part of a conversion application for Shares.
- 18.7 Furthermore, if on any Valuation Day, conversion requests relate to more than fifty percent (50%) in aggregate of the Shares in issue in a specific Compartment, the Board may decide that all or part on a pro rata basis for each Shareholder having asked for the conversion of his/her/its Shares, of such requests for conversion will be deferred for such period as the Board considers to be in the best interests of the relevant Compartment. On the next Valuation Day following this period, such outstanding conversion requests will be met in priority to later requests.
- 18.8 The number of Shares allotted to the new Compartment will be established according to the following formula:

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

Where:

- A equals the number of Shares to be allotted in the new Compartment;
- B equals the number of Shares to be converted in the initial Compartment;
- C equals the Net Asset Value, on the applicable Valuation Day, of the Shares to be converted in the initial Compartment;
- D equals the Net Asset Value, on the applicable Valuation Day, of the Shares to be allotted in the new Compartment.

- 18.9 After conversion, the RAIF will inform the Shareholders of the number of new Shares obtained by the conversion and their price.
- 18.10 The conversion price is calculated up to three (3) decimal places.

19. **DISTRIBUTION POLICY**

- 19.1 Distributions, if any, shall be made at the discretion of the Board and may be reinvested by the relevant Compartment, by means of *inter alia* dividends, return of share premium (if any), or, as the case may be, through the redemption of Shares.
- 19.2 All distribution will be made net of any income, withholding and similar taxes payable by the RAIF, including, for example, any withholding taxes, an interest on dividends received by the RAIF and capital gains taxes and withholding taxes on the relevant Compartments' Investments.
- 19.3 The registered Shareholders shall be paid by bank transfer, according to their instructions.

- 19.4 Payments, if any, will be made by transfer in the Base Currency of the relevant Compartment or in any currency specified by the Shareholder in which case any currency conversion costs shall be borne by the relevant Shareholder.
- 19.5 Dividends remaining unclaimed five (5) years after their declaration will be forfeited and reverted to the Compartment concerned.
- 19.6 The Board may pay interim dividends, at its own discretion.
- 19.7 In no event will a distribution be paid if, as a result thereof, the net assets of the RAIF would fall below one million two hundred and fifty thousand Euros (EUR 1,250,000.-).
- 19.8 The Board, with the consent of the AIFM, such consent not to be withheld unless the AIFM reasonably determines that such reinvestment, recycling or recall would jeopardize the liquidity of the Compartment, may elect to cause a Compartment to reinvest or distribute and recall proceeds from the disposition of Investments.
- 19.9 Notwithstanding the foregoing, the Board shall be entitled to retain all or part of the net proceeds due to any Shareholders in order to pay any actual or future expenses, fees and liabilities allocated to the relevant Compartment (including any outstanding loans or interest thereon).
- 19.10 Net proceeds shall be distributed by the Compartments in accordance with the terms and conditions set out in the relevant Compartment's Supplement.

20. **TAX CONSIDERATIONS**

- 20.1 This information is based on the laws, regulations, decisions and practice currently in force in Luxembourg as of September 2023 and is subject to changes therein, possibly with retrospective effect.
- 20.2 This summary does not purport to be a comprehensive description of all Luxembourg tax laws and Luxembourg tax considerations that may be relevant to a decision to invest in, own, hold, or dispose of Shares and is not intended as tax advice to any particular Shareholder or potential investors. Prospective investors should consult their own professional tax advisers as to the implications of buying, holding or disposing of Shares and to the provisions of the laws of the jurisdiction in which they are subject to tax. This summary does not describe any tax consequences arising under the laws of any state, locality or other taxing jurisdiction other than Luxembourg.

20.2.1 **Luxembourg tax aspects at the RAIF level**

20.2.1.1 **Taxation of the RAIF**

- (a) The RAIF is structured as a public limited liability company (*société anonyme* - the "SA").
- (b) A public limited liability company (*société anonyme*) is in principle a fully taxable company in Luxembourg. However, by virtue of the RAIF regime, the RAIF taking the form of a SA is not subject to taxation in Luxembourg on its income, profits or gains.
- (c) The RAIF should not be subject to net wealth tax in Luxembourg.

20.2.1.2 **Subscription Tax**

- (a) The RAIF is, nevertheless, in principle, subject to a subscription tax ("*taxe d'abonnement*") levied at the rate of zero point zero one percent (0.01%) per annum based on their net asset value at the end of the relevant quarter, calculated and paid quarterly.

- (b) A subscription tax exemption applies to (i) the assets invested in other Luxembourg based undertakings for collective investment, specialised investment funds and RAIFs subject to this tax; (ii) certain institutional cash funds, (iii) microfinance funds and (iv) pension pooling funds.
- (c) Individuals compartments and classes which are reserved to pensions schemes may also benefit from the subscription tax exemption,

20.2.1.3 **Withholding Tax**

- (a) Interest and dividend income received by the RAIF may be subject to non-recoverable withholding tax in the source countries. The RAIF may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin. The RAIF may benefit from double tax treaties entered into by Luxembourg, which may provide for exemption from withholding tax or reduction of withholding tax rate.
- (b) Distributions¹ made by the RAIF as well as liquidation proceeds and capital gains derived therefrom should not be subject to withholding tax in Luxembourg.

20.2.1.4 **VAT**

- (a) From a VAT point of view, the RAIF is considered as a taxable person. The RAIF is required to register for VAT purposes in Luxembourg and to file VAT returns.
- (b) As per Article 44, §1, d) of the Luxembourg VAT law, management services rendered to the RAIF benefit from a VAT exemption.

20.2.1.5 **Tax residency**

The RAIF qualifies as a resident of Luxembourg for Luxembourg tax purposes to the extent that its statutory seat is in Luxembourg.

20.2.2 **Luxembourg tax aspects at the Shareholders level**

The receipt of dividends (if any) by Shareholders, the monies received upon redemption or transfer of Shares and any distribution on a winding-up of the RAIF may result in a tax liability for the Shareholders according to the tax regime applicable in their country of residence, citizenship and/or domicile (as the case may be).

20.2.2.1 **Luxembourg Resident Shareholders**

20.2.2.2 **Luxembourg resident individual Shareholders**

- (a) Capital gains realised on the sale of the Shares by Luxembourg resident individual Shareholders who hold the Shares in their personal portfolios (and not as business assets) are generally not subject to Luxembourg income tax except if one of the following conditions is met:

¹ The term "distributions" includes dividend distributions, distributions of liquidation proceeds, distribution of equity reserves and capital repayments.

- (1) the Shares are sold within six (6) months from their subscription or purchase; or
 - (2) if the Shares held in the private portfolio constitute a substantial shareholding. A shareholding is considered as substantial when the seller holds or held, alone or with his/her spouse and underage children, either directly or indirectly at any time during the five years preceding the date of the disposal, more than ten percent (10%) of the share capital of the RAIF.
- (b) Capital gains satisfying one or the two above conditions and distributions received from the RAIF will be subject to Luxembourg personal income tax. Luxembourg personal income tax is levied following a progressive income tax scale.

20.2.2.3 **Luxembourg resident corporate Shareholders**

- (a) Luxembourg resident corporate Shareholders will be subject to corporation taxes (ie corporate income tax, contribution to the employment fund and municipal business tax) on capital gains realised upon disposal of Shares and on the distributions received from the RAIF.
- (b) Luxembourg resident corporate Shareholders who benefit from a special tax regime, such as, for example, (i) an undertaking for collective investment (UCI) subject to the 2010 Law, as amended, (ii) specialized investment funds subject to the law of 13 February 2007 on specialised investment funds, as amended, (ii) reserved alternative investment funds subject to the RAIF Law (to the extent they are not subject to general corporation taxes), or (iii) family wealth management companies subject to the law of 11 May 2007 related to family wealth management companies, as amended, are exempt from income tax in Luxembourg, but are instead subject to an annual subscription tax (*taxe d'abonnement*) and thus income derived from the Shares, as well as gains realized thereon, are not subject to Luxembourg corporation taxes.
- (c) The Shares shall be part of the taxable net wealth of the Luxembourg resident corporate Shareholders except if the holder of the Shares is (i) a UCI subject to the 2010 Law, as amended, (ii) a vehicle governed by the law of 22 March 2004 on securitization, as amended, (iii) a company governed by the law of 15 June 2004 on the investment company in risk capital, as amended, (iv) a specialized investment fund subject to the law of 13 February 2007 on specialised investment funds, (v) a reserved alternative investment funds subject to the RAIF or (vi) a family wealth management company subject to the law of 11 May 2007 related to family wealth management companies, as amended. The taxable net wealth is subject to tax on a yearly basis at the rate of zero point five percent (0.5%). A reduced tax rate of zero point zero five percent (0.05%) is due for the portion of the taxable net wealth exceeding five hundred million euros (EUR 500 million).

20.2.2.4 **Luxembourg Non-residents Shareholders**

Luxembourg Non-residents Shareholders who do not have a permanent establishment nor a permanent representative in Luxembourg to which the Shares are attributable, should not be subject to Luxembourg taxation on capital gains realized upon disposal of the Shares nor on the distribution received from the RAIF and the Shares should not be subject to net wealth tax.

21. **EU Anti-Avoidance Directives**

- 21.1 Anti-tax avoidance rules were introduced in the Luxembourg legislation as a result of the transposition of the ATAD 1 and ATAD 2.
- 21.2 In general terms, these new rules aim at tackling aggressive tax planning strategies.
- 21.3 ATAD 1 introduced 5 anti-abuse rules, including interest limitation rules, controlled foreign companies rules, EU hybrid mismatches rule, general anti-abuse rule as well as rules relating to the exit taxation.
- 21.4 ATAD 2 complements ATAD 1 by amending and expanding its scope with regards to the hybrid mismatches to include third countries and to cover also specific situations giving rise to a mismatch outcome, such as reverse hybrid entities.
- 21.5 Each Shareholder shall promptly provide to the RAIF any proof and information required that would allow the RAIF to comply with the Luxembourg domestic laws implementing ATAD 1 and ATAD 2 and/or mitigate any adverse effect leading to the RAIF suffering an increase or new tax liability or becoming subject to additional costs.
- 21.6 Each Shareholder allows the RAIF to disclose to any governmental (including tax) authorities in Luxembourg, any information on the Investor in order to comply with ATAD 1 and ATAD 2.

22. **Mandatory Disclosure rules**

- 22.1 Under DAC 6 as transposed to Luxembourg legislation, under certain conditions, intermediaries or taxpayers are required to report cross-border arrangements entered into as of 25 June 2018 to the Luxembourg tax authorities within specific deadlines.
- 22.2 Each Shareholder shall promptly provide to the RAIF any proof and information required that would allow the RAIF to comply with the Luxembourg domestic laws implementing DAC 6 and/or mitigate any adverse effect leading to the RAIF suffering an increase or new tax liability or becoming subject to additional costs.
- 22.3 Under the DAC 6 rules, the RAIF could have disclosure and reporting obligations regarding, broadly speaking, the arrangements, structures, investments and/or transactions that the RAIF participates in.

23. **Tax Indemnification**

- 23.1 If a Shareholder would cause the RAIF to suffer an increased or new tax liability or to become subject to additional costs (the "**Tax Event**"), the relevant Investor(s) shall be solely liable for all costs arising from the Tax Event (the "**Tax Costs**").
- 23.2 In a Tax Event, the Shareholder(s) shall indemnify and hold harmless the Board and the RAIF for the Tax Costs resulting from a Tax Event. In this respect, the RAIF shall have full authority (but not the obligation) to take any and all of the following actions:
 - 23.2.1 withhold from distribution or payment of any kind to the relevant Shareholder Tax Cost arising from the Tax Event while deeming such amounts to have been received in cash by such Shareholder.
 - 23.2.2 require such Shareholder to withdraw from the RAIF.
 - 23.2.3 transfer such Shareholder's Shares to a third party (including but not limited to any existing Shareholder) in exchange for the consideration negotiated by the Fund in good faith for such Shares.
 - 23.2.4 require such Shareholder to make any additional payment to the RAIF to cover any Tax Costs arising from the Tax Event.

- 23.2.5 take any other action that the Fund deems in good faith to be reasonable to mitigate any adverse effect resulting from the Tax Event on the RAIF, the Board, any other Shareholder or the underlying assets.
- 23.3 For the purpose of this section:
- 23.3.1 The term Tax Costs includes any taxes, costs, expenses arising from a Tax Event and borne directly or indirectly by the RAIF (including tax penalties, interest for late payment of taxes, and costs incurred in any examination, investigation, determination, resolution and payment of such liabilities).
- 23.3.2 The relevant Investor(s) include any Investor acting together or any Investor whose ownership of Shares has not or would not directly trigger the Tax Event but has resulted or would result in the RAIF, suffering an increased or new tax liability or becoming subject to additional costs.
- 23.3.3 The term Tax Event includes in particular (but not only), a situation where the tax treatment applicable at the jurisdiction of establishment of an Investor, would result in the RAIF, suffering an increased or new tax liability or becoming subject to additional costs as a result of the application of rules provided under any law or regulation having implemented or purporting to implement ATAD 1 and ATAD 2.
24. **Other tax considerations**
- 24.1 On 22 December 2021, the European Commission made available a proposal Directive which sets out minimum substance requirements for shell companies within the EU, with the goal of preventing such undertakings for being used for tax evasion and avoidance ("**ATAD 3**").
- 24.2 ATAD 3 sets out three cumulative conditions which will determine whether an undertaking is subject to reporting requirements. These conditions comprise whether the undertaking predominantly derives passive income, is mainly engaged in cross-border activities and has inadequate (or no) resources of its own to perform core management activities.
- 24.3 If an entity meets the three cumulative conditions, it will be obliged to report whether it complies with certain minimum substance requirements (own premises, bank account and adequately qualified directors). If a company fails to meet these requirements, it will be presumed to be a shell company. Such company would then need to provide detailed evidence to either (a) rebut that presumption (e.g. the company was established for non-tax or commercial reasons) or (b) prove a lack of tax motives for its establishment (e.g. its interposition does not lead to a tax benefit for their beneficial owner(s) or the wider 'group) in order to benefit from an exemption.
- 24.4 While the Fund should be out of the scope of ATAD 3, it cannot be excluded that the subsidiaries of the Fund could fall within the scope of ATAD 3. Accordingly, an entity which is presumed to be a shell without any rebuttal or exemption will not (should ATAD 3 be adopted) be able to access tax relief deriving from double tax treaties or from the Parent-Subsidiary and Interest and Royalties Directives (which provide certain reliefs, in qualifying circumstances, with respect to dividends, distributions, interest and royalties payments).
- 24.5 If adopted, it cannot be excluded that ATAD 3 could have a material and adverse effect on the Fund investment structure, its operations and its subsidiaries.
25. **CRS**
- 25.1 The OECD has developed the CRS to achieve a comprehensive and multilateral automatic exchange of information ("**AEOI**") on a global basis. On 9 December 2014, the Euro-CRS Directive was adopted in order to implement the CRS among the Member States.
- 25.2 The Euro-CRS Directive was implemented into Luxembourg law by the CRS Law. The CRS Law requires Luxembourg financial institutions to identify financial assets holders and

establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement.

- 25.3 Accordingly, the RAIF may require its investors to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status. Responding to CRS-related questions is mandatory. The personal data obtained will be used for the purpose of the CRS Law or such other purposes indicated by the RAIF and the AIFM in the data protection section of the Issuing Document in compliance with Luxembourg data protection law. Information regarding an investor and his/her/its account will be reported to the Luxembourg tax authorities (*Administration des Contributions Directes*), which will thereafter automatically transfer this information to the competent foreign tax authority on a yearly basis, if such an account is deemed a CRS reportable account under the CRS Law. The investors have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*) and may contact the RAIF at its registered office to exercise their right.
- 25.4 In addition, Luxembourg signed the OECD's multilateral competent authority agreement ("**Multilateral Agreement**") to exchange information automatically under the CRS. The Multilateral Agreement aims to implement the CRS among non-Member States; it requires agreements on a country-by-country basis. The non-EU countries to which the CRS applies are listed in a Grand Ducal Decree.
- 25.5 The RAIF is responsible for the processing of the personal data provided for in the CRS Law.
- 25.6 The RAIF reserves the right to refuse any application for Shares if the information provided or not provided does not satisfy the requirements under the CRS Law.
- 25.7 Each Shareholder shall promptly provide to the RAIF and the Board any proof and information required that would allow the RAIF to comply with CRS Law.
- 25.8 Shareholders should consult their professional advisors on the possible tax and other consequences with respect to the implementation of the CRS, the associated implementing legislation in Luxembourg and any other similar legislation and /or regulations on their investments in the RAIF.
26. **FATCA**
- 26.1 The Foreign Account Tax Compliance Act, a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires Foreign Financial Institutions to pass information about "Financial Accounts" held by "Specified US Persons", directly or indirectly, to the US tax authorities, the IRS on an annual basis. A thirty percent (30%) withholding tax is imposed on certain US source income of any FFI that fails to comply with this requirement. On 28 March 2014, the Grand Duchy of Luxembourg entered into the Luxembourg IGA with the United States of America and a memorandum of understanding in respect thereof. The RAIF would hence have to comply with this Luxembourg IGA as, implemented into Luxembourg law by the FATCA Law in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA. Under the FATCA Law and the Luxembourg IGA, the RAIF may be required to collect information aiming to identify its direct and indirect shareholders that are Specified US Persons for FATCA purposes ("**FATCA reportable accounts**"). Any such information on reportable accounts provided to the RAIF will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States of America pursuant to Article 28 of the Convention between the Government of the United States of America and the Government of the Grand-Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996, as amended. The RAIF intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the thirty percent (30%) withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the RAIF. The RAIF will continually assess the extent of the requirements that FATCA and notably the FATCA Law place upon it.

- 26.2 To ensure the RAIF 's compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the RAIF, may:
- 26.2.1 request information or documentation, including W-8 and W-9 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of a Shareholder's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such Shareholder's FATCA status;
 - 26.2.2 report information concerning a Shareholder and his account holding in the RAIF to the Luxembourg tax authorities if such account is deemed a US reportable account under FATCA Law and the Luxembourg IGA;
 - 26.2.3 report information to the Luxembourg tax authorities (*Administration des Contributions Directes*) concerning payments to Shareholders with FATCA status of a non-participating foreign financial institution;
 - 26.2.4 deduct applicable US withholding taxes from certain payments made to a Shareholder by or on behalf of the RAIF in accordance with FATCA and the FATCA Law and the Luxembourg IGA; and
 - 26.2.5 divulge any such personal information to any immediate payer of certain US source income as may be required for withholding and reporting to occur with respect to the payment of such income.
- 26.3 The RAIF is responsible for the processing of the personal data provided for in the FATCA Law. The personal data obtained will be used for the purposes of the FATCA Law and such other purposes indicated by the RAIF or the AIFM in the Issuing Document in accordance with applicable data protection legislation, and may be communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*). Responding to FATCA-related questions is mandatory. The Shareholder have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*) and may contact the RAIF at its registered office to exercise their right.
- 26.4 A Shareholder or beneficial owner of Shares that (i) fails to comply with the RAIF's requests for information (or waiver of law permitting the disclosure of such information to a taxing authority) (such a Shareholder or beneficial owner, a "Recalcitrant Investor") or (ii) is a "foreign financial institution" or "FFI" as defined under FATCA which is neither a Participating FFI, nor a Deemed Compliant FFI, nor an Exempted Beneficial Owner, as these terms are defined in relevant U.S. Treasury Regulation, nor a Luxembourg Financial Institution (or similar status under an inter-governmental agreement ("IGA") with another jurisdiction) other than a Financial Institution treated as a Non-Participating Financial Institution pursuant to subparagraph 2(b) of Article 5 of the Luxembourg IGA (or the corresponding provision of another IGA) (such an FFI, a "Non-Participating FFI") may be subject to a withholding tax of thirty percent (30%) on payments, including principal, in respect of its interest in the interests. Neither the RAIF, nor any other person will be under any obligation to gross up any amounts deducted on payments to a Recalcitrant Investor or a Non-Participating FFI pursuant to FATCA. Finally, a Recalcitrant Investor or a Non-Participating FFI may be subject to the forced sale of its Shares in the RAIF, which may be at a loss.
- 26.5 The RAIF reserves the right to refuse any application for Shares if the information provided by a potential investor does not satisfy the requirements under FATCA, the FATCA Law and the IGA.
- 26.6 All prospective Investors and Shareholders should consult with their respective tax advisers regarding the possible implications of FACTA and the associated implementing legislation in Luxembourg and any other similar legislation and/or regulations on their investment in the RAIF.
27. **CHARGES AND COSTS**
- 27.1 The RAIF shall bear its incorporation expenses, including the costs of drawing up and printing the Issuing Document, as same may be amended from time to time, notary public

fees, the costs of printing confirmation of shareholding and any other costs pertaining to the setting up and launching of the RAIF.

- 27.2 Costs and expenses which cannot be allotted to one specific Compartment will be charged to the different Compartments proportionally to their respective net assets.
- 27.3 The RAIF shall bear all its operating costs as stipulated in **clause 12.8.3.4** "Net Asset Value" above.
- 27.4 If a new Compartment is later created, the new Compartment will also be charged a *pro rata* portion of the initial establishment expenses of the existing Compartment(s) unamortized as of its launch date.
- 27.5 The payable fees are as follows:

27.5.1 Fees of the AIFM

The fee of the AIFM for its services, as further described in the AIFM Agreement, will be paid out of the assets of the Compartments annually, as further and specifically described in the relevant Supplement. This fee will be payable whether or not the management of the Compartments is profitable.

27.5.2 Fees of the Investment Manager

The fees due to the Investment Manager shall be paid, as the case may be, directly by the relevant Compartment, as further described in the relevant Supplement of such Compartment.

27.5.3 Fees of the depositary and paying agent and the central administrative agent

The RAIF will pay to the Depositary, the Administrative Agent and the Registrar and Transfer Agent annual fees which will vary:

- if the net asset value of a Compartment is equal or over fifty million Euros (EUR 50.000.000,-), up to a maximum of zero point five percent (0,5%) of the net asset value of such Compartment-; or
- if the net asset value of a Compartment is below fifty million Euros (EUR 50.000.000,-), up to a maximum annual fee expected to range from zero point eight percent (0,8%) of the net asset value of such Compartment, subject to a minimum fixed fee to be shared between all the Compartments of sixty four thousand three hundred Euros (EUR 64,300.-) and a minimum fee of fifty one thousand Euros (EUR 51,000.-) at the RAIF level to be shared between all the Compartments on a *pro rata* basis.

These fees are payable on a quarterly/monthly basis and do not include any transaction related fees, and costs of sub-custodians or similar agents. The Depositary, the Administrative Agent as well as the Registrar and Transfer Agent are also entitled to be reimbursed of reasonable disbursements and out of pocket expenses which are not included in the above mentioned fees.

The amount paid by the RAIF to the Depositary, the Administrative Agent and the Registrar and Transfer Agent will be mentioned in the annual report of the RAIF.

27.5.4 Fees of the Auditor

The Auditor will be entitled to receive out of the assets of the RAIF for its Compartments fees calculated in accordance with customary market practice in Luxembourg.

27.5.5 **Other fees**

Any other fees will be reflected within the relevant Compartment's Supplement.

28. **FINANCIAL YEAR AND REPORTS FOR SHAREHOLDERS**

- 28.1 Deloitte Audit has been appointed as Approved Statutory Auditor of the RAIF and will audit the RAIF's annual financial statements.
- 28.2 The books of account and records of the RAIF shall be audited as of the end of each fiscal year by the RAIF's Approved Statutory Auditor. All reports provided to the Shareholders shall be prepared in accordance with the Lux GAAP.
- 28.3 The Board shall keep or cause to be kept at the address of the RAIF (or at such other place chosen by the AIFM which shall then accordingly advise the Shareholders in writing) full and accurate books and records of the RAIF. Each Shareholder shall be shown as a shareholder of the RAIF on such books and records. Subject to any confidentiality requirements, the books and records shall be available, upon ten (10) Business Days' notice to the Board, for inspection at the offices of the RAIF (or such other location designated by the Board, in its reasonable discretion) at reasonable times during business hours on any Business Day by each Shareholder or its duly authorised agents or representatives for a purpose reasonably related to such Share. Each Shareholder agrees that (i) such books and records contain confidential information relating to the RAIF and its affairs, and (ii) the Board shall have the right to prohibit or otherwise limit, in its reasonable discretion the marketing of any copies of such books and records.
- 28.4 The Approved Statutory Auditor must carry out the duties provided by the RAIF Law and the AIFM Law. In this context, the main mission of the Approved Statutory Auditor is to audit the accounting information given in the annual report. The Approved Statutory Auditor is also subject to certain reporting duties vis-à-vis the regulators as more fully described in the AIFM Rules and the RAIF Law.
- 28.5 The financial year of the RAIF begins on 1 January and ends on 31 December each year, except for the first financial year which starts at the formation of the RAIF and will end on 31 December.
- 28.6 Each year the RAIF will publish a detailed audited report on its activities and the management of its assets, including the balance sheet and profit and loss account, a detailed breakdown of the assets of each Compartment and an approved statutory auditor's report. This report will be made available to Shareholders within six (6) months from the end of the period to which it relates.
- 28.7 Copies of the aforementioned documents may be obtained free of charge by any person at the registered office of the RAIF.

29. **GENERAL MEETINGS OF SHAREHOLDERS**

- 29.1 The general meeting of Shareholders represents all the Shareholders of the RAIF. Unless otherwise provided for by law, the Articles or herein, the resolutions of the general meeting of Shareholders are passed by a simple majority vote of the Shareholders present or represented and voting at such meeting. It has the powers expressly reserved to it by applicable law or by the Articles, provided that any resolution thereof shall be validly adopted only if approved by the Board.
- 29.2 In particular, the Articles provide that any resolution of a general meeting of Shareholders to the effect of amending the Articles must be passed with a quorum of fifty percent (50%) of the share capital (at the first call; being understood that no quorum requirement will apply at the second call if the quorum is not reached at the first call), the approval of a majority of two-thirds (2/3) of the share capital present or represented and voting at the meeting and the consent of the Board.

- 29.3 The annual general meeting of Shareholders is held every year at the RAIF's registered office or at any other address in Luxembourg at the date as stipulated in the notice of the meeting.
- 29.4 Notices of all general meetings of Shareholders are generally sent by registered mail to all registered Shareholders, to their address indicated in the Shareholders' register, or by e-mail if agreed upon by the Shareholders through consent declaration in the Subscription Form, at least eight (8) calendar days prior to the general meeting of Shareholders and shall be published to the extent required by applicable law in the RESA and in any Luxembourg and other newspaper(s) that the Board may determine.
- 29.5 These notices shall indicate the time and place of the general meeting of Shareholders, the agenda and the legal quorum and majority requirements, if any.
- 29.6 The Shareholders of a specified Compartment may, at any time, hold general meetings of Shareholders with the aim to deliberate on a subject that concerns only this Compartment, provided that any resolution shall be validly adopted only if approved by the Board.
- 29.7 Each Share is entitled to one vote. Shareholders may act either in person or by giving a written proxy to another person who needs not be a Shareholder and may be a director of the Board.
- 29.8 If all Shareholders are present or represented and consider themselves as being duly convened and informed of the agenda, the general meeting may take place without notice of meeting.
30. **LIQUIDATION OF THE RAIF**
- 30.1 The RAIF has been established for an unlimited period of time. The duration of each Compartment is specified in the relevant Supplement.
- 30.2 In the event of dissolution of the RAIF, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the general meeting of Shareholders effecting such liquidation and which shall determine their powers and their compensation. The operations of liquidation will be carried out pursuant to the 1915 Law and the RAIF Law. At the close of the liquidation period, the unclaimed assets will be deposited with the *Caisse de Consignation* to the benefit of the relevant Shareholders.
- 30.3 The net proceeds of liquidation corresponding to each Compartment shall be distributed by the liquidator(s) to the holders of Shares of the relevant Compartment in proportion to their holding in such Compartment.
- 30.4 If the RAIF's share capital falls below two-thirds (2/3) of the minimum capital requirement, the Board must submit the question of the RAIF's termination to the general meeting of Shareholders for deliberation with no quorum requirements; winding-up may be pronounced by a simple majority of the Shares present or represented at the meeting and with the consent of the Board.
- 30.5 If the RAIF's share capital falls below one-quarter (1/4) of the minimum capital requirement, the Board must submit the question of the RAIF's termination to the general meeting of Shareholders for deliberation with no quorum requirements; winding-up may be pronounced by the Shareholders owning one quarter (1/4) of the Shares present or represented at the meeting and with the consent of the Board.
- 30.6 The meeting must be convened in such a way that the meeting is held within forty (40) days of the date at which it was ascertained that the net assets fell below two-thirds (2/3) or respectively one quarter (1/4) of the minimum capital. Moreover, the RAIF may be terminated, by a resolution of the general meeting of Shareholders and with the consent of the Board.

30.7 The resolutions of the general meeting of Shareholders or of the court pronouncing the termination and winding-up of the RAIF are published in the RESA and in two (2) newspapers with sufficiently wide circulation, at least one (1) of which must be a Luxembourg newspaper. The choice of which newspapers are to carry the publication is at the discretion of the liquidator(s).

30.8 In the case of voluntary withdrawal of the AIFM or of its removal by the RAIF Board or the AIFM (as the case maybe) or in the case where the AIFM no longer fulfils the conditions set forth in the RAIF Law or in the case of insolvency of the AIFM, the Board or the AIFM (as the case may be) must take all necessary measures in order to replace the AIFM by another alternative investment fund manager which fulfils the conditions required by the RAIF Law. If the AIFM has not been replaced within two (2) months the Board or the AIFM (as the case may be) shall, within three (3) months following the withdrawal of the AIFM request the District Court dealing with commercial matters to pronounce the dissolution and liquidation of the RAIF in accordance with the provisions of the RAIF Law.

31. **TERMINATION AND MERGER OF COMPARTMENTS**

31.1 **Termination of Compartments**

31.1.1 In the event that for any reason the value of the net assets in any Compartment has decreased to, or has not reached, an amount determined by the Board to be the minimum level for such Compartment to be operated in an economically efficient manner (which amount is as fixed in the relevant Compartment's Supplement) or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may decide to close one or several Compartment(s) in the best interests of the Shareholders and to redeem all the Shares of the relevant Compartment at the Net Asset Value per Share (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day at which such decision will take effect.

31.1.2 The RAIF will serve a written notice to the holders of the relevant Shares prior to the effective date for the compulsory redemption, which will indicate the reasons behind and the procedure for the redemption operations. Unless it is otherwise decided in the interests of, or to keep equal treatment between, the Shareholders, the Shareholders of the Compartment concerned may continue to request redemption of their Shares free of charge (but taking into account actual realisation prices of investments and realisation expenses) prior to the date effective for the compulsory redemption.

31.1.3 Notwithstanding the powers conferred to the Board by the preceding paragraph, the general meeting of Shareholders of any Compartment will, in any other circumstances, have the power, upon proposal from the Board, to decide that the RAIF redeems all the Shares of the relevant Compartment and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day, at which such decision will take effect. There will be no quorum requirements for such general meeting of Shareholders, which will decide by resolution taken by simple majority of those present or represented and voting at such meeting and with the consent of the Board.

31.1.4 Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Depositary and Paying Agent for a period of six (6) months thereafter; after such period, the assets will be deposited with the *Caisse de Consignation* on behalf of the persons entitled thereto.

31.1.5 All redeemed Shares may be cancelled.

31.2 Contribution to another Compartment within the RAIF or to another UCI established under Luxembourg law

- 31.2.1 In the event that for any reason the value of the net assets in any Compartment has decreased to, or has not reached, an amount determined by the Board to be the minimum level for such Compartment to be operated in an economically efficient manner (which amount is as fixed in the relevant Compartment's Supplement) or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may decide to allocate the assets of any Compartment to those of another existing Compartment within the RAIF or to another UCI organised under the provisions of the RAIF Law, or a specialised investment fund subject to the law of 13 February 2007 on specialised investment funds or of Part II of the 2010 Law or to one or several Compartment(s) within such other UCI (the "new Compartment") and to re-designate the Shares of the Compartment concerned as shares of another Compartment (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be published in the same manner as described in the first paragraph under **clause 31.1** "Termination of Compartment" hereabove one (1) month before its effectiveness (and, in addition, the publication will contain information in relation to the new Compartment), in order to enable Shareholders to request redemption of their Shares, free of charge, during such period.
- 31.2.2 At the expiry of this period, this decision related to the contribution binds all the Shareholders who have not exercised such rights, provided that when the UCI benefiting from such contribution is a mutual fund (*fonds commun de placement*), the decision only binds the Shareholders who agreed to the contribution.
- 31.2.3 Notwithstanding the powers conferred to the Board by the preceding paragraph, a contribution of the assets and of the liabilities attributable to any Compartment to another UCI referred to in the first paragraph under **clause 31.2** "Contribution to another Compartment within the RAIF or to another UCI established under Luxembourg Law" hereabove or to another Compartment within such other UCI will require a resolution of the Shareholders of the Compartment concerned taken with 50% quorum requirement of the Shares in issue (at the first call) and adopted at a 2/3 majority of the Shares present or represented, including the consent of the Board, except when such an amalgamation is to be implemented with a Luxembourg UCI of the contractual type (*fonds commun de placement*) or a foreign based UCI, in which case resolutions will be binding only on such Shareholders who have voted in favour of such amalgamation.
- 31.2.4 A Compartment may exclusively be contributed to a foreign UCI upon unanimous approval of the Shareholders of the relevant Compartment or under the condition that only the assets of the consenting Shareholders be contributed to the foreign UCI, including each time the consent of the Board.
- 31.2.5 All the Shareholders concerned will be informed in the same manner as described in the first paragraph under **clause 31.2** "Contribution to another Compartment within the RAIF or to another UCI established under Luxembourg law". Nonetheless, the Shareholders of the absorbed Compartment(s) shall be offered the opportunity to redeem their Shares free of charge during a month period starting as from the date on which they will have been informed of the decision of merger.

32. SUSTAINABILITY RELATED DISCLOSURES

- 32.1 March AM is fully committed to assisting society in transitioning toward a more sustainable model. As required by Regulation (EU)2019/2088 on sustainability disclosures in the

financial services sector (“**SFDR**”), March AM incorporates sustainability factor (ESG) in addition to our standard/traditional financial and risk-based criteria in the decision-taking process. This means that the Investment Manager will consider several ESG principles and criteria, such as the tracking of the evolution of our internally generated ESG rating (based on first class third party ESG rating providers), the application of the March AM exclusion policy, or the analysis of the potential asset controversies level, when analyzing and deciding the portfolio's asset allocation. Under SFDR the AIFM and the Investment Manager qualify as “financial market participants” and the RAIF as a “financial product” requiring them to make a series of sustainability-related disclosures. The RAIF, the Investment Manager and the AIFM are supportive of the aims of the SFDR, and take into account sustainability risks in the investment decision making process.

- 32.2 Sustainability risk is defined as an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of the RAIF's investment. Sustainability risks can either represent risks of their own or have an impact on other risks and may contribute significantly to risks, such as market risks, operational risks, liquidity risks or counterparty risks. Sustainability risks may have an impact on long term risk-adjusted returns for investors. The assessment of sustainability risks is complex and may be based on environmental, social, or governance data, which is difficult to obtain, incomplete, estimated, out of date and/or otherwise materially inaccurate. Even if identified, there can be no guarantee that such data can be correctly assessed.
- 32.3 The impact of the occurrence of a sustainability risk can be broad and varied, depending on the specific risk, region or asset class. In general, when a sustainability risk materialises in respect of an asset, there might be a negative impact and potentially a total loss of value and, consequently, the net asset value of the RAIF will be negatively impacted.
- 32.4 In accordance with article 6(1) SFDR, the AIFM and the Investment Manager have determined that sustainability risks (which are defined as 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 relevant investment) are relevant for the RAIF.
- 32.5 The investment process of the RAIF integrates sustainability risks into the investment process by using ESG factors as a lens in addition to traditional financial analysis. The AIFM and the Investment Manager take into account materially relevant environmental, social and/or governance risks and mostly invests when it believes that an investment has a sustainable competitive advantage.
- 32.6 March AM considers the RAIF and its sole Compartment promote environmental and social characteristics, but do not have sustainable investment as an objective, pursuant to Article 8 SFDR. Detailed information in relation to ESG characteristics promoted by the Compartment provided in accordance with requirements of the Commission Delegated Regulation (EU) 2022/1288 supplementing SFDR with regard to regulatory technical standards is available in Supplement II of this Issuing Document.
- 32.7 In order to comply with the requirements set forth in Article 8 SFDR March AM will implement an ESG strategy in the relevant product(s) based on the ESG analysis of each asset the product is invested in, in accordance with the terms and conditions set out in the relevant Compartment's Supplement.
- 32.8 The RAIF and its sole Compartment may contribute to one or more environmental goals outlined in Article 9 of Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment, as further described in Supplement II.
- 32.9 In accordance with Article 4 and 7(2) SFDR, March AM presently does not factor in the principle adverse impacts of investment decisions on sustainability factors at the company level (i.e. environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters). Due to poor availability, consistency, comparability, and transparency of the available data, as well as the difficulties that the onerous reporting requirements imposed by regulators poses to our firm, March AM does not consider impacts within the scope of the SFDR definition. However, March AM will consider how our investment decisions affect sustainability parameters, as defined by the SFDR, once the

quality of the ESG data is improved and meaningful conclusions can be derived from principal adverse effect reporting. Nonetheless, some principal adverse impacts of investment decisions on sustainability factors are considered at the level of the RAIF and its sole Compartment, as further described in Supplement II.

33. **DATA PROTECTION POLICY**

- 33.1 Shareholders are informed that their personal data provided and/or collected in connection with an investment in the RAIF will be processed by the RAIF as data controller (the "**Data Controller**") and processed by the Depositary and the Registrar and Transfer Agent and Board, and any of their affiliates and agents (together hereafter the "**Entities**") as data processors in accordance with data protection law applicable in Luxembourg (including, but not limited to the GDPR).
- 33.2 The personal data processed are identification data including the name, address, and invested amount of the Shareholders qualifying as natural persons as well as the name and address of their representative(s) and/or authorised signatories and/or ultimate beneficial owners (the "**Personal Data**").
- 33.3 Personal Data will be processed for the purposes of carrying out the services provided by the Entities (such as shareholder servicing and account management including processing subscription orders and shareholder communications) as well as to comply with legal or regulatory obligations including but not limited to legal or regulatory obligations under applicable fund and company law (such as maintain registers of shareholders and recording orders), anti-money laundering law and counterterrorist financing law (such as carrying out customer due diligence, sanctions screening) and tax law (such as reporting under the FATCA Law and the CRS and similar laws and regulations in Luxembourg or at OECD or EU level), for purposes of litigation or other disputes. If the Shareholders give appropriate prior consent, Personal Data may also be processed for marketing purposes such as market research and marketing products of other investment funds .
- 33.4 Personal Data will be processed based on the following legal basis: (i) the processing is necessary for the performance of the contractual relationship between the RAIF and the Shareholder; (ii) the processing is necessary for compliance with legal and regulatory obligations to which the RAIF is subject.
- 33.5 As a matter of general practice, and in order to prevent or facilitate the settlement of any disputes or litigations, telephone conversations and instructions of the Shareholders may be recorded as proof of a transaction or related communication. These recordings are stored during the period of time necessary for the achievement of these purposes and will be deleted after six (6) months except in the case of disputes or litigations. Such recordings will be processed in accordance with data protection law applicable in Luxembourg and shall not be released to third parties except in cases where the RAIF, the Board the AIFM or/and the Registrar and Transfer Agent are compelled or entitled by law or regulation to do so.
- 33.6 Personal Data shall only be disclosed to the following authorised third parties where necessary for the performance of the contractual relationship with such third parties or if the Data Controller is compelled or entitled by law to do so: public authorities such as regulatory or tax agencies and courts, stock exchanges, auditors as well as legal and financial advisers, agents, Boards or management companies or any lender to the RAIF or entities in which the RAIF intends to invest.
- 33.7 The RAIF, the Board or the Registrar and Transfer Agent (as the case may be) will report any relevant information in relation to the Shareholders' investments in the RAIF to the Luxembourg tax authorities which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in the FATCA Law, the CRS law or similar laws and regulations in Luxembourg or at OECD and EU level.
- 33.8 Failure by the Shareholders to provide relevant Personal Data requested by the RAIF, the Board, the AIFM and/or the Registrar and Transfer Agent in the course of their relationship with the RAIF may prevent the Shareholders from maintaining their holdings in the RAIF and/or exercising their rights in relation thereto and may be reported by the RAIF, the

Board, the AIFM and/or the Registrar and Transfer Agent to the relevant Luxembourg authorities.

33.9 Shareholders are informed that they have the following rights:

- 33.9.1 the right to obtain information regarding the processing of their Personal Data and access to the Personal Data which the Data Controller holds about them;
- 33.9.2 the right to withdraw their consent to the processing of their Personal Data at any time, when the processing is based on prior consent.
- 33.9.3 in some circumstances, the right to receive some Personal Data in a structured, commonly used and machine-readable format and/or request that the RAIF transmits those data to a third party where this is technically feasible (portability);
- 33.9.4 the right to request that the Data Controller should rectify their Personal Data if it is inaccurate or incomplete;
- 33.9.5 the right to request that the Data Controller should erase their Personal Data in certain circumstances. Please note that there may be circumstances where the Data Controller is legally entitled to retain Personal Data notwithstanding the request to erase the Personal Data, for example due to regulatory obligations the Data Controller is required to comply with;
- 33.9.6 the right to object to, or request that the Data Controller should restrict, the processing of their Personal Data in certain circumstances. Again, there may be circumstances where the Data Controller is legally entitled to refuse that request; and
- 33.9.7 the right to lodge a complaint with the relevant data protection regulator if the Shareholders think that any of their rights have been infringed. In Luxembourg the CNPD may be contacted on its website: <https://cnpd.public.lu/en/support/contact.html>.

33.10 The Data Controller will keep the Shareholders' Personal Data only for the length of time necessary to achieve the purposes for which they were collected and subject to minimum retention periods required by applicable law. This means that the Shareholders' Personal Data will be kept for the duration of the RAIF, accrued by a period of five (5) years.

33.11 By subscribing for Shares of the RAIF, Shareholders acknowledge and understand the aforementioned processing of their Personal Data and, in particular, the disclosure of their Personal Data to, and the processing of their Personal Data by the various parties referred to above which may be located in countries outside of the European Union which may not offer a similar level of protection as the one deriving from Luxembourg data protection law. In particular, in the case of a transfer of Personal Data outside the EEA in a country that does not provide an adequate level of protection, such as the United States, the Data Controller will be implementing appropriate legal instruments such as entering into EU standard contractual clauses with the data importer, or will be taking other measures to provide an adequate level of data protection under the GDPR. Shareholders can obtain more details of the protection given to their Personal Data when it is transferred outside the EEA (including a copy of the standard data protection clauses which the Data Controller has entered into with recipients of the Personal Data and the list of the relevant third countries not ensuring the adequate level of protection) by contacting the Data Controller at the following email address: dpo@bancamarch.com.

33.12 TO THE EXTENT THE PERSONAL DATA PROVIDED BY SHAREHOLDERS INCLUDES PERSONAL DATA OF THEIR REPRESENTATIVES AND/OR AUTHORISED SIGNATORIES AND/OR ULTIMATE BENEFICIAL OWNERS THE SHAREHOLDERS CONFIRM THAT SHAREHOLDERS HAVE SECURED THEIR CONSENT TO THE PROCESSING OF THEIR PERSONAL DATA AS DESCRIBED IN THIS CLAUSE AND IN PARTICULAR TO THE DISCLOSURE OF THEIR PERSONAL DATA TO AND THE PROCESSING OF THEIR PERSONAL

DATA BY THE VARIOUS PARTIES REFERRED TO ABOVE INCLUDING IN COUNTRIES OUTSIDE OF THE EUROPEAN UNION.

- 33.13 If Shareholders have any questions regarding the processing of their Personal Data, they may contact the Data Controller by email at dpo@bancamarch.com.

34. **TRANSMISSION OF PERSONAL AND CONFIDENTIAL INFORMATION**

- 34.1 The RAIF has appointed ADEPA ASSET MANAGEMENT S.A. , a credit institution authorised in Luxembourg, to provide central administration services (including transfer agency services). In order to provide those services, ADEPA ASSET MANAGEMENT S.A must enter into outsourcing arrangements with third party service providers in- or outside ADEPA ASSET MANAGEMENT S.A group (the "**Sub-Contractors**"). As part of those outsourcing arrangement, ADEPA ASSET MANAGEMENT S.A may be required to disclose and transfer personal and confidential information and documents about the Shareholders and individuals related to the Shareholders (the "**Related Shareholders**") (the "**Data Transfer**") (such as identification data – including the Shareholders and/or the Related Shareholders' name, address, national identifiers, date and country of birth, etc. – account information, contractual and other documentation and transaction information) (the "**Confidential Information**") to the Sub-Contractors. In accordance with Luxembourg law, ADEPA ASSET MANAGEMENT S.A. is due to provide a certain level of information about those outsourcing arrangements to the RAIF, which, in turn, must be provided by the RAIF to the Shareholders.
- 34.2 A description of the purposes of the said outsourcing arrangements, the Confidential Information that may be transferred to Sub-Contractors thereunder, as well as the country where those Sub-Contractors are located.
- 34.3 Confidential Information may be transferred to Sub-Contractors established in countries where professional secrecy or confidentiality obligations are not equivalent to the Luxembourg professional secrecy obligations applicable to ADEPA ASSET MANAGEMENT S.A. In any event, ADEPA ASSET MANAGEMENT S.A. is legally bound to, and has committed to the RAIF that it will enter into outsourcing arrangements with Sub-Contractors which are either subject to professional secrecy obligations by application of law or which will be contractually bound to comply with strict confidentiality rules. ADEPA ASSET MANAGEMENT S.A further committed to the RAIF that it will take reasonable technical and organisational measures to ensure the confidentiality of the Confidential Information subject to the Data Transfer and to protect Confidential Information against unauthorised processing. Confidential Information will therefore only be accessible to a limited number of persons within the relevant Sub-contractor, on "a need to know" basis and following the principle of the "least privilege". Unless otherwise authorised/required by law, or in order to comply with requests from national or foreign regulatory authorities or law enforcement authorities, the relevant Confidential Information will not be transferred to entities other than the Sub-Contractors.

35. **GENERAL INFORMATION**

35.1 **Shareholders' rights against service providers**

It should be noted that Shareholders will only be able to exercise their rights against the RAIF and will not have any direct contractual rights against the service providers of the RAIF appointed from time to time. The foregoing is without prejudice to other rights which investors may have under ordinary rules of law or pursuant to certain specific piece of legislation (such as a right of access to personal data).

35.2 **Applicable law and jurisdiction**

- 35.2.1 The Articles and the Subscription Form are governed by the laws of the Grand Duchy of Luxembourg and any dispute arising between the Shareholders and the RAIF will be subject to the jurisdiction of the District Court of Luxembourg.

- 35.2.2 According to Council Regulation 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended from time to time, a judgment given and enforceable in a Member State of the European Union shall in principle be recognised in the other Member State of the European Union without any special procedure being required and shall generally be enforceable in the other Member States of the European Union on the application of any interested party, save in certain circumstances.

35.3 **Procedure for amending the Issuing Document**

- 35.3.1 Should any amendments of the Issuing Document entail an amendment of the Articles or require the decision to be made by the general meeting of Shareholders of the RAIF in light of the below paragraph (such as an increase of fees or any other amendments with a material impact on the structure of the RAIF and/or its Compartments), such decision shall be passed by a resolution of an extraordinary general meeting of Shareholders in accordance with the form, quorum and majority requirements set forth in the Articles and in compliance with Luxembourg laws and regulations.
- 35.3.2 The Board is also authorised to amend any other provision of the Issuing Document, provided such changes are not material to the structure and/or operations of the RAIF and are beneficial or at least not detrimental to the interests of the Shareholders of the RAIF or any Class, as the case may be, as determined by the Board at its sole but reasonable discretion. In such case, the Issuing Document will be amended and the Shareholders will be informed thereof, for their information purposes only. As a matter of example, the Issuing Document may notably be amended by the Board without the consent of the Shareholders if such amendment is intended:
- 35.3.2.1 to acknowledge any change of the Depositary and Paying Agent, Central Administrative Agent, registrar and transfer agent, paying agent or the Approved Statutory Auditor;
 - 35.3.2.2 to implement any amendment of the law and/or regulations applicable to the RAIF and their respective affiliates;
 - 35.3.2.3 as the Board determines in good faith to be advisable in connection with legal, tax, regulatory, accounting or other similar issues affecting one or more of the Shareholders, so long as such amendment does not materially and adversely affect the Shareholders, as determined by the Board in its sole discretion;
 - 35.3.2.4 to correct any printing, typing or secretarial error and any omissions, provided that such amendment not adversely and significantly affect the interests of the Shareholders or update any factual information;
 - 35.3.2.5 to make any other change which is for the benefit of, or not materially adverse to the interests of the Shareholders of the RAIF; and
 - 35.3.2.6 to reflect the creation of additional Classes of Shares within a Compartment of the RAIF.
- 35.3.3 If the laws and regulations applicable to the RAIF or having an impact on the RAIF's operation change (either at Luxembourg level or European level) and such changes require compulsory amendment to the structure of the RAIF or its operations, then the Board shall be authorised to amend any provision of the Issuing Document. In such case, and provided that such compulsory amendment to the structure or the operations of the RAIF does not require the involvement of the general meeting of Shareholders of the RAIF, then the Issuing Document will be updated and the Shareholders will be informed thereof, for their information purposes only without any other involvement in the decision making process prior to the effectiveness of the above mentioned amendment. For the

avoidance of doubt, in this case, the Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to the changes becoming effective.

35.4 Liquidity risk management

35.4.1 The RAIF benefits from a Liquidity risk management system. In this context, procedures have been put in place to enable a monitoring of the liquidity risks of the RAIF and to ensure that the liquidity profile of the RAIF's investment portfolio is such that the RAIF can normally meet its Share redemption obligations in the case of an open-ended Compartment. Procedures have also been adopted to address redemption rights in exceptional circumstances, including so-called special arrangements, which procedures are described in the Articles and the Issuing Document. Additional information in this respect is also made available at the registered office of the AIFM.

35.4.2 The AIFM will employ appropriate liquidity management methods and adopt procedures that will enable it to monitor the liquidity risk for each Compartment, which include among other tools the use of stress tests under both normal and exceptional liquidity conditions. The AIFM will ensure that, for each Compartment, the investment and financing strategy, the liquidity profile, the distribution policy and the redemption policy are consistent with liquidity needs. The liquidity management provisions described in the foregoing paragraph will not apply to unleveraged closed-ended Compartments.

35.5 Liquidity procedures

35.5.1 The AIFM will maintain a level of liquidity in each Compartment that is appropriate to its underlying obligations. This is determined by an assessment of the relative liquidity of the RAIF's assets in the market, which includes the time required for liquidation and price at which the assets can be liquidated. To meet the maximum level of redemption requests per given redemption day, each Compartment may retain liquidity in the form of cash or cash equivalents or credit facility availability.

35.5.2 The AIFM will be responsible for documenting and monitoring the liquidity profile of the Compartments. It will consider material liabilities and commitments as well as those assets that have a marginal contribution in the portfolio but may have material impact on liquidity. The AIFM will take into account the profile of the investor base including the type of investors, relative size of investments and redemption terms. Where a Compartment will invest in other collective investment undertakings, the AIFM will obtain a copy of the liquidity management policy from the manager of such undertakings so that it is able to monitor the approach of the managers in relation to the management of the liquidity. The AIFM will undertake a periodic review of such policies to monitor changes to redemption provisions.

35.5.3 The AIFM will determine the quantitative and qualitative risks of both positions and intended investments which may have a material impact on the liquidity portfolio of the Compartment's assets. This will enable the AIFM to measure the effects of such risks on the overall liquidity profile. The AIFM will consider the trading volume and sensitivity of prices.

35.6 Escalation measures

If the AIFM has any anticipated or actual liquidity shortages or other distressed situations of a Compartment, this will be immediately reported to the Board of the RAIF.

35.7 Stress-tests

The AIFM will on an ad-hoc basis conduct stress tests to assess the liquidity risk of each Compartment. This includes both normal and exceptional liquidity conditions. The stress testing considers the following:

- 35.7.1 Shortage of liquidity of the assets in the Compartment;
- 35.7.2 Atypical redemption requests;
- 35.7.3 Market risks and their impact (including on margin calls, collateral requirements and credit lines);
- 35.7.4 Valuation sensitivities under stressed conditions.

35.8 Alignment of investment strategy, liquidity profile and redemption policy

The AIFM will ensure that the investment strategy, liquidity profile and redemption policy for each Compartment are aligned. Such policies are deemed to be aligned when investors are treated in a manner consistent with the fair treatment of all of the RAIF's investors, including, inter alia, the fair treatment in respect of redemption of their investments. The AIFM will consider the impact that redemptions may have on the underlying prices of the individual assets of the RAIF.

35.9 Statutory anti-money laundering notice

- 35.9.1 In an effort to deter money laundering, the RAIF and the Central Administrative Agent must comply with all applicable international and Luxembourg laws and circulars regarding the prevention of money laundering and the financing of terrorism and in particular with Luxembourg law dated November 12, 2004 against money laundering and terrorism financing, as amended as well as the applicable CSSF circulars and regulations.
- 35.9.2 Compliance measures aimed at preventing money-laundering require each applicant for Shares to prove his identity to the RAIF.
- 35.9.3 Therefore, the RAIF and the Central Administrative Agent may request any information or documentation necessary to establish the identity of a potential investor and the origin of subscription proceeds.
- 35.9.4 Failure to provide documentation may result in a delay or rejection by the RAIF of any subscription or exchange or a delay in pay out of redemption of Shares by such investor.

35.10 Fair treatment

- 35.10.1 Shareholders are being given a fair treatment by ensuring that they are treated in accordance with the applicable requirements of the AIFM Law (and notably in adequately implementing the inducement and conflict of interest policies).
- 35.10.2 Notwithstanding the foregoing paragraph, it cannot be excluded that a Shareholder be given a preferential treatment in the meaning of, and to the widest extent allowed by the Articles. Whenever a Shareholder obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of Shareholders who obtained such preferential treatment and, where relevant, their legal or economic links with the RAIF or the AIFM will be made available at the registered office of the AIFM within the limits required by the AIFM Law.

35.11 Market Timing and Late Trading

- 35.11.1 Market Timing and Late Trading are prohibited. The CSSF circular 04/146 on the protection of undertakings for collective investment and their investors against

Late Trading and Market Timing has fixed general rules of conduct to prevent such practices.

- 35.11.2 "Market Timing" is to be understood as the process (of arbitraging) by which the Shareholder purchases and redeems or converts on a consistent basis units or shares of the same undertaking of collective investment within a short time period by exploiting time zone differences and/or inefficiencies or weaknesses in the determination of the Net Asset Value. In order to protect the RAIF against arbitrage opportunities, Shareholders are not allowed to place transactions at a known Net Asset Value. Transaction instructions received on behalf of the RAIF after the cut-off time will therefore not be given effect before the next Valuation Day. The RAIF may not be used by Shareholders to serve as a vehicle for frequent and/or short term trading and does not permit practices related to market timing. The RAIF monitors Shareholders' transactions in order to prevent and to detect excessive trading and market timing practices. Subscriptions or switches from Shareholders who the RAIF suspects of using excessive trading or market timing practices may be rejected.
- 35.11.3 The RAIF is entitled to reject any subscription and conversion orders from Shareholders and investors suspected from being engaged, or who are engaged, in Market Timing and Late Trading activities, and may take any appropriate measures to protect the other Shareholders.
- 35.11.4 Any person who knowingly undertakes or supports Late Trading or Market Timing practices may be reported to the CSSF and may incur sanctions and/or may have to indemnify the damages caused to the RAIF.

35.12 **Conflicts of interest**

- 35.12.1 According to the AIFM Rules, the AIFM must take all reasonable steps to identify conflicts of interest that arise in the course of managing the RAIF between the AIFM (including its managers, employees or any person directly or indirectly linked to the AIFM by control) and the RAIF or its investors, the RAIF or its investors and another client of the AIFM (including another alternative investment fund, a UCITS or their investors), and two (2) clients of the AIFM.
- 35.12.2 The AIFM must maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the RAIF and its investors.
- 35.12.3 The AIFM must segregate, within its own operating environment, tasks and responsibilities which may be regarded as incompatible with each other or which may potentially generate systematic conflicts of interest. The AIFM must assess whether its operating conditions may involve any other material conflicts of interest and disclose them to the investors.
- 35.12.4 Where organisational arrangements made by the AIFM to identify, prevent, manage and monitor conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, the AIFM must clearly disclose the general nature of sources of conflicts of interest to the investors before undertaking business on their behalf, and develop appropriate policies and procedures.
- 35.12.5 Investors are informed that, by the sole fact of soliciting an investment or investing in the RAIF, they acknowledge and consent that the information to be disclosed as per the above is provided at the registered office of the AIFM and that this information will not be addressed personally to them.

35.13 **Execution policy**

Appropriate information on the execution policy referred to in Article 28 of the AIFM Regulation (headed "Placing orders to deal on behalf of AIFs with other entities for execution") and on any material changes to that policy is available at the registered office of the Investment Manager.

35.14 **Voting strategies**

A summary description of the Investment Manager's voting strategies and details of the actions taken on the basis of these strategies will be made available to the investors on their request at the registered office of the Investment Manager.

35.15 **Inducements**

35.15.1 According to the AIFM Rules, when the Investment Manager, in relation to the activities performed when carrying out its functions, either (i) pays a fee or commission or provides a non-monetary benefit to a third party (or a person acting on behalf of a third party) or (ii) is paid a fee or commission or is provided with a non-monetary benefit by a third party (or a person acting on behalf of a third party), the Investment Manager must demonstrate that (a) the existence, nature and amount of the fee, commission or benefit, or where the amount cannot be ascertained, the method of calculating that amount, is clearly disclosed to the investors in the RAIF in a manner that is comprehensive, accurate and understandable, prior to the provision of the relevant service, and (b) the payment of the fee or commission, or the provision of the non-monetary benefit are designed to enhance the quality of the relevant service and not impair compliance with the Investment Manager's duty to act in the best interests of the RAIF or its investors.

35.15.2 Investors are hereby informed that, in case any of the arrangements referred to in the foregoing paragraph takes place, the essential terms of the arrangements relating to the fee, commission or non-monetary benefit in summary form will be made available at the registered office of the Investment Manager, and that the Investment Manager commits to disclose further details at the request of the investors.

36. **INFORMATION OF THE SHAREHOLDERS**

36.1 **Documents and information available for inspection**

Copies of the following documents may be obtained for inspection during usual business hours on any Business Day in Luxembourg at the registered office of the RAIF, free of charge:

- 36.1.1 the Issuing Document;
- 36.1.2 the Articles;
- 36.1.3 the latest audited annual accounts (if available);
- 36.1.4 the AIFM Agreement;
- 36.1.5 the Depositary Agreement;
- 36.1.6 the Domiciliation Agreement;
- 36.1.7 the Administrative Agent and Registrar and Transfer Agent Agreement;
- 36.1.8 the distribution agreement, if any;
- 36.1.9 the last Net Asset Value per Share of the RAIF and, as the case may be, of the Classes;

- 36.1.10 the past performance of the RAIF;
- 36.1.11 the description of the procedure put in place by the AIFM to ensure a fair/equal treatment of the Shareholders;
- 36.1.12 the description on how the AIFM ensures compliance with the requirement to cover potential professional liability;
- 36.1.13 the description of any preferential treatment of Shareholders including information on the type of Shareholders entitled to benefit from preferential treatments or the right to benefit from preferential treatments, and where relevant, their legal or economic links with the RAIF or the AIFM;
- 36.1.14 the description of the modalities and frequencies of the communications to Shareholders of information required by applicable laws and/or regulations;
- 36.1.15 the description of the procedures by which the Board may change the investment strategy and/or the investment policy of the RAIF;
- 36.1.16 the description of the liquidity management;
- 36.1.17 the specific risk management process applicable to the RAIF; and
- 36.1.18 the specific conflict of interest policy applicable to the RAIF.

36.2 **Information to be disclosed to the Shareholders**

The following information is disclosed to the Shareholders either through the annual accounts or by e-mail and/or by post or other and is available upon request during usual business hours on any Business Day in Luxembourg at the registered office of the RAIF:

- 36.2.1 periodically:
 - 36.2.1.1 the percentage of assets of the RAIF which are subject to special arrangements arising from their illiquid nature;
 - 36.2.1.2 any new arrangement for managing the liquidity of the RAIF; and
 - 36.2.1.3 the current risk profile of the RAIF and the risk management systems employed by the AIFM to manage these risks;
- 36.2.2 on a regular basis and, as the case may be:
 - 36.2.2.1 any change to the total maximum level of leverage employed by the AIFM as well as the nature of right granted for the reuse of collateral or the nature of any guarantee granted under the leveraging arrangements; and
 - 36.2.2.2 the total maximum level of leverage employed by the RAIF.

SUPPLEMENT I

MARCH RAIF SA SICAV-RAIF - MARCH ENDOWMENTS

1. Base Currency

EUR

2. Investment objective, policies and risk diversification

2.1 Investment objective and policies

- 2.1.1 The investment objective of the Compartment is to provide long-term capital appreciation and income growth.
- 2.1.2 The Compartment is actively managed in line with its strategic asset allocation. The Investment Manager will determine asset allocation operating ranges for each asset class at its discretion and in pursuit of the Compartment's investment objectives. The investment objectives and strategy of the Compartment do not refer to a specific benchmark.
- 2.1.3 The Compartment is an investment vehicle for investors who wish to be exposed to multiple asset classes (shares, debt securities, real estate, infrastructure, commodities and precious metals and currencies) and who have a long-term investment time horizon (five (5) years).
- 2.1.4 The Compartment will invest in a broadly diversified global portfolio of securities. The transferable securities will include: selected investments in equity securities (including real estate investment trusts (REITS) and infrastructure equity securities), investments in units of other UCIs (including absolute return strategies), exchange traded funds (ETFs), as well as, to a lesser extent, debt securities and commodities (including ETCs). The Compartment will invest globally with no specific geographical focus. In addition, from time to time the Compartment may use options in isolation, or in combination with underlying assets, to express a view on a given position, to generate income, or to protect the financial risk of underlying assets.
- 2.1.5 The Compartment shall aim to have an exposure of at least fifty percent (50%) of its assets to equity securities (including indirect exposure through UCIs). Under exceptional circumstances and depending on market conditions, the exposure to equity securities and equivalent securities may decrease below this threshold. A review of the long-term strategic asset allocation of the Compartment by the Investment Manager could also trigger a change of the intended exposure to equity securities.
- 2.1.6 Debt security investments may encompass bonds, notes, similar fixed-income (including bank deposits) and floating-rate securities, convertible bonds, convertible notes and warrant bonds. The Compartment may not invest in direct positions, on aggregate, more than of twenty five percent (25%) of its net assets in unrated bonds, high yield bonds and European commercial papers. The Compartment may invest in notes with embedded derivatives in accordance with article 41 of the 2010 Act and article 2(3) of the Grand Ducal Regulation of 8 February 2008. In addition, the Compartment may invest in bank loans through UCIs.
- 2.1.7 Investments in units of Collective Investment Schemes will include UCITS, UCIs, Collective Investment Schemes subject to AIFM regulation as well as Banca March Group UCITS and/or UCIs and AIFs. The investment in other UCIs can be expected to be at least ten percent (10%) of the Compartment's net assets although the Investment Manager can decide at its discretion to increase exposure to other UCIs up to one hundred percent (100%) of the Compartments'

net assets (subject to compliance with the principle of risk diversification). Up to twenty-five percent (25%) of the Compartment may invest in UCIs that do not have daily liquidity. The following limitations will apply: UCIs with monthly liquidity up to 25% of the compartment, UCIs with liquidity in excess of one month but in no case in excess of quarterly liquidity up to ten percent (10%) of the compartment.

- 2.1.8 The Compartment may hold cash and cash equivalents on an ancillary basis (i.e. up to forty nine percent (49%) of its net assets). Under exceptional circumstances and where financial market conditions so require, up to one hundred percent (100%) of the assets of the Compartment may be held on a temporary basis in cash and cash equivalents, subject to compliance with the principle of risk diversification.
- 2.1.9 The Compartment may not borrow for investment purposes.
- 2.1.10 The Compartment may invest, in financial derivative instruments or engage in certain techniques for hedging and/or for other purposes to the fullest extent permitted including options, forwards, futures and/or swaps on transferable securities and/or other eligible investments. The Compartment will use the commitment approach to monitor its global exposure. In case of using derivative contracts, the Compartment will be subject to EMIR and its supplementing standards. In this respect, the Compartment has to comply with provisions arising out of EMIR in particular, the reporting to a trade repository and the clearing of risk mitigation obligations for over-the-counter derivative transactions.
- 2.1.11 The Compartment will not use EPM (efficient portfolio management) techniques or TRS (total return swap) with the meaning of the SFTR Regulation.

2.2 **Investment restrictions**

Please refer to **clause 8 ("Investment Restrictions")** of the general part of this Issuing Document in this respect.

Borrowings and maximum level of leverage

It is not envisaged for the Compartment to resort to any borrowing.

In accordance with the Luxembourg AIFM Law, the AIFM will provide the level of leverage on a gross and commitment basis in accordance with the relevant method as set out in Article 7, respectively Article 8, of the AIFM Regulation.

The maximum leverage to be used under the gross method shall be set at two hundred fifty percent (250%) and under the commitment method at two hundred percent (200%).

The total maximum level of leverage employed by the Compartment, as well as any changes thereto, the nature of rights granted for the reuse of collateral and the nature of any guarantee granted under leveraging arrangements will also be disclosed either through the annual accounts, or through the RAIF's website, or by e-mail and/or by post or other.

3. **Net Asset Value**

3.1 **Frequency of the calculation of the Net Asset Value**

The Net Asset Value per Share of the Compartment is determined by the Central Administrative Agent, under the responsibility of the Board, on the Valuation Day or on a more frequent basis from time to time. Additionally, the Central Administrative Agent will also provide daily unofficial Net Asset Value on days which are not Valuation Days.

3.2 Valuation Day

A Valuation Day refers to:

- (a) the 15th day of each month; and
- (b) the last Business Day of each month.

In case the 15th is not a Business Day, the NAV will be calculated with reference to the next Business Day.

The Board may decide to provide a Valuation Day on a more frequent basis as the circumstances and/or the assets so require.

3.3 Net Asset Value publication day

The day of publication of the Net Asset Value per Share (and of the issue, conversion and redemption prices) will generally occur on the second Business Day after a Valuation Day.

4. Subscription, redemption and conversion procedures

For the time being the following Classes of Shares are available for subscription by the investors in the Compartment with the following characteristics:

	Class SD****	Class A	Class B	Class P
Classes of Shares	-Class SD EUR Accumulation -Class SD EUR Distribution	-Class A EUR Accumulation -Class A USD Accumulation* -Class A EUR Distribution -Class A USD Distribution*	-Class B EUR Accumulation -Class B USD Accumulation* -Class B EUR Distribution -Class B USD Distribution*	-Class P EUR Accumulation -Class P USD Accumulation* -Class P EUR Distribution -Class P USD Distribution*
Investors	Well-informed Investors	Well-informed Investors	Well-informed Investors	Well-informed Investors
Class Reference Currency	EUR	EUR and USD	EUR and USD	EUR and USD
Minimum Initial Subscription Amount**	1,000,000	500,000	3,000,000	5,000,000
Initial Subscription Price	100	100	100	100
Subscription Fee	0	0	0	0
Redemption fee	None	None	None	None

Swing pricing	Up to 1%	Up to 1%	Up to 1%	Up to 1%
Investment Management Fee***	0,80%	1,05%	0,90%	0,80%
Distribution or Accumulation	Distribution / Accumulation	Distribution / Accumulation	Distribution / Accumulation	Distribution / Accumulation

The Classes of Shares will be operating on a distribution and accumulation basis, at the discretion of the Board.

* Hedged Classes of Shares

** At its discretion, but in the interest of the Compartment, the Board may adjust the Minimum Initial Subscription amount. The Minimum Initial Subscription amount shall be in the reference currency of each Class as indicated in "Classes of Shares" in the table above.

*** Annual fee payable quarterly in arrears on the average Net Asset Value of the relevant Class over the relevant period.

**** Immediately after the incorporation of the RAIF, three hundred (300) founding shares representing thirty thousand Euros (EUR 30,000.-) of the seed capital of the RAIF were allocated to this Compartment and characterized as SD Shares belonging to this Compartment. These share classes will be available to new investors, exclusively belonging to Banca March Group and for an initial period of three (3) month from September 15th, 2023, and extendable for an additional three (3) months period at the Board's discretion.

4.1 Subscriptions

4.1.1 Initial Offering Period

4.1.1.1 The Initial Offering Period will be available from 15th of September to 29th of September no later than midnight (Luxembourg time) (the "**Initial Offering Period**"). Initial Offering period could be extendable for an additional 15 days period at the Board's discretion.

Subscriptions during the Initial Offering Period will be accepted at an initial subscription price of one hundred Euros (EUR 100) or one hundred US Dollars (USD 100) accordingly per Class of Share without any subscription / placement fee.

4.1.1.2 Subscription monies are payable in Euros (EUR) or US Dollars (USD) for Shares.

4.1.1.3 The payment for initial subscription is to be received for good value on the last day of the Initial Offer Period at the latest. Class A, B, P Shares shall be issued to the relevant subscribers within three (3) Business Days after the effective payment of the initial subscription price.

4.1.2 Subsequent subscriptions

4.1.2.1 Thereafter, subscription applications received by the Administrative Agent before noon, Luxembourg time, on the relevant Valuation Day on which the application is to be made shall be processed, if accepted, on the basis of the Net Asset Value determined on that Valuation Day. The amount will be net of any transfer cost, taxes, entry fees and other eventual expenses in relation with such investment.

4.1.2.2 Applications sent after this deadline shall, in principle, be executed on the next applicable Valuation Day unless otherwise decided by the

Board in compliance with the principle of equal treatment between Shareholders.

- 4.1.2.3 The subscription amount of each Share is payable within three (3) Business Days after the applicable Valuation Day in the Base Currency of the Compartment or in the relevant Class reference currency as set out in the table above. If the payment is not received in due time, the subscription will be dealt with the next Valuation Day. Where the applications have been rejected by the RAIF, the subscription monies paid will be returned to the relevant investors on the Business Day following the subscription order's rejection.

4.2 Redemptions

Please refer to **clause 15** ("Redemption of Shares") of the general part of this Issuing Document in this respect.

All repurchase applications must be notified to the Central Administrative Agent in Luxembourg before noon Luxembourg time, twenty-two (22) Business Days (approximately equivalent to thirty (30) calendar days), prior to the Valuation Day on which the application is to be made. Repurchase applications shall be notified at an unknown Net Asset Value. Applications notified after this deadline shall be dealt with on the next following Valuation Day

For the purposes of clause 13 ('Suspension of the calculation of the Net Asset Value') of the general part of this Issuing Document, if any application for redemption is received in respect of any relevant Valuation Day (the "**First Valuation Day**") which either alone or when aggregated with other applications so received, represents ten percent (10%) of the Net Asset Value of the Compartment the Board reserves the right in its sole and absolute discretion (and in the best interests of the remaining Shareholders) to scale down *pro rata* each application with respect to such First Valuation Day so that not more than ten percent (10%) of the Net Asset Value of the relevant Compartment be redeemed on such First Valuation Day.

To the extent that any application is not given full effect on such First Valuation Day by virtue of the exercise of the power to pro-rate applications, it shall be treated with respect to the unsatisfied balance thereof as if a further request had been made by the relevant Shareholder(s) in respect of the next Valuation Day and, if necessary, subsequent Valuation Days, until such application(s) shall have been satisfied in full. With respect to any application received in respect of the First Valuation Day, to the extent that subsequent applications shall be received in respect of following Valuation Days, such later applications shall be postponed in priority to the satisfaction of applications relating to the First Valuation Day, but subject to the limits and conditions above.

In addition to the above, the Board may refuse to proceed with the redemption of Shares, when, at its sole discretion, such redemption may be detrimental to the interests of the Compartment of the remaining Shareholders, including when the RAIF may experience significant liquidity problems.

4.3 Conversions

- 4.3.1 Shareholders are not authorised to convert all or part of their Shares of the Compartment into Shares of any other Compartments.
- 4.3.2 Nonetheless, at the request of the relevant Shareholder, Shares of the Compartment may be converted into Shares of another Class of Shares within the same Compartment. All conversion applications must be notified before noon Luxembourg time twenty-two (22) Business Days (approximately equivalent to thirty (30) calendar days) preceding the Valuation Day on which the application is to be made. Applications notified after this deadline shall be dealt with on the next following Valuation Day.

4.4 Swing pricing

Method related to swing pricing adjustments to Net Asset Value with a trigger level: investment and divestment activity may have a negative impact on the Net Asset Value per Share.

In order to protect the Compartment's long-term Shareholders, a swing factor will be applied to redemptions that have a significant impact on the Compartment's outstanding, which may generate costs for Shareholders leaving the Compartment that would otherwise have been allocated across all the Shareholders in the Compartment.

Therefore, if, on a particular Net Asset Value calculation date, the total redemption orders of investors across all Share Classes exceeds a threshold predetermined by the Board on the basis of objective criteria and expressed as a fixed amount, the NAV must be adjusted downwards to take account of the readjustment costs attributable to the redemption orders.

The cost parameters and trigger level shall be determined by the Board and shall be reviewed periodically. These costs shall be estimated by the Board based on transaction fees, bid/offer spreads, tax charges and other related costs applicable to the Compartment.

Insofar as this adjustment mechanism is linked to the redemptions within the Compartment, it is not possible to accurately predict a given time in the future at which it will be applied. Consequently, neither is it possible to predict the precise frequency at which the Administrator will have to make such adjustments, which shall not exceed one percent (1%) of the NAV.

5. **Remuneration of the AIFM**

The AIFM should be entitled to an annual fee, calculated and paid monthly, which will in a variable fee out of the last net asset value of the month of each of the Compartment as follows, based on the following sliding scale rate:

- Compartment's net asset value up to five hundred million Euros (EUR 500.000.000,-) – 2.50 bps *per annum*;
- Compartment's net asset value over five hundred million Euros (EUR 500.000.000,-), up to one billion (EUR 1.000.000.000,-) – 2.00 bps *per annum*;
- Compartment's net asset value over one billion Euros (EUR 1.000.000.000,-) – 1.50 bps *per annum*.

A minimum monthly fee of three thousand Euros (EUR 3.000,-) will apply if the total basis point fee for the Compartment does not reach the minimum fee applicable.

6. **Distributions**

Distributions shall be made, at the discretion of the Board, eg, by means of dividends, in kind distribution or, as the case may be, by the redemption of Shares.

7. **Risk considerations**

Investors are advised to carefully consider the risks of investing in the Compartment and should refer in relation thereto to the **clause 10** "Risk Factors" of this Issuing Document.

8. **Liquidation and Merger**

The Compartment will be liquidated at its term or at any time by the Board.

In the event that for any reason the value of the net assets in the Compartment has decreased to, or has not reached an amount, after the Investment Period, [EUR NUMBER], which is the minimum level for the Compartment to be operated in an economically efficient manner in the Board's opinion or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board of the RAIF, renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board of the RAIF may either decide to terminate the Compartment earlier or contribute the assets of the Compartment as described above under **clause 29** "Termination and Merger of Compartments".

9. **Specific risk factors**

9.1 Investment in the Compartment involves significant risks. It is possible that an investor may lose a substantial portion or all of its investment in the Compartment. As a result, each investor should carefully consider whether it can afford to bear the risks of investing in the Compartment. The following discussion of risk factors does not purport to be a complete explanation of the risks involved in investing in the Compartment. The risks of investing in the Compartment include, but are not necessarily limited to, the following:

9.2 **Foreign exchange/Currency risk:** The value of an investment in a Compartment may be affected favourably or unfavourably by fluctuations in exchange rates, notwithstanding efforts made to hedge such fluctuations, if any. In addition, prospective Investors whose assets and liabilities are primarily denominated in currencies other than the Reference Currency should take into account the potential risk of loss arising from fluctuations in the rate of exchange between the Reference Currency and such other currency. The RAIF may enter into, in respect of each Compartment or Classes of Shares, back to back currency borrowing or utilise derivatives such as forwards, futures, options and other derivatives to hedge against currency fluctuations, but there can be no assurance that such hedging transactions will be effective or beneficial. The Compartment may utilise financial instruments such as derivatives for investment purposes. Derivative instruments may be used to seek to hedge the Compartment against fluctuations in the relative values of the portfolio investments of the Compartment as a result of changes in exchange rates, interest rates, equity prices, credit spreads, individual credits and defaults and levels of other interest rates and prices of other securities. Such hedging transactions may not always achieve the intended effect and can also limit potential gains.

9.3 **Risks associated with the investment in unregulated underlying funds:** As the Compartment may invest directly and/or indirectly in underlying funds domiciled in jurisdictions where these vehicles are not subject to a recognized supervisory authority providing investors with equivalent protection to that available in Luxembourg, investments in any of such underlying funds are subject to a corresponding risk. Although the risks inherent to investments in underlying funds (whether regulated or unregulated) should as a rule be limited to the loss of the initial investment contributed, investors must nevertheless be aware that investments in unregulated underlying funds are more risky than investments in regulated underlying funds. This may be due to fact that such unregulated underlying funds may not be subject to regulatory and leverage/borrowing restrictions and/or to the absence of accounting standards or to the absence of a supervisory authority imposing rules and regulations to the entity exercising the depositary and/or central administration functions. In particular, the consequence of the leverage effect is that the value of a fund's assets increases faster if capital gains arising from investments financed by borrowing exceed the related costs, notably the interest on borrowed monies and premiums payable on derivative instruments. A fall in prices, however, causes a faster decrease in the value of the fund's assets. In extreme cases, the use of derivative instruments and short sales by underlying unregulated funds may result in them becoming worthless. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain jurisdictions where these unregulated underlying funds are set up may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. As a consequence of the foregoing, unregulated funds are generally considered to be a higher risk investment.

10. **Liquidation and Merger**

The Compartment will be liquidated at its term or at any time, with the Board acting as liquidator.

In the event that for any reason the value of the net assets in the Compartment has decreased to, or has not reached, three million Euros (EUR 3,000,000.-), which is the minimum level for the Compartment to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board, renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may either decide to terminate the Compartment earlier or contribute the assets of the Compartment as described above under Section 31 "Termination and Merger of Compartments".

Liquidation proceeds not distributable to investors for any reason and remaining unclaimed after conclusion of the liquidation process shall be converted into Euro and shall be deposited by the Depositary on behalf of entitled investors with the Luxembourg *Caisse des Consignations*.

11. Duration of the Compartment

The Compartment is established for an unlimited duration.

12. Amortisation of Compartment set-up costs and Compartment's expenses

The Compartment set up costs will be amortised over a five (5) year period.

The Compartment shall bear (or reimburse the AIFM or Investment Manager, as applicable, for) all reasonable expenses related to the Compartment's related operations and offering of shares.

More particularly, the Compartment will pay (or reimburse the AIFM or Investment Manager, as applicable, for) all expenses related to the Compartment's operations and offering of Shares, including (without limitation to) (i) fees, costs and expenses related to the identification, evaluation, negotiation, initiation, acquisition, syndication, due diligence, restructuring, closing, holding, monitoring and disposition of loans (whether or not consummated) and other assets, including but not limited to, commissions, brokerage fees or similar charges and other similar third-party expenses and travel expenses in connection therewith, to the extent not borne or reimbursed by a borrower; (ii) bank, brokerage, escrow and reserve account fees, transaction costs and expenses; (iii) the Compartment's proportionate share of expenses related to organizing and maintaining any parallel funds and holding vehicles; (iv) expenses of sourcing, consummating, servicing, maintaining and disposing of loans and other Compartment assets, directly or indirectly, as well as loan servicing fees, brokerage fees and other fees, whether charged by the AIFM, Investment Manager or a third party; (v) legal, auditing, consulting, administration, accounting and other professional expenses (including expenses associated with the preparation of the Compartment's financial statements, tax returns, and other reporting and providing information to Shareholders); (vi) insurance premiums related to indemnification of the Board, the AIFM and their respective affiliates against any liability related to the Compartment and its business, including life insurance on the AIFM's chief executive officers or equivalent and directors' and officers' liability insurance with respect to the Compartment; (vii) all third party expenses in connection with transactions not consummated; (viii) indemnification and indemnity contributions or reimbursement obligations of the Compartment as set forth in an operating agreement; (ix) costs of complying with applicable anti-money laundering regulations; (x) taxes or government charges; (xi) principal, interest and other fees, charges and costs associated with permitted borrowing and guarantees; (xii) all filing fees, expenses and legal fees associated with the AIFM's compliance with governmental regulations and any filings made thereunder; (xiii) costs of any investigation or proceeding involving Compartment activities; and (xiv) costs and expenses for terminating, dissolving and winding up the Compartment.

13. SUSTAINABILITY RELATED DISCLOSURES

In order to comply with the requirements set forth in Article 8 of SFDR Regulation (EU) 2019/2008, March AM will implement an ESG strategy in this product based on the ESG analysis of each asset the product is invested in, with a commitment to reach at least a minimum 50% of the assets with a maximum ESG rating of 25 (the best possible rating is 1, while a 100 is the worst). The product will also fully adhere to March AM's exclusion policy (for particular *socially responsible investing* products), consider good governance practices within its assets, and fully exercise its shareholder rights, when materially possible, in accordance with our first-class proxy advisor ESG policy rules (in accordance with March AM Sustainable and Responsible investment Policy).

SUPPLEMENT II

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

Product name: MARCH RAIF SA SICAV-RAIF – MARCH ENDOWMENTS
213800YOK9JL6VOJK525

Legal entity identifier:

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?

☒ ☒ ☐ **Yes**

☒ ☐ ☒ **No**

☐ It will make a minimum of **sustainable investments with an environmental objective: ___%**

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

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

☐ It will make a minimum of **sustainable investments with a social objective: ___%**

☒ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of 5% of sustainable investments

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

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

☒ with a social objective

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

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

Each asset in the portfolio has its environmental and social features examined as part of the investment process, providing each asset and the aggregated portfolio with an internal ESG rating. This internal rating, which is based on the degree of promotion of each individual asset comprising the portfolio, is obtained using data and methodology from leading ESG providers. Among other features, this financial instrument promotes:

- Environmental features: Environmentally sound governance and processes are important, as are sustainable resource utilization (energy, water, and land), a*

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

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



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

decrease in emissions (carbon, waste, and air pollution), and improved environmental footprints from suppliers and goods.

- b. *Social features: It promotes better employee relationships and working conditions, skill-enhancing training, and a reduction in accidents. Furthermore, it encourages improvements in the customer experience and accountability in the effects the company's product has on its customers and its products.*

No specific index has been defined to determine the alignment of the product with these characteristics.

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

A wide range of sustainable indicators are considered at the environmental level such as energy efficiency targets, use of renewable energies, total energy consumption, water consumption efficiency target, recycled water ratio, greenhouse gas emissions, waste treatment, indirect cost of supplier emissions, degree of environmental impact of products, environmental investments, environmental risk analysis, and the existence and analysis of the company's environmental team and its training.

On a social level, we consider not only objectives linked to the company and its environment but also to the rest of the stakeholders. The main sustainable indicators used on the social side are the existence of union policies and representation, training hours, employee days lost vs. total days, employee satisfaction, flexible working hours, remuneration and working conditions, employee turnover, occupational accident rate, occupational fatality rate, occupational health and safety incidents, diversity among its employees, employees with disabilities, ratio of women in the company and amongst the management team, level of satisfaction amongst its customers, privacy policies, the existence of supplier management policies, the existence of whistleblowing policies, company community involvement projects and employment and local impact.

In the Sovereign Debt part of the financial product's portfolio, the sustainable indicators used are as follows:

- a. *At the environmental level, three indicators are used: carbon intensity, renewable energy consumption, and energy intensity.*
- b. *At the social level, three indicators are used: life expectancy, ease of access to secondary education, and wealth per capita.*
- c. *At the governance level, six indicators are used: voting rights, political stability, government effectiveness, regulatory quality, equality of rights, and corruption control.*

It must be specified that, at this precise moment, the coverage to collect all these sustainable indicators is heterogeneous and, in some circumstances, weak or nonexistent, even when employing trusted specialist data providers. Due to the present lack of data, it is feasible that the product manager could be now unable to evaluate one or some sustainable indicators mentioned. Nevertheless the financial product manager(s) will continuously assess whether data availability has improved enough to potentially include the indicator into consideration in the investment process.

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

The product commits to hold sustainable investments in its portfolio as defined by the Sustainability Disclosure Regulation (EU) 2019/2088 (SFDR). Investments classified as sustainable that follow this regulation reach a minimum of 5% of the portfolio. They are investments that, in accordance with the regulation's definition, contribute to one or multiple environmental or social goals, do not do

significant harm to any other environmental or social objectives, and adhere to good corporate governance principles.

For this product, investments must fulfill one of the requirements listed below in order to be deemed sustainable:

For Equities and Corporate debt:

- a. Their involvement in a well-defined GHG emissions reduction strategy aligned with the goals of the Paris Agreement; we use the worldwide project "Science Based Targets Initiative (SBTi)" to select these investments. SBTi is a partnership between the World Resources Institute (WRI), the UN Global Compact, the Carbon Disclosure Project (CDP), and the World Wildlife Fund for Nature (WWF). The SBTi initiative:*
- defines and promotes best practices in emissions reduction and net-zero emissions targets, in line with climate science.*
 - provides technical assistance and expert resources to companies setting science-based targets (SBTs).*
 - brings together a team of specialized experts to provide companies with independent advice and technical validation of their objectives.*
 - is the Business Ambition for 1.5°C campaign lead partner, which is an urgent call to action from a worldwide coalition of UN agencies, business and industry leaders that aims to mobilize enterprises to establish net-zero SBT targets aligned with a 1.5°C future.*

The financial product selects investments that have a reduction target in place or are committed to reducing their GHG emissions in accordance with the Paris Agreement targets. Additional information on the SBTi initiative can be found on the following website: <https://sciencebasedtargets.org>.

- b. Have a measurable impact within the framework of the United Nations' 17 Sustainable Development Goals (SDGs), which are designed to spearhead the eradication of poverty and other forms of deprivation by enhancing health and education, reducing inequality, safeguarding the environment, and boosting prosperity. The selection process is based on the analysis of companies whose activity, management model and results are aimed at mitigating general social problems and the planet's resource sustainability identified by the SDGs. The degree of alignment with each of the 17 SDGs is monitored through data from external suppliers of recognized solvency; at the same time, the percentage of company revenues directly linked to the SDGs is analyzed.*
- c. Measurable impact indicators: Specific metrics related to SDG activities are regularly examined and monitored (using data from top-tier knowledgeable and established creditworthiness suppliers). These metrics are analyzed at the company level and gauge the success or failure of the organization's operational or governance practices.*

The process of identifying the associated key adverse impacts-those that can do significant harm to any environmental or social objective (DNSH under SFDR)-is undertaken at the time of selecting assets in which to invest. The above-mentioned internal exclusion criteria and norm-based analysis based on the UN Global Compact serve as the foundation for this screening. The UN Global Compact- March AM is a signatory partner of it- is a global initiative that encourages companies to act in a way that advances social objectives and the implementation of the SDGs by incorporating 10 universal principles relating to human rights, labor, the environment, and anti-corruption into their corporate and operational strategies. Additionally, the financial product only considers sustainable investments for those companies with a low or moderate level of controversies, excluding from this part of sustainable investments all companies with a significant, high, or severe level of controversies. In addition to this negative screening, we consider the level and importance of controversies produced by the companies invested by the portfolio using data from external providers.

The companies in which the portfolio has investments exercise solid corporate governance. Protecting the company's value is our highest priority when it comes to governance. In our view, a management team must have objectives aligned with those of its minority shareholders. The financial product manager should analyze the alignment of companies' management teams and boards of directors with the shareholders.

More specifically, key variables considered when analyzing the governance practices of the management teams and boards of the companies analyzed would be quality & integrity, structure, ownership & shareholder rights, remuneration, audit and financial reporting and stakeholder governance. Reputable third-party data providers are used to carry out the analysis. Except for those categorized as "underperformers" or "laggards," only companies whose governance is assessed as "leader," "outperformer," or "average performance" will be considered as companies that the financial product manager deems to be sustainable investments.

This financial product also allows investment in green, social or sustainability-linked bonds or commercial paper/note programs. These are fixed-income debt instruments that allow issuers:

- To finance or refinance initiatives/activities that have a positive environmental impacts;*
- To raise funds for initiatives that address social problems or have a positive social impacts; and,*
- To raise money for initiatives with a positive environmental and social impact, combining both objectives.*

Depending on the projects that this product finances, the financial product considers this type of investment as sustainable (if they promote environmental characteristics in accordance with Art. 8 of the Disclosure Regulation (SFDR)) or as taxonomy (if they contribute to one or more of the environmental goals outlined in Art. 9 of the Taxonomy Regulation (EU) 2020/852).

For Sovereign debt

As part of the analysis process for considering sovereign debt investments as sustainable, 12 quantifiable and trackable metrics (compiled by renowned ESG providers from reputable and authoritative sources such as the World Bank and the UN) are examined to quantify the environmental, governance, and social commitment of nations.

Three indicators linked to wealth per capita, ease of access to secondary education, and life expectancy will be assessed for the social component, according to World Bank guidelines.

Three indicators linked to energy intensity, renewable energy consumption, and carbon intensity will be assessed for the environmental component, according to World Bank guidelines.

Six indicators linked to voting rights, political stability, government effectiveness, regulatory quality, equal rights and control of corruption will be assessed for the governance component, in accordance with World Bank guidelines.

The sustainability percentage in Sovereign Debt investments will be quantified using an internal valuation model based on the aforementioned metrics, excluding the consideration of a sustainability percentage in those nations deemed to have a significant impact on any environmental or social objectives measured by the metrics.

In this respect, a maximum sustainability factor of 50% will be given to the top-ranked nation. This sustainability factor will linearly decline as it moves up in the ranking. The model score (based on the 12 metrics examined) will be multiplied by the resulting sustainability percentage for each country, obtaining the sustainable investment percentage for each country. The sustainable investment percentage for nations not located in the top quartile of the sample under study is zero percent.

Furthermore, this financial product allows investment in green, social or sustainability-linked bonds or commercial paper/note programs. Depending on the projects that this product finance, the financial product considers this type of investment as sustainable (if they promote environmental characteristics in accordance with Art. 8 of the Disclosure Regulation (SFDR)).

For Undertakings for Collective Investment (UCIs)

The selection of UCIs comprising the financial product's portfolio is made using specialized sustainability analysis tools and ESG criteria, as well as information obtained through consultations with well recognised & public databases (i.e. the databases of the EU, the OECD and international organizations) and the European ESG Templates (EETs) of asset management firms.

Investees' environmental and social characteristics are analyzed (look-through) as part of the investment process, providing an internal ESG rating for each individual asset and the aggregate portfolio. March AM's internal rating, which is based on the degree of promotion of each individual asset in the portfolio, is obtained using data and methodology from renowned ESG providers.

For this financial product, investments must meet one (if not more) of the requirements listed below to be deemed sustainable:

- a. For UCIs targeting sustainable investments (as described in Art. 9 of the Taxonomy Regulation (EU) 2020/852), 100% of the position shall be considered as sustainable investments in this product.
- b. For those UCIs promoting environmental or social characteristics (in accordance with Article 8 of the Disclosure Regulation (SFDR)), the minimum committed percentage of sustainable investment reflected in the respective sustainability annex (Annex II) will be considered as sustainable.

Additionally, a periodic analysis of the product's actual percentage in sustainable investments will be carried out (through the look-through and its respective Annex IV), which in most cases will greatly exceed this minimum percentage. However, only the minimum percentage of sustainable investment committed in its respective sustainability annexes will be considered as a conservative criterion.

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

The process of identifying the associated key adverse impacts-those that can do significant harm to any environmental or social objective (DNSH under SFDR)-is undertaken at the time of selecting assets in which to invest. The above-mentioned internal exclusion criteria and norm-based analysis based on the UN Global Compact serve as the foundation for this screening.

The UN Global Compact- of which March AM is a signatory partner- is a global initiative that encourages companies to act in a way that advances social objectives and the implementation of the SDGs by incorporating 10 universal principles relating to human rights, labor, the environment, and anti-corruption into their corporate and operational strategies.

The financial product only considers sustainable investments for those companies with a low or moderate level of controversies, excluding from this part of sustainable investments all companies with a significant, high, or severe level of controversies. In addition to this negative screening, we consider the level and importance of controversies produced by the companies invested by the portfolio using data from external providers.

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

PAIs are considered and integrated into portfolio investment decisions primarily through exclusions.

The present coverage to collect the necessary data is heterogeneous and, in some circumstances, weak or nonexistent, even when employing trusted specialist data providers to access PAI indicators. Due to the lack of data, it is feasible that the product manager is now unable to evaluate some investment PAIs.

Additionally, the coverage of data related to water and waste is reduced and the related PAI indicators are considered through the exclusions of severe controversies within the UN Global Compact (norm-based analysis). In that circumstance, it is important to note that the financial

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

product may have problems to increase the data coverage of some PAIA indicators. However, the financial product manager(s) will periodically assess whether data availability has improved enough to potentially include the data into consideration in the investment process.

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

The Investment Manager's sustainable minimum exclusion list screens out companies based on their involvement in controversial practices against international norms. The core normative framework consists of the Principles of the UN Global Compact, the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles for Business and Human Rights, and are embedded in the Sustainable Development Goals.

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

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



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



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



Yes,

This financial product weighs in (addresses, avoids, and/or mitigates) on the main adverse impacts on sustainability factors (PAI indicators) considering :

- a. For corporate assets, certain social indicators linked to the applicable exclusion criteria together with other environmental indicators linked to carbon emission reduction initiatives.*
- b. For those sovereign debt assets, social infractions/violations and, indirectly, other environmental indicators as well as those derived from political stability and the rule of law.*
- c. It will be analyzed how these products consider PAI for UCIs; and if so, which specific ones are being considered.*

As aforementioned, PAIs are primarily considered and integrated into the decision-making process through exclusions. The Investment Managers might find difficulties when evaluating some investment PAIs due to the lack of data. Nevertheless, the Investment Manager will assess if data availability has improved enough to include it in the investment decision process.



No

What investment strategy does this financial product follow?

In compliance with the provisions of the RAIF Law, the investment strategy of this financial product is based on the principle of risk diversification. The investment objective of this financial product is to provide long-term capital appreciation and income growth. The financial product is actively managed in line with its strategic asset allocation.

The Investment Manager will determine asset allocation operating ranges for each asset class at its discretion and in pursuit of the financial product's investment objectives. The investment objectives and strategy of the financial product do not refer to a specific benchmark.

This financial product is an investment vehicle for investors who wish to be exposed to multiple asset classes (shares, debt securities, real estate, infrastructure, commodities and precious metals and currencies) and who have a medium to long-term investment time horizon (three (3) to five (5) years). The financial product will invest in a broadly diversified global portfolio of securities. The transferable securities will include: selected investments in equity securities (including real estate investment trusts (REITS) and infrastructure equity securities), investments in units of other UCIs (including absolute return strategies), exchange traded funds (ETFs), as well as, to a lesser extent, debt securities and commodities (including ETCs). The financial product will invest globally with no specific geographical focus. In addition, from time to time the financial product may use options in isolation, or in combination with underlying assets, to express a view on a given position, to generate income, or to protect the financial risk of underlying assets.

In order to achieve its investment objective, this financial product integrates a fundamental analysis of the securities, UCIs and other assets comprising the portfolio. Additionally, this analysis integrates ESG factors in the asset selection process and includes the exercise of voting rights inherent to the position in each of the equity positions according to ESG criteria.

The company's investment process conducts an extra-financial analysis in accordance with ESG standards. In this regard, it should be noted that March AM is a signatory of the United Nations Principles for Responsible Investment, through which it commits to:

- a. incorporate ESG risks in the decision-making process;*
- b. be an active shareholder through the exercise of voting rights;*
- c. promote the disclosure of ESG policies by the companies in which the financial product invests;*
- d. promote the acceptance and implementation of the UNPRI in the investment sector;*
- e. work collaboratively to increase the effectiveness of the application of the UNPRI; and*
- f. publish regular reports on activities and progress in the application of the principles.*

Additionally, March AM is a signatory member of the UN Global Compact and actively works to advance sustainability. The company has pledged to develop and convert its products to promote sustainable investing with the goal of more responsible returns and greater integration of risks derived from ESG factors.

For voting rights exercise, March AM relies on the expertise of highly respected and knowledgeable proxy voting advisors.

 What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?

This product applies, in its investment strategy, exclusion criteria based on March AM's exclusion policy currently in effect for SRI products, which is based on three main blocks and considers environmental and social aspects and indicators in addition to extra-financial analysis carried out to choose the assets that are part of the product portfolio.

- I. General exclusion policy: The excluded activities are controversial weapons, tobacco, and thermal coal (each of the activities are excluded based on specific thresholds set out in the March AM Exclusions Policy, published on the website www.march-am.com). At the same time, the firm engages in the analysis of activities under oppressive regimes.*
- II. Exclusion policy for SRI products: In addition to the general policy, adult content/pornography, gambling/gaming, and GMOs. Alcohol exposure and the existence of a responsible drinking policy are excluded as well (each of*

these activities are excluded based on specific limits set out in the March AM Exclusions Policy, published on the website www.march-am.com).

- III. Lastly, March AM conducts a norm-based analysis to determine whether the company complies with the 10 principles of the United Nations Global Compact for each of the four categories comprising the pact (Human Rights, Labor, Environment, and Anti-Corruption), given the fact that the company is a signatory partner of the UNGC. Based on this analysis, companies that display evidence of violating one or multiple principles are eligible for exclusion.*

In the case of UCIs, regardless of their SFDR classification, our exclusion policy must be simplified at this time due to the tangible impossibility of analysing and filtering the direct investments of the individual UCIs in the portfolios and in some cases even to have access to the direct investments of these portfolios in a timely manner.

Therefore, the exclusion policy for these portfolios will be based primarily on a due diligence analysis of the UCI manager's own exclusion policy for each of the UCIs and its comparison with our own exclusion policy. In that sense, it will not be required to comply 100% with our own exclusions policy, since in some points this policy will be more lax, but on the other hand, there will be additional exclusions to those of March MA; therefore, the existence of some subjectivity will be possible. However, all managers/UCIs that are part of these portfolios will have to have an exclusion policy (if they do not, the investment in this strategy will have to be approved by March AM's SRI committee) and, furthermore, this exclusion policy will be analysed and will have to be at least as restrictive as March AM's own policy.

Asset allocation is based on an in-house fundamental analysis. For this purpose, the Firm analyze the Investee's Annual and Periodic Financial Reports (Annual Reports, Balance Sheet, Annual Accounts, Cash Flow Statements, etc.), as well as the main Non-Financial Reports of the companies. Additionally, the governance structure and controversies surrounding the corporation are examined.

Furthermore, Financial product's Investment Managers hold regular meetings with investees' companies and asset managers. ESG matters, in addition to purely financial factors, are frequently discussed in the aforementioned meetings to analyze the development, commitment and vocation for improvement of these, as well as the measures taken by the investees' in this regard. In order to promote a combination of both social and environmental product characteristics in accordance with Art.8 of SFDR, the investment strategy aims to benefit companies with strong ESG ratings while detracting from and/or reducing the portfolio weight of companies with poor ESG ratings. The rating is based on an in-house ESG analysis, which uses top-tier external providers' data as a source, complemented with the managers' fundamental view.

The investment process combines the management team's own experience and expertise, as well as ESG ratings obtained from data and information provided by highly experienced and reputable providers (the basis of our own ESG rating).

The ratings assigned to assets in each pillar (environmental, social and governance) are standardized to create an aggregate ESG rating. Where investment valuation is materially impaired, companies with a poor ESG ratings will have their weighting reduced or be sold.

A "best in class" strategy is used in the analysis of all assets comprising the portfolio, based on the investee's position within its sector or industry (using data and methodology from main ESG providers). For sovereign debt assets, the percentile that the nation occupies within a specific universe is established using information and methods of the aforementioned providers due to the lack of an industry percentile with which its sector or industry. As a minimum requirement, 50% of the financial product's assets (including UCIs through a look-through analysis) will be invested belonging to the first two quartiles.

Additionally, in accordance with article 8 of the SFDR, at least 50% of the financial product's assets will promote environmental or social features; such sustainability promotion will be based on a March AM ESG rating of 25 or less out of 100. (The best possible rating is 1, while 100 is the worst). In other words, at least 50% of the portfolio's assets will be rated at or below 25.

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

Not applicable

● **What is the policy to assess good governance practices of the investee companies?** The companies in which the portfolio has investments exercise solid corporate governance. Protecting the company's value is our highest priority when it comes to governance. In our view, a management team must have objectives aligned with those of its minority shareholders. The financial product analyzes the alignment of companies' management teams and boards of directors with the shareholders.

More specifically, key variables considered when analyzing the governance practices of the management teams and boards of the companies analyzed are quality & integrity, structure, ownership & shareholder rights, remuneration, audit and financial reporting and stakeholder governance. First-class third-party data providers are used to carry out the analysis; this is part of the financial and extra financial analysis conducted by the financial product's manager for each asset of the financial product ex-ante its inclusion to the portfolio; this analysis is updated periodically for all the portfolio's assets which are covered by our third party data providers. For those which are not covered (a minor part of the direct assets) the financial product's manager will conduct this analysis on a best-efforts way.

Except for those categorized as "underperformers" or "laggards," only companies whose governance is assessed as "leader," "outperformer," or "average performance" will be considered as companies that the financial product manager deems to be sustainable investments.

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

Asset allocation describes the share of investments in specific assets.



What is the asset allocation planned for this financial product?

This financial product's asset allocation follows the following criteria:

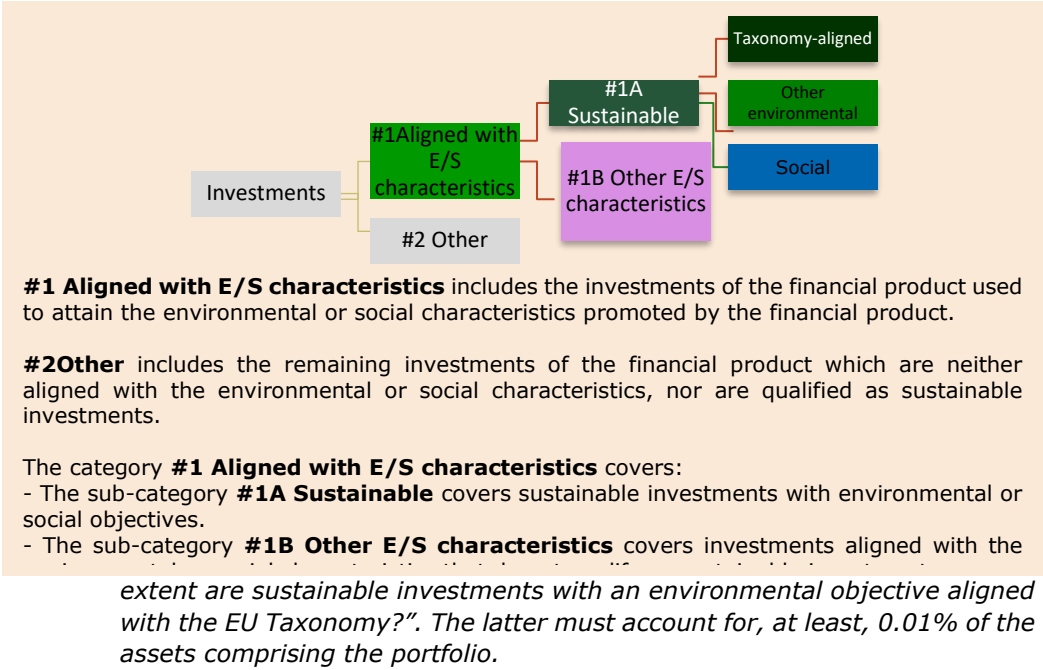
- a. All companies included will adhere to the exclusion criteria listed in this document's section: "What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?".
- b. In accordance with article 8 of the SFDR, at least:
 - I. 50% of the financial product's assets will promote environmental or social features; such sustainability promotion will be based on a March AM ESG rating of 25 or less out of 100. (The best possible rating is 1, while a 100 is the worst). In other words, at least 50% of the portfolio's assets will be rated at or below 25.
 - II. 50% of the financial product's assets (including UCIs through a look-through analysis) will be invested in assets belonging to the first two quartiles as part of the best-in-class strategy applied to all assets comprising its portfolio, as stated in this document's section: "What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?".
 - III.
- c. At least 5% of total portfolio assets shall consider either:
 1. Sustainable investments according to SFDR, as defined in the document's section named "What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?".
 2. Investments aligned with economic activities that contribute to one or more of the environmental objectives set out in Art. 9 of Regulation (EU) 2020/852 on establishing a framework to facilitate sustainable investments (taxonomy), as defined in the document's section named "To what minimum

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

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

Taxonomy-aligned activities are expressed as a share of:

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



● **How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?**

Not Applicable.



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

This financial product may contribute to one or more of the environmental goals outlined in Art. 9 of the Taxonomy Regulation (EU) 2020/852, including but not limited to:

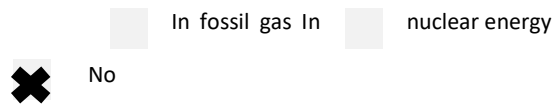
1. *the prevention and control of pollution;*
2. *the mitigation of climate change;*
3. *the adaptation to it;*
4. *the sustainable use and conservation of water and marine resources;*
5. *the transition to a circular economy; and,*
6. *the preservation and restoration of biodiversity and ecosystems.*

The financial product has established a minimum alignment with these environmental goals for the portfolio of, at least, 0.01%.

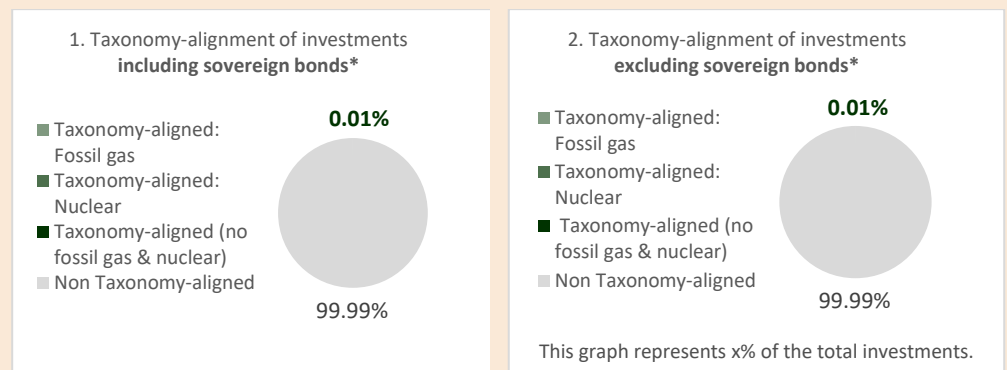
● **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy²?**

☐ Yes: *[specify below, and details in the graphs of the box]*

² Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change (“climate change mitigation”) and do not significantly harm any EU Taxonomy objective - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.



The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.



* For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures.

- What is the minimum share of investments in transitional and enabling activities?**
 The breakdown of investment shares by environmental objectives is currently not possible due to the lack of reliable taxonomy data. Non-financial undertakings will disclose information on the taxonomy-alignment of their economic activities in the form of pre-defined KPIs, indicating to which environmental objective activities contribute and whether it is a transitional or enabling economic activity, only starting from 01 January 2023 (financial undertakings - from 01 January 2024). This information is mandatory basis for this evaluation.

Nevertheless, the Investment Manager does not commit to a split of minimum taxonomy alignment into own performance, transitional, and enabling activities.



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

Taxonomy-aligned investments are considered a sub-category of Sustainable Investments. If an investment is not Taxonomy-aligned since the activity is not covered yet under the EU Taxonomy or the positive contribution is not substantial enough to comply with the Taxonomy technical screening criteria, the investment can still be considered an environmentally Sustainable Investment provided it complies with all criteria.

This financial product promotes Environmental/Social (E/S) characteristics and, while it does not have as its objective a sustainable investment, it will have a minimum proportion of 5% of sustainable investments with:

- an environmental objective in economic activities that qualify as environmentally sustainable under EU Taxonomy;
- an environmental objective in economic activities that do not qualify as environmentally sustainable under EU Taxonomy, and;
- a social objective.

The Investment Manager considers but do not commit to a "specific" minimum share of environmentally Sustainable Investments that are not aligned with the EU Taxonomy, as the 5% minimum proportion committed refers to the combination of all the above-mentioned objectives.



What is the minimum share of socially sustainable investments?

This financial product promotes Environmental/Social (E/S) characteristics and, while it does not have as its objective a sustainable investment, it will have a minimum proportion of 5% of sustainable investments with:

- a. an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy;*
- b. an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy, and;*
- c. a social objective.*

The Investment Manager considers but do not commit to a “specific” minimum share of socially sustainable investments, as the 5% minimum proportion committed refers to the combination of all the above-mentioned objectives.



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

According to March AM, there may be a percentage of the portfolio (up to 50%) that has an ESG rating higher than 25, which means that it does not promote environmental or social features and may or may not have strong governance. It should be highlighted that this part of the portfolio will faithfully comply with the exclusion criteria set out in the fifth page of this document (Binding Elements of the Investment Strategy).

The purpose of these investments is to contribute to the long-term performance of the financial product and an ongoing analysis will be made of their ESG risks and their evolution therein. In the long term, the percentage of this section may be reduced, as companies that do not align and improve will eventually be excluded due to the risks they may incur (reputational, litigation, sanctions, etc.).

Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

No specific index has been defined to determine the alignment of the product with these characteristics.

- ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

NA.

- ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

NA.

- ***How does the designated index differ from a relevant broad market index?***

NA.

- ***Where can the methodology used for the calculation of the designated index be found?***

NA.



Where can I find more product specific information online?

More product-specific information can be found on the website: <https://www.march-am.com/es/fondos-y-sicav/>.

Reference benchmarks are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.