

# **CIGOGNE FUND**

## **A Luxembourg Investment Fund (Fonds Commun de Placement – Specialised Investment Funds)**

### **PROSPECTUS**

*on the offering and issuance of units of the SIF*

**NOVEMBER 2025**

*The Units referred to in this Prospectus are offered solely on the basis of the information contained herein and in the reports referred to in this Prospectus. In connection with the offer hereby made, no person is authorised to give any information or to make any representations other than those contained in this Prospectus and the documents referred to therein, and any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information contained in this Prospectus shall be solely at the risk of the purchaser.*

*Subscriptions for Units shall be made on the basis of this Prospectus [and the Management Regulation] accompanied by the latest annual report of CIGOGNE FUND. Copies of the complete Prospectus and the latest financial report of the CIGOGNE FUND may be obtained, free of charge, upon request at the registered office of the AIFM.*

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## INTRODUCTION

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CIGOGNE FUND (the “Fund”) is organized in Luxembourg pursuant to the law of February 13, 2007 regarding specialised investment funds and is a “*fonds commun de placement*” with different portfolios of assets, each constituting a Sub-Fund. CIGOGNE FUND qualifies as an AIF in accordance with the Law of 12 July 2013. The Fund is governed by the Management Regulations effective as of July 6, 2004 which are published in the Mémorial C, Recueil des Sociétés et Associations (the “Mémorial”) for the first time on July 16, 2004 and updated from time to time.

The Fund is managed by CIGOGNE MANAGEMENT S.A. (the “AIFM”), a public limited company (“société anonyme”) organized under the laws of the Grand Duchy of Luxembourg. Its share capital amounts to EUR 125,000. The AIFM was established on July 6, 2004 for an undetermined period. Its Articles of Incorporation were published in the Mémorial of July 16, 2004 for the first time.

No person is authorized to give any information or to make any representations other than those contained in this Prospectus.

CIGOGNE FUND is offering units of several Sub-Funds on the basis of the information contained in this Prospectus and in the documents referred to herein. The distribution of the Prospectus is not authorized unless it is accompanied by the most recent annual report of the Fund. Such report is deemed to be an integral part of the Prospectus.

The Fund is an unincorporated mutual investment fund (*fonds commun de placement*). The Fund is organised as a “multiple compartments fund”, i.e. comprised of different Sub-Funds. Each Sub-Fund constitutes a separate pool of assets (invested in accordance with the particular investment features applicable to such Sub-Fund *as provided in the Factsheet hereto*) and liabilities and is represented by specific class or classes of Units. For the purposes of relations with creditors, each Sub-Fund is treated as a single entity. The assets of one Sub-Fund are only responsible for all debts, engagements and obligations attributable to this Sub-Fund. In this regard, if the AIFM incurs a liability, which relates to a particular Sub-Fund, the creditor’s recourse with respect to such liability shall be limited solely to the assets of the relevant Sub-Fund. For the purposes of relations with the Unitholders, each Class is treated as a single entity. Therefore, the Net Asset Value of its Units fluctuates according to the net assets to which they relate.

The Units represent undivided interests solely in the assets of the related Sub-Fund. They do not represent interests in or obligations of, and are not guaranteed by, any government authority, the initiator of the Fund, the Depositary of the Fund, the AIFM or any other person or entity.

The AIFM may, at any time, amend existing Sub-Funds and Classes and create additional Sub-Funds for an undetermined or determined period, whose investment features will differ from those of the Sub-Funds existing at the present time and may also create, at any time, additional Classes of Units within each Sub-Fund. Upon the amendments or the creation of a new Sub-Fund or Classes, the Prospectus will be updated or supplemented accordingly.

Details regarding each Sub-Fund are described in the Factsheet to the Prospectus. The Net Asset Value of the Units of each Sub-Fund shall be determined in the currency set forth in the relevant Factsheet of the Prospectus.

The distribution of the Prospectus and the offering of the Units may be restricted in certain jurisdictions. The Prospectus does not constitute an offer or solicitation in a jurisdiction where to do so is unlawful or where the person making the offer or solicitation is not qualified to do so or where a person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of the Prospectus and of any person wishing to apply for Units to inform himself or herself about and to observe all applicable laws and regulations of relevant jurisdictions. The Prospectus does not constitute a public offer or invitation to acquire Units with regard to persons from jurisdictions in which such a public offering of Units is not authorized or if it could be considered that such an offer is not authorized with regard to that person. Moreover, the fact that the Fund is registered on the official list of the CSSF may under no circumstances be considered as a positive appreciation by the supervisory authority of the quality of the Units offered for sale.

However, the Units may be marketed to professional investors in other member states of the

European Union in accordance with the Law of 12 July 2013.

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

It should be remembered that the price of Units and the income from them may fall as well as rise and that the amount initially invested may not be recovered. Changes in rates of foreign exchange may cause the value of the investments go up or down. Moreover, credit risk may also cause the value of Net Assets to go down.

Investors should inform themselves regarding the economic benefits and risks of their investments and should take appropriate advice on the legal or tax-related requirements and consequences, foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence or domicile and which might be relevant to the subscription, purchase, holding, exchange, conversion, redemption or disposal of the Units of the Fund.

Potential subscribers should note that the structure of the Prospectus is such that it distinguishes the part made up of chapters 1 to 21, on the one hand, and the part made up of the "Sub-Fund Particulars", on the other hand. The chapters 1 to 21 contain the regulations to which the Fund as a whole, and each of its Sub-Funds are subjected, whereas the Sub-Fund Particulars contain the terms and conditions applicable to each individual Sub-Fund in addition or in dispensation to the general regulations.

Investment in the Fund carries substantial risk. There can be no assurance that the Fund's investment objective will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in Units is suitable for them in light of their circumstances and financial resources (see under "Risk Factors").

Potential investors should consult, and must rely on, their own professional tax, legal and investment advisors as to matters concerning the Fund and their investments in the Fund.

Prospective investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to :  
(i) the legal requirements within their own jurisdictions for the purchase, holding or disposal of Units;  
(ii) any income tax and other taxes which may apply to their purchase, holding or disposal of Units or payments in respect of Units.

Investors in CIGOGNE FUND are advised that offering is restricted to Well Informed Investors only and that the AIFM will not permit the issuance and transfer of Units to persons who may not be considered as Well Informed Investors within the meaning of Law of February 13, 2007. For complementary definition and information on restrictions on issue and transfer of Units of CIGOGNE FUND, investors should refer to and carefully read "Chapter 5 - The Units" of this prospectus.

## DEFINITIONS

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The following definitions shall apply throughout this Prospectus unless the context otherwise requires:

<b>"AIF"</b>	Alternative Investment Fund.
<b>"AIFM"</b>	Alternative Investment Fund Manager.
<b>"AIFM of CIGOGNE FUND"</b>	CIGOGNE Management S.A.
<b>"AIFM Directive"</b>	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending

	Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
<b>“AIFM Regulations”</b>	Commission delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision.
<b>“Board of Directors”, or “Board”, “Directors”</b>	The board of directors of the AIFM.
<b>“Central Administration”</b>	UI efa S.A..
<b>“Class” or “Classes”</b>	The class(es) of Units which constitute the Classes of CIGOGNE FUND.
<b>“Conversion Day”</b>	The Trade Date on which the AIFM or the appropriate agent of the AIFM shall issue and cancel any Unit involved in a Conversion.
<b>“CSSF”</b>	The Commission de Surveillance du Secteur Financier in Luxembourg.
<b>“Custodiable Assets”</b>	A financial instrument to be held in custody in the meaning of Article 21.8.(a) of the AIFM Directive and Article 88 of the AIFM Regulation which belongs to the Sub-Fund.
<b>“Depositary” or “Depositary Bank”</b>	Banque de Luxembourg S.A.
<b>“Distributor(s)”</b>	A distributor appointed by the AIFM.
<b>“Factsheet”</b>	A factsheet of the Prospectus.
<b>“Investment Advisor”</b>	Crédit Industriel et Commercial, the investment advisor of the AIFM.
<b>“Law of August 10, 1915”</b>	The Luxembourg law of August 10, 1915 relating to commercial companies, as amended from time to time.
<b>“Law of February 13, 2007”</b>	The Luxembourg law of February 13, 2007 concerning the specialized investment funds, as amended from time to time.
<b>“Law of December 17, 2010”</b>	The Luxembourg law of December 17, 2010 relating to undertakings for collective investment as amended from time to time.
<b>“Law of July 12, 2013”</b>	The Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended from time to time.
<b>“Main Party”</b>	Any of the following entities: <ul style="list-style-type: none"> <li>• the AIFM;</li> <li>• the Depositary;</li> <li>• the Central Administration;</li> <li>• the Central Administration Subcontractor(s);</li> </ul>

	<ul style="list-style-type: none"> <li>• the Portfolio Manager(s);</li> <li>• the Investment Advisor(s);</li> <li>• any other entity specifically designated by the Board of Directors</li> </ul>
<b>“Management Regulations”</b>	The management regulations of CIGOGNE FUND.
<b>“Net Asset Value” or “Net Assets” or “NAV”</b>	The net asset value of a Class, of a Sub-Fund or of the Fund, as the context may require.
<b>“Initiator”</b>	Crédit Industriel et Commercial.
<b>“Portfolio Manager(s)”</b>	Each portfolio manager appointed by the AIFM.
<b>“Prospectus”</b>	This document accompanied by all the addenda which can be added.
<b>“Redemption Day”</b>	The Trade Date on which the AIFM or the appropriate agent of the AIFM shall cancel any Unit.
<b>“Reference Currency”</b>	The currency which is used to express the Net Asset Value of a Unit, of a Class, of a Sub-Fund or of the Fund as the context may require.
<b>“Registrar and Transfer Agent”</b>	UI efa S.A.
<b>“Relevant Person”</b>	Any of the following persons: <ul style="list-style-type: none"> <li>• a member of the Board of Directors;</li> <li>• an employee of the AIFM;</li> <li>• any other person specifically designated by the Board of Directors.</li> </ul>
<b>“Securities Financing Transaction” (or “SFT”)</b>	A securities financing transaction as defined in Regulation (EU) 2015/2365, as it may be amended and supplemented from time to time.
<b>“SFTR”</b>	Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions.
<b>“Subscription Agreement”</b>	Agreement between an investor and the AIFM, whereby the investor undertakes to subscribe Units of the Fund, and the AIFM expressly agrees the investor as a Unitholder.
<b>“Subscription Day”</b>	The Trade Date on which the AIFM or the appropriate agent of the AIFM shall issue any Units.
<b>“Sub-Fund(s)”</b>	Pool(s) of assets and liabilities constituting separate entities, established by the Board of Directors within the meaning of article 71 of the Law of February 13, 2007
<b>“Sub-Fund Particulars”</b>	Part of the Prospectus giving details on each particular Sub-Fund.
<b>“Total Gross Asset”</b>	Total of Assets before accrual of Performance Fee

<b>“UCI”</b>	Undertaking for Collective Investment.
<b>“Unit(s)”</b>	The unit(s) of the Classes representing the Sub-Funds of CIGOGNE FUND.
<b>“Unitholder”</b>	The unitholders of a Class, as the context may require.
<b>“Valuation Day”</b>	The day on which the AIFM or the appropriate agent of the AIFM shall calculate the Net Asset Value of each Sub-Fund and the Units of each Class.
<b>“Well Informed Investors”</b>	Well informed investors in the meaning of the Law of February 13, 2007.
<b>“Total Return Swap”</b>	A total return swap in the meaning of the SFTR is defined as an OTC derivative contract in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty.
<b>“Trade Date”</b>	The first Luxembourg bank business day immediately following the relevant Valuation Day. The day on which Units are issued, converted or cancelled.

Any reference to «USD» in the Prospectus refers to the lawful currency of the United States of America. Any reference to «EUR» in the Prospectus refers to the lawful currency of the European Economic and Monetary Union.



## CIGOGNE FUND'S AGENTS

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### **The AIFM**

CIGOGNE MANAGEMENT S.A.  
18, boulevard Royal  
L- 2449 Luxembourg

### **Board of Directors of the AIFM**

- Pascale CHEYNET  
GROUPE LA FRANÇAISE  
128 Boulevard Raspail  
75006 Paris  
France  
**Chairman**
- Olivier CHAIX de LAVARENE  
CRÉDIT MUTUEL GESTION  
60 rue de la Victoire  
75009 Paris  
France  
**Director**
- Clélia Marie CHASTAN  
BANQUE TRANSATLANTIQUE  
7 Boulevard Joseph II  
L-1450 Luxembourg  
Luxembourg  
**Director**
- Jean-Louis LAURENS  
FINANCIÈRE DE MONTMÉJEAN SARL  
412F Route d'Esch  
L-2086 Luxembourg  
Luxembourg  
**Director**

### **Initiator**

Crédit Industriel et Commercial  
6, avenue de Provence  
75009 Paris  
France

### **Executive Committee of the AIFM**

- Joffrey CZURDA  
Chief Executive Officer  
Member of the Executive Committee,  
CIGOGNE MANAGEMENT S.A.  
18, boulevard Royal  
L-2449 Luxembourg
- Guillaume BINNENDIJK  
Chief Risk Officer  
Member of the Executive Committee,  
CIGOGNE MANAGEMENT S.A.  
18, boulevard Royal  
L-2449 Luxembourg

### **Investment Advisor for the AIFM**

Crédit Industriel et Commercial  
6, avenue de Provence

75009 Paris  
France

**Depository, Paying Agent**

Banque de Luxembourg  
Société Anonyme  
14, boulevard Royal  
L – 2449 Luxembourg

**Central Administration, Registrar and Transfer Agent**

UI efa S.A.  
Société Anonyme  
2, rue d'Alsace  
B.P. 1725  
L-1017 Luxembourg

**Auditor to the Fund and the AIFM**

KPMG Luxembourg  
Société Anonyme  
39, Avenue John F. Kennedy  
L-1855 Luxembourg

## GENERAL INFORMATION

### 1. PRELIMINARY INFORMATION

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#### **Restrictions on the subscription and transfer of Units applicable to US investors**

No Sub-Fund has been or will be registered in application of the United States Securities Act of 1933 ("Law of 1933") or of any law on transferable securities of any State or political subdivision of the United States of America or of its territories, possessions or other regions subject to the jurisdiction of the United States of America, such as the Commonwealth of Puerto Rico ("United States"), and the Units of such Sub-Fund can only be offered, purchased or sold in compliance with the provisions of the Law of 1933 and of laws governing transferable securities of said States or others.

Certain restrictions also apply to any subsequent transfer of Units of a Sub-Fund to or on behalf of US persons (US Persons, as defined by Regulation S of the Law of 1933, hereinafter "US Persons"), i.e. to any resident of the United States, any legal entity, corporation or partnership or any other entity created or organized under the laws of the United States (including any asset of such a person created in the United States or organized in accordance with the laws of the United States). The Fund is not and will not be registered under the United States Investment Company Act of 1940, as amended, in the United States.

Unitholders must immediately inform the Fund if they are or become US Persons or if they hold classes of Units for or on behalf of US Persons or else if they hold classes of Units in violation of any laws or regulations or in circumstances that have or could have unfavorable regulatory or fiscal consequences for the Sub-Fund or its Unitholders, or against the best interests of the Fund. If the AIFM Board of Directors discovers that a Unitholder (a) is a US Person or holds Units on behalf of a US Person, (b) holds classes of Units in violation of any laws or regulations or in circumstances that have or could have unfavorable regulatory or fiscal consequences for the Fund or its Unitholders, or going against the best interests of the Fund, the AIFM has the right to execute a forced redemption of the Units concerned, in accordance with the provisions in the Fund Management Regulation.

Before making an investment decision with respect to Units of the Fund, investors should consult their legal, tax and financial advisor, auditor or any other professional advisor.

#### **Conflicts of interests**

A conflict of interest is a situation where a Relevant Person or Main Party has personal interests that influence or may influence the way in which such Relevant Person or Main Party assumes its role and responsibility towards the Fund in a manner which is distinct from the Fund's interest and that is or might be detrimental to the Fund ("Conflict of Interest").

At the level of a Relevant Person or a Main Party, Conflicts of Interest may arise in a variety of situations, including but not limited to the following situations:

Relevant Persons may act as directors, managers, employees, representatives of other entities pursuing the same objective as the Fund.

Main Parties may provide a similar service to entities other than the Fund and pursuing the same objective as the Fund.

More particularly, the Portfolio Manager(s) or the investment advisor(s) may act as portfolio manager or investment advisor for persons or entities other than the Fund.

Relevant Persons or Main Parties may operate proprietary trading including personal transactions.

The Fund has formalized a policy regarding Conflicts of Interest which is available upon request at the registered office of the AIFM.

## 2. INVESTMENT OBJECTIVES AND POLICIES

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### General

The investment objective and policies of each Sub-Fund are described in the Factsheet of the Prospectus. Any change to the investment strategy or investment policy of each Sub-Fund will be subject to prior approval by the AIFM and will be communicated to investors within the time limits and in the manner required by applicable regulations.

The AIF's objective is to offer Unitholders the opportunity to participate in a professionally managed portfolio of securities and/or other assets as defined in the investment policy of the Compartment.

The Fund may borrow funds on a permanent basis, make an extensive use of techniques and instruments and take any measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the Law of February 13, 2007.

*The investments within each Sub-Fund are subject to market fluctuations and to the risks inherent in all investments. There can be no assurance that the Sub-Funds will achieve their investment objectives.*

## 3. INVESTMENT AND RESTRICTIONS

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The Fund will be invested in asset in such a way as to ensure a spread of investment risks in accordance with provisions of the Circular CSSF 07/309.

### ➤ Investment instruments

In order to achieve its investment policy, the Fund will invest in financial instruments comprising:

- (i) debt securities listed on a stock exchange or dealt on a regulated market issued by financial or credit institutions or corporate issuers or sovereign states that are OECD members states and/or supranational;
- (ii) equities listed on a stock exchange or dealt on a regulated market and equity-type securities including equity index futures and equity index options;
- (iii) undertaking for collective investment in transferable securities (UCITS) or alternative investment funds (AIF) established in the European Union;
- (iv) exchange-traded funds (ETF);
- (v) cash and cash equivalents;
- (vi) currencies, including currency forwards and futures; and
- (vii) the Sub-Fund can use listed and over the counter derivatives (comprising, but not limited to futures, options, swap) and can enter into securities lending/borrowing, repurchase and reverse repurchase transactions.

### ➤ Investment restrictions

The Fund is permitted to invest up to a maximum of 30% of its assets in securities of a single type issued by the same issuer.

This restriction is not applicable to:

- Investments in securities issued or guaranteed by an OECD Member State or its regional public authorities or by EU, regional or global supranational institutions and bodies;

- Investments in target undertakings for collective investments that are subject to risk-spreading requirements at least comparable to those applicable to specialised investment funds subject to the Law of 13 February 2007. For the purposes of the application of this restriction, each Sub-Fund of a target undertakings for collective investments with multiple Sub-Fund is considered as a separate issuer, provided that the principle of segregation of the liabilities of different Sub-Funds with regard to third parties is guaranteed.

Short sales may not in principle result in the Fund holding a short position in securities of the same type issued by the same issuer representing more than 30% of its assets.

The Fund may use derivative instruments dealt on a regulated market and/or financial derivative instruments dealt in over-the-counter ('OTC derivative'), provided that:

- a) the counterparties to OTC derivative transactions are first ranking professional institutions subject to prudential supervision, and belonging to the categories approved by the Luxembourg Supervisory Authority and;
- b) the OTC derivatives are subject to reliable and verifiable valuation on a frequency at least equal to the frequency of the calculation of the net asset value of the Units of the Fund and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Fund initiative, and;
- c) the net exposure to a counterparty in an OTC derivative transaction does not exceed 30% of the Fund's net assets;
- d) derivative instruments and/or OTC derivative transactions are concluded on the basis of market standard international documentation (like ISDA Agreement with its Credit Support Annexes and adequate standard transaction confirmations, or any other market standard documentation as required).

The Fund may enter into securities lending or borrowing transactions provided that:

- a) The Fund may only lend and/or borrow securities through a standardized system organized by a recognized clearing institution or through a first class financial institution specializing in this type of transactions and acting as its counterparty.
- b) As intrinsic part of the lending transaction, the Fund will simultaneously receive full legal title to securities (being Government securities or any other by the parties agreed securities with a market liquidity level comparable to the securities lent) or cash transferred as collateral under a master securities lending agreement such as OSLA, GMSLA, EMA or any internationally recognised master agreement, for an amount equivalent to the securities lent (subject to standard over-collateralization), and this whether the lending transaction be made with a counterparty referred to above, or through Clearstream Banking or Euroclear or through any other recognized clearing institution. Such collateral, which guaranties totally the market value of the securities lent, will be marked to market daily, and its adequacy to the marked to market value of the securities temporarily lent will be achieved by way of margin calls.

The Fund may enter into repurchase and reverse repurchase ('Repo') transactions, on the basis of standard PSA-ISMA, TBMA-ISMA or any internationally recognised master agreement, provided that:

- a) the Fund may only buy and/or sell securities using a 'repo' transaction through a standardized system organized by a recognized clearing institution or through a first class financial institution specializing in this type of transactions and acting as its counterparty;
- b) during the life of a 'repo' contract of purchase, the Fund may not sell the securities which are the object of the contract, unless the Fund holds adequate coverage;
- c) where the Fund is exposed to redemption of its own Units, it must take care to ensure that the level of its exposure to 'repo' transactions is such that it is able, at all times, to meet its redemption obligations.

Any of the ISDA, GMSLA, TBMA-ISMA or other internationally recognised Agreement to be concluded by the Fund for the purpose of its activities will be negotiated by and agreed with the

Investment Manager and copies of executed agreements will be held by the Investment Manager.

### ➡ **Securities Financing Transactions Regulation (SFTR)**

The Fund is subject to the provisions of the SFTR, which sets out certain disclosure requirements regarding the use of Securities Financing Transactions and Total Return Swaps.

If and to the extent specified in its Factsheet, each Sub-Fund may use Securities Financing Transactions, which include the following types of transactions:

- a) securities or commodities lending or securities or commodities borrowing: a transaction by which a counterparty transfers securities or commodities subject to a commitment that the borrower will return equivalent securities or commodities on a future date or when requested to do so by the transferor, that transaction being considered as securities or commodities lending for the counterparty transferring the securities or commodities and being considered as securities or commodities borrowing for the counterparty to which they are transferred;
- b) repurchase transaction: a transaction governed by an agreement by which a counterparty transfers securities, commodities, or guaranteed rights relating to title to securities or commodities where that guarantee is issued by a recognized exchange which holds the rights to the securities or commodities and the agreement does not allow a counterparty to transfer or pledge a particular security or commodity to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities or commodities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities or commodities and a reverse repurchase agreement for the counterparty buying them;
- c) buy-sell back transaction or sell-buy back transaction: a transaction by which a counterparty buys or sells securities, commodities, or guaranteed rights relating to title to securities or commodities, agreeing, respectively, to sell or to buy back securities, commodities or such guaranteed rights of the same description at a specified price on a future date, that transaction being a buy-sell back transaction for the counterparty buying the securities, commodities or guaranteed rights, and a sell-buy back transaction for the counterparty selling them, such buy-sell back transaction or sell-buy back transaction not being governed by a repurchase agreement or by a reverse-repurchase agreement within the meaning of point b) above;
- d) margin lending transaction: a transaction in which a counterparty extends credit in connection with the purchase, sale, carrying or trading of securities, but not including other loans that are secured by collateral in the form of securities.

If and to the extent specified in its Factsheet, each Sub-Fund may also use Total Return Swaps.

Where applicable, the relevant Factsheet for a Sub-Fund will disclose which types of Securities Financing Transactions and Total Return Swaps the Sub-Fund may use, the rationale for their use, the types of assets that can be subject to them, the maximum and expected proportion of assets that can be subject to them, and whether there are any restrictions on the reuse of collateral received by the Sub-Fund. In addition, investors should note the following information which applies to all Sub-Funds using Securities Financing Transactions or Total Return Swaps, unless otherwise specified in the Factsheet.

The AIFM will select counterparties to Securities Financing Transactions and Total Return Swaps among reputable financial institutions, based on an internal credit assessment process conducted by credit specialists and regularly updated, in order to mitigate the default risk attached to such transactions. The identity of counterparties will be disclosed in the annual report.

The types of acceptable collateral received by the Fund in respect of Securities Financing Transactions and Total Return Swaps include: cash, short term certificates, money market instruments, bonds issued or guaranteed by a member state of the OECD or by supranational institutions and undertakings, and bonds or equities issued or guaranteed by issuers offering a high credit quality and adequate liquidity.

Collateral received will be valued on at least a daily basis using available market prices and taking into account appropriate haircuts for each asset class. The Fund does not always require collateral of 100% of the exposure to the counterparty but instead will require collateral where the exposure to the counterparty has reached a minimum threshold level. That minimum threshold level will be determined by AIFM on a counterparty by counterparty basis and will depend on many factors including applicable legal requirements and the credit quality of the counterparty. Daily variation margins will be used if and to the extent required by regulation or otherwise agreed with the counterparty or broker.

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

Direct and indirect operational costs and fees incurred in the use of Securities Financing Transactions may be deducted from the revenue delivered to the Fund from the use of such techniques. These costs and fees shall be charged at normal commercial rates and shall not include hidden revenue.

The AIFM does not receive reimbursements for costs or fees for techniques of this type.

All of the revenues arising from Total Return Swaps, net of direct and indirect financing costs, will be retained by the Fund.

For purposes of the investments limits listed in this Chapter, all percentage limitations apply immediately upon purchase or the initial investment, and any subsequent change in any applicable percentage, resulting from market fluctuations, or reasons beyond the control of the Fund, or disinvestments to meet redemption requests, does not require immediate elimination of any investment from the Fund's portfolio. However, the Fund shall adopt as objective for its transactions the remedying of that situation, taking due account of the interests of its Unitholders.

## ➤ Risk Management

Risk, while being a part of all investment products, is, to a certain extent, manageable for all investments, including leveraged asset funds. There is a relationship between the return on an asset and the risk of that asset in efficient markets. In order to realize a return in excess of the "risk-free" rate of return, an investor must bear a higher level of risk. The risk in leveraged products is naturally higher than the risk in unleveraged products.

The AIFM focuses on two primary areas of risk-control: proper asset allocation techniques and a sophisticated risk management philosophy. Asset allocation requires broad knowledge of the industry, its strengths and weaknesses, as well as specific allocation techniques. Risk management begins with establishing an internal trading policy for the investment that sets out specific expectations and parameters.

The AIFM will continuously monitor the risk parameters and expected volatility of the individual positions and the Sub-Fund's aggregate portfolio in an effort to maximize risk-adjusted appreciation. The emphasis in the AIFM's trading will be on seeking to identify opportunities that the AIFM analyses as having superior risk/reward parameters. Additionally, the Sub-Fund's overall portfolio will be periodically optimized in an effort to ensure that the inclusion over time of numerous investments which, considered individually, have attractive risk-adjusted expected returns, has not resulted in an over-concentration of the portfolio in any particular country, industry, instrument, strategy or market.

The AIFM will seek to control portfolio risks through selective and dynamic sizing of positions based on a regular evaluation of each investment's risk and reward characteristics and through the anticipation of the maximum risk associated with each investment. Continuous mark-to-market portfolio monitoring will help the AIFM to monitor the investments. Additionally, the AIFM may identify and hedge systemic portfolio risk, as well as individual position specific risk.

In an effort to enhance the Sub-Fund's risk/reward profile, the AIFM will typically attempt to hedge the risk exposures that are not expected to contribute to incremental performance. Hedging these risks is intended to increase the proportion of the Sub-Fund's return attributable to perceived high value-added risk exposures.

The AIFM will not attempt to hedge all market or other risks inherent in the Sub-Fund's positions. Specifically, the AIFM may choose not to hedge, or may deem it to be economically unattractive to hedge, certain risks including, without limitation, risks related to changes in interest rates, exchange rates, equity prices, volatility, credit spreads and liquidity as well as buy-in risk on short positions, either in respect of particular positions or in respect of the Fund's overall portfolio. There can be no assurance that the AIFM's risk management techniques and strategies will be successful at all times and in all market conditions.

The Sub-Fund's investment program is speculative and entails substantial risks. There can be no assurance that the investment objectives of the Sub-Fund will be achieved. (See "Risk Factors").

#### **➤ Margin Arrangements and Counterparties**

All transactions in listed futures, options or cleared transactions will be subject to variation margin payments which will limit market risk exposure to the initial margin plus a variation margin. There shall be no counterparty risk, since the clearing house relating to the exchange where such instruments are listed shall stand as central counterparty.

In addition, the Sub-Fund will enter into OTC derivative transactions only with first ranking professional participants in the OTC derivative markets considered creditworthy by the AIFM ("Trading Counterparties").

OTC derivative transactions will be entered into on the basis of market standard international legal documentation (like ISDA Master Agreements and adequate standard transaction confirmations, or any other market standard documentation as required). OTC derivatives transactions shall be collateralised by use of international legal documentation such as ISDA Credit Support Annexes. All such legal documentation is aimed at minimizing counterparty risk, through usage of periodic margin calls and contractually organised close-out netting and set-off in the event of a counterparty's default. Any variation to the standard documentation will be negotiated by and agreed with the AIFM and copies of executed agreements will be held by the Depositary for safe-keeping.

Moreover, repurchase and reverse repurchase transactions, as well as stock lending or borrowing transactions, will be entered into on the basis of standard GMSLA, GMRA or any internationally recognised master agreement. All such legal documentation is aimed at minimizing counterparty risk, through usage of periodic margin calls and contractually organised close-out netting and set-off in the event of a counterparty's default. Any variation to the standard documentation will be negotiated by and agreed with the AIFM and copies of executed agreements will be held by the Depositary for safe-keeping.

#### **➤ Money Laundering and Terrorism Financing risks (ML/FT risks)**

The AIFM acting on behalf of the Fund applies a Risk-Based Approach (RBA) to the monitoring and review of its investments. Under this approach, the AIFM ensure that all investments are consistent with the Fund's ML/FT risks profile and that appropriate checks are conducted to identify, assess and mitigate any ML/FT or sanctions-related risks.

## **4. GENERAL RISK FACTORS**

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The present section intends to inform investors of certain risks associated with investments in Units of the AIF. Investors are informed that the risks listed hereunder may not be exhaustive and investors may be exposed to additional risks not described therein. Moreover, investors holding



Units of a Sub-Fund may be exposed to certain risks whereas it may be exposed to other risks whilst investing in another Sub-Fund. Investors should consult their financial or other professional adviser for further information in this area.

### **General remarks on risks**

An investment in Units of the SIF is exposed to risks. These risks may include, or be linked to, equity and bond risks, exchange rate risk, interest rate risk, credit risk and volatility risk, as well as political risks. Each of these types of risks may also occur in conjunction with other risks. Some of these risk factors are described briefly below. Potential investors must have experience of investing in instruments used in the context of the investment policy concerned. Investors must, moreover, be fully aware of the risks involved in investing in units and ensure that they consult their legal, tax and financial adviser, auditor or other adviser in order to obtain complete information on (i) the appropriate nature of an investment in units, depending on their personal financial and fiscal situation and on their particular circumstances, (ii) the information contained in the offering document and (iii) the investment policy of the Sub-Funds as described in the Factsheets, before taking any investment decision.

Other than the potential for capital gains that it provides, it is important to note that an investment in the AIF also involves the risk of capital losses. The AIF's units are instruments the value of which is determined by fluctuations in the prices of the securities or other financial assets owned by the AIF. The value of the units can therefore increase or decrease when compared to their initial value.

There is no guarantee that the investment policy objectives of the AIF will be achieved.

### **Market risk**

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

### **Interest rate**

Investors must be aware that an investment in the AIF's units may be exposed to interest rate risks. These risks occur when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the AIF.

### **Currency risk**

The value of investments may be affected by a variation in exchange rates in the classes of Units where investments are possible in a currency other than the Fund or class of Unit reference currency.

### **Credit risk**

Investors must be fully aware that such an investment may involve credit risks. Bonds or debt instruments involve an issuer-related credit risk, which can be calculated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that are at a higher credit risk, with a probability of the issuer defaulting, than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bonds or debt instruments (which may fall to zero) may be affected.

### **Risk of default**

In parallel to the general trends prevailing on the financial markets, the particular changes in the circumstances of each issuer may have an effect on the price of an investment. Even a careful selection of securities or other financial assets cannot exclude the risk of losses generated by the depreciation of the issuers' assets.

### **Non-investment grade debt securities risk**

Investing in below investment grade and non-rated securities involves special risks. Non-investment grade securities may be regarded as predominantly speculative with respect to the issuer's continuing ability to meet principal and interest payments. Analysis of the creditworthiness of issuers of non-investment grade debt securities may be more complex than for issuers of higher quality debt securities. Non-investment grade debt securities are generally unsecured and may be subordinated to certain other outstanding obligations of the issuer, which may be secured on substantially all of the issuer's assets. Non-investment grade debt securities may be more susceptible to real or perceived adverse economic and competitive industry conditions than higher grade securities. The prices of non-investment grade debt securities have been found to be less sensitive to interest rate changes than more highly rated investments, but more sensitive to adverse economic downturns or individual corporate developments. If the issuer of non-investment grade debt securities defaults, this may create additional expenses to seek recovery. The secondary markets on which non-investment grade debt securities are traded may be less liquid than the market for higher grade securities. Less liquidity in the secondary trading markets could adversely affect and cause large fluctuation in the net asset value of the units. Adverse publicity and investor perceptions, whether or not based on fundamental analysis, may decrease the values and liquidity of non-investment grade debt securities, especially in a thinly traded market.

### **Risk linked to ABS/MBS**

Some Sub-Funds may have exposure to a wide range of asset-backed and mortgage-backed securities "ABS/MBS" (including but not limited to asset pools in credit card loans, auto loans, residential and commercial mortgage loans, collateralised mortgage obligations and collateralised debt obligations), agency mortgage pass-through securities and covered bonds. The obligations associated with these securities may be subject to greater credit, liquidity and interest rate risk compared to other debt securities such as government issued bonds. ABS and MBS are securities that entitle the holders to receive payments that are primarily dependent upon the cash flow arising from a specified pool of financial assets such as residential or commercial mortgages, motor vehicle loans or credit card loans. ABS and MBS are often exposed to extension and prepayment risks that may have a substantial impact on the timing and size of the cash flows paid by the securities and may negatively impact the returns of the securities. The average life of each individual security may be affected by a large number of factors such as the existence and frequency of exercise of any optional redemption and mandatory prepayment, the prevailing level of interest rates, the actual default rate of the underlying assets, the timing of recoveries and the level of rotation in the underlying assets. In addition, investments in MBS / ABS may be less liquid than other bonds.

### **Liquidity risk**

Liquidity risks arise when a particular instrument is difficult to sell. Some securities or other financial assets that the AIF may invest in, may be difficult to sell within the desired timescale, during certain periods or in specific stock market segments. Finally, there is a risk that stock market securities traded in a narrow market segment are subject to high price volatility.

### **Counterparty risk**

When OTC contracts are entered into, the AIF may find itself exposed to risks arising from the creditworthiness of its counterparties and from their capacity to respect the conditions of these contracts. The AIF may thus enter into futures, option and exchange rate contracts, or again use other derivative techniques, each of which involves a risk for the AIF of the counterparty failing to respect its commitments under the terms of each contract.

### **Risk arising from investments in emerging markets**

Payment suspensions and default in developing countries are due to various factors, such as political instability, bad financial management, a lack of currency reserves, capital leaving the

country, internal conflicts or the lack of the political will to continue servicing the previously contracted debt.

The ability of issuers in the private sector to face their obligations may also be affected by these same factors. Furthermore, these issuers suffer the effect of decrees, laws and regulations introduced by the government authorities. These may be the modification of exchange controls and amendments to the legal and regulatory system, expropriations and nationalisations and the introduction of, or increase in, taxes, such as deduction at source.

Uncertainty due to an unclear legal environment or to the inability to establish firm ownership rights constitute other decisive factors. Investments in emerging markets may be subject to increased risk as regards the custody of securities or instruments as local institutions that held the securities or instruments under custody do not necessarily have adequate insurance to cover risk of loss arising from theft, destruction or disappearance of the securities or instruments held in custody. Added to this are the lack of reliable sources of information in these countries, the non-compliance of accounting methods with international standards and the lack of financial or commercial controls.

### **Risks arising from the use of derivatives**

Financial derivative instruments are available under the investment policy described in the Factsheets. These instruments may be used not only for hedging purposes or efficient management portfolio, but also as an integral part of the investment strategy. The ability to use these instruments may be limited by market conditions and regulatory limits. Participation in financial derivative instruments transactions involves investment risks and transaction costs to which the Sub-Fund would not be subject if the Sub-Fund did not use these instruments. Risks inherent in the use of options, foreign currency, swaps and future contracts and options on future contracts include, but are not limited to (a) dependence on the relevant Portfolio Manager to predict correctly movements in the direction of interest rates, securities prices and currency markets; (b) imperfect correlation between the price of options and futures contracts and option thereon and movements in the prices of the securities or currencies being hedged; (c) the fact that skills needed to use these instruments are different from those needed to select portfolio securities; (d) the possible absence of a liquid secondary market for any particular instrument at any time; and (e) the possible inability of a the Sub-Fund to purchase or sell a portfolio security at a time that otherwise would be favourable for it to do so, or the possible need for the Sub-Fund to sell a portfolio security at a disadvantageous time. When the Sub-Fund enters into swap transactions, it is exposed to a potential counterparty risk. The use of financial derivative instruments implies additional risks due to the leverage thus created. Leverage occurs when a modest capital sum is invested in the purchase of derivatives in comparison with the cost of direct acquisition of the underlying assets. The higher the leverage effect, the greater the variation in the price of the derivative in the event of fluctuation in the price of the underlying asset (in comparison with the subscription price calculated in the conditions of the derivative). The potential and the risks of derivatives thus increase in parallel with the increase of the leverage effect. Finally, there can be no assurance that the objective sought to be attained from the use of these financial derivative instruments will be achieved.

### **Leverage**

Some target funds, companies or special purpose vehicles the Sub-Fund may invest in, may use leverage. The investors should be aware that the resulting risk is naturally higher than the risk resulting from investments in unleveraged products. Leverage will amplify both positive and negative returns. A leveraged investment will also be subjected to interest rate and currency volatility.

In addition, the Sub-Funds may use leverage in order to finance their investments. The investors should be aware that the use of leverage by the Sub-Funds will add to the leverage used by the investments and thus create additional risk. Interest rate and currency risks may increase the volatility of the Sub-Funds and may positively or negatively impact the returns.

### **Investment in funds**

Some target funds in which the Sub-Fund may invest may not be subject to a supervision performed by a supervisory authority set up by law, which ensure a protection of the investor

equivalent to the supervision level offered by funds domiciled in the European Union ("Equivalent Supervision"). The risks inherent in investing in target funds non subject to Equivalent Supervision are significant and differ in kind and degree from the risks presented by investing in target funds subject to Equivalent Supervision.

These target funds may be incorporated in jurisdictions where the rules concerning the organization of collective investment vehicle are dissimilar to those existing within Luxembourg, and more generally the European Union. Certain target funds may not have to entrust their assets to a depositary bank, nor be subject to the same administrative and auditing standards as those applicable under Luxembourg laws.

### **Valuation Risk**

Some of the target funds the Sub-Fund may invest in, may be valued by fund administrators affiliated to fund managers, or by the fund managers themselves, resulting in valuations which are not verified by an independent third party on a regular or timely basis. Accordingly, there is a risk that the valuations of the Sub-Fund may not reflect the true value of such target funds holdings at a specific valuation point, which could result in significant losses or inaccurate pricing for the Sub-Fund.

### **Volatility**

The investors should be aware that the markets the target funds are investing in, may have a more speculative and volatile character in the respect of the investment policy than certain traditional markets.

Investors should remember that the price of Units and any income from them may fall as well as rise and that Unitholders may not get back the full amount invested. Past performance is not necessarily a guide to future performance and Units should be regarded as a medium to long-term investment.

## **5. THE UNITS**

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The subscription price per Unit is based on the Net Asset Value per Unit of the relevant Sub-Fund, plus a sales charge as described in the Factsheet of the Prospectus. The net proceeds from subscriptions are invested in the specific pool of assets constituting the relevant Sub-Fund. The Board of Directors of the AIFM maintains for each Sub-Fund a separate pool of assets. The Units of each Sub-Fund represent an interest in the same portfolio of investments. For the purposes of relations with creditors, each Sub-Fund is treated as a single entity. Pursuant to article 71 of the law of February 13, 2007, a multiple compartment investment fund constitutes a single legal entity and notwithstanding the article 2093 of the Luxembourg Civil code, the assets of one Sub-Fund are only responsible for all debts, engagements and obligations attributable to this Sub-Fund. In this regard, if the AIFM incurs a liability, which relates to a particular Sub-Fund, the creditor's recourse with respect to such liability shall be limited solely to the assets of the relevant Sub-Fund. For the purposes of relations with the Unitholders, each Class is treated as a single entity. Therefore, the Net Asset Value of its Units fluctuates according to the net assets to which they relate.

Units in any Sub-Fund shall be issued in registered form only, with up to 4 decimals. The inscription of the Unitholder's name in the register of Units evidences his or her right of ownership of such registered Units.

Holder of registered Units shall receive a written confirmation of his or her Unitholding.

Each Sub-Fund is authorized to issue Units in several classes, differing with respect to but not limited to (i) structuration policies, (ii) sales and redemption charge schedules, (iii) management and advisory fee structures, (iv) Unitholder services or other fees, (v) the currency or currency unit in which the class may be quoted and based on the rate of exchange between such currency or currency unit and the reference currency of the relevant Sub-Fund and/or (vi) the use of different

hedging techniques in order to protect in the reference currency of the relevant Sub-Fund the assets and returns quoted in the currency unit of the relevant Class of Units against long-term movement of their currency unit, (vii) such other features as may be determined by the AIFM from time to time in compliance with applicable law. The class or classes issues shall be specified in the Sub-Fund Particulars.

Units must be fully paid-up; they are of no par value and carry no preferential or preemptive rights. They will participate in the same proportion in the liquidation proceeds and, if any, the distribution proceeds of the relevant Class.

### **Management Regulations**

By acquiring Units in the Fund, every Unitholder approves and fully accepts that the AIFM shall govern the relationship between the Unitholders, the AIFM and the Depositary.

Subject to the approval of the Depositary, the Management Regulations may be amended by the AIFM in whole or in part, in which case Unitholders will be informed by mail.

Amendments will become effective on the day of their publication in the Mémorial.

### **Restrictions On Issue And Transfer Of Units**

The AIFM shall comply, with respect to the issuing of Units, with the laws and regulations of the countries of residency of the investors who may subscribe to these Units. Units of the Fund will not be offered or sold to citizens or residents of another country where their offer or sale would constitute a violation of current laws and regulations. In accordance with all applicable selling restrictions in the jurisdiction where the Units may be sold, the AIFM may, at any time, at its discretion, discontinue, cease definitely or limit the issue of Units to corporate bodies resident or established in certain countries or territories. The AIFM may also prohibit certain corporate bodies from acquiring Units, if, inter alia, the prospective investor does not meet the suitability standards set forth in this Prospectus, or if such a measure is necessary for the protection of the Unitholders as a whole and the Fund.

The AIFM may, at its discretion, restrict or prevent the ownership of Units in the Fund by any corporate person, if such holding in its view is detrimental to the Fund, if it may result in a breach of any law or regulation, whether Luxembourg or foreign, or if as a result thereof the Fund may become subject to tax laws other than those of the Grand Duchy of Luxembourg.

The Fund has been organized under the Luxembourg Law of February 13, 2007.

The sale of Units in the Funds is restricted to Well Informed Investors as defined within the article 2 of the Law of February 13, 2007. However, the Units may be marketed to professional investors in other member states of the European Union in accordance with the Law of 12 July 2013.

For the avoid of doubt, Well Informed Investors shall mean an institutional investor, a professional investor, or any other investor who, answer to the following conditions:

- (i) who has stated in writing that her/his/its adheres to the status of well-informed investor and
- (ii) who (a) invest a minimum of EUR 100,000 in the specialized investment fund, or (b) provide assessment made by a credit institution within the meaning of Directive 2006/48/EC, by an investment company within the meaning of Directive 2006/39/EC or by an asset management company within the meaning of Directive 2001/107/EC certifying his expertise, experience and knowledge in adequately appraising an investment in a specialized investment fund. The here above conditions do not apply to managers or any other persons intervening in the management of a specialized fund.

The AIFM will not issue Units to companies or persons or companies who may not be considered Well Informed Investors. Further, the AIFM will not give effect to any transfer of Units which would result in a non Well Informed Investors becoming a Unitholder in the Fund. Each Well Informed Investors must make a minimal initial investment in the Fund, equal to the minimum of EUR 100.000 or the minimum investment requirement for each Sub-Fund, as provided under the Factsheet of

this Prospectus. With the consent of the AIFM, additional investments in the Fund by existing investors may be accepted and new investors may invest in the fund, on Subscription Day (as defined here below), provided that each subsequent investment must be at least equal to the minimum of EUR 1.000 or the subsequent investment requirement for each Sub-Fund, as provided under the Factsheet of this Prospectus, unless the AIFM exercises its discretion to waive or reduce these minimum requirements.

Units may be transferred only if the proposed transferee of the Units obtains the prior written approval of the AIFM which approval will only be withheld in circumstances described below. Each proposed transferee has been and will be required to represent that it understands and agrees that the Units may not be sold or otherwise transferred to a transferee other than an Well Informed Investors, in such a manner as would result in any adverse tax or legal or regulatory consequences to the Fund or its Unitholders.

The Units of the Fund are freely transferable, except in circumstances where, in the AIFM's opinion, there may be taxation, fiscal, legal, pecuniary or material disadvantages to the Funds or its Unitholders as a result of the proposed transfer. No proposed transfer will be recognized until the documents relating to it have been approved by the AIFM. The AIFM need not approve any transfer that is not or may not be consistent with any representation or warranty that the transferor of the Units may have given to the AIFM.

Investors interested in investing in the Fund are required to complete and return to the AIFM a Subscription Agreement for the Fund, a copy of which will be made available to each prospective investor. Each investor will be required to represent in the Subscription Agreement that it is an Well Informed Investors as defined in the law of its jurisdiction of registration, and that the Units to be acquired are for investment purposes only and not with a view to resale or distribution, as well as other customary representations.

For the avoidance of doubt, affiliates of the AIFM who comply exclusively with the Qualified Investors requirements as set forth in section L. 411-2 of the French Code Monétaire et Financier as modified from time to time, together with section 1 of the French Décret n° 98-880 dated October 1<sup>st</sup>, 1998 as modified from time to time, i.e. affiliates of the AIFM investing in Units for their own account, may be permitted to purchase Units of the Fund.

The AIFM may:

- (a) reject at its discretion any application for purchase of Units;
- (b) repurchase, in accordance with the provisions of the Management Regulations, the Units held by Unitholders who are excluded from purchasing or holding Units.

More specifically no Units shall be issued to or transferred and registered in favour of any corporation, partnership, trust or other entity organised or existing in or under the laws of the Unites States of America or any State thereof.

Investors shall invest in Units for their own account.

### **Market Timing / Late Trading**

In accordance with applicable legal and regulatory provisions, the AIFM does not authorize practices associated with Market Timing and Late Trading. The AIFM reserves the right to reject any subscription, redemption and conversion order from an investor that the AIFM suspects to be using such practices and to take, where appropriate, the whatever steps are necessary to protect the other investors of the Fund. Subscriptions, redemptions and conversions are executed at an unknown net asset value.

The AIFM will ensure that the relevant cut-off time for requests for subscription, redemption and conversion are strictly complied with. In the event of recourse to Distributors, the AIFM will ensure that the relevant cut-off time is duly complied with by the Distributors.

In addition, the AIFM is also authorized to take any further measures deemed appropriate to prevent the above mentioned practice, without prejudice however to the provisions under Luxembourg law.

## **Issue and Sale of Units**

Units will be issued during an initial offering period until the Initial Closing Date at an initial Issue Price as more fully described in the Factsheet of this Prospectus with respect to each Sub-Fund. After the Initial Closing Date, Units will be issued as of any Subscription Day for dealing with issues of Units ("Subscription Day"), determined for such Sub-Fund, defined as the first business day following the relevant Valuation Day. Units are issued on any respective Subscription Day of each Sub-Fund, at a price based on the applicable Net Asset Value of the relevant corresponding Subscription Day.

The Net Asset Value is calculated separately for each Sub-Fund pursuant to procedures adopted by the AIFM under the Management Regulations and the Prospectus.

The Net Asset Value per Unit with respect to each Sub-Fund is determined on the Valuation Day prescribed in the Factsheet of this Prospectus with respect to each Sub-Fund on the basis of the value of the underlying investments for the relevant Sub-Fund and made available to investors at the registered office of the Fund. Unless otherwise specified, the Net Asset Value per Unit is determined taking into account the prices or values of the Sub-Fund assets and liabilities as of the close of business Luxembourg and Paris time on each Valuation Day.

## **Minimum Investment Requirements**

The minimum initial and subsequent investment requirements with respect to each Sub-Fund, if any, are provided under the Factsheet of this Prospectus and may be waived or reduced by the AIFM.

## **General**

Application for Units shall be made to the Fund in Luxembourg, care of UI efa S.A.

The applicable Subscription Price is based on the Net Asset Value per Unit on the relevant Valuation Day provided the order is received by the Fund by the deadline provided for in the Factsheet to the Prospectus. Applications received after such time shall be dealt with on the next Valuation Day, unless the AIFM accepts shorter notice while preserving equity amongst the Unitholders. Investors may be required to complete a purchase application for Units or other documentation satisfactory to the AIFM.

Payment for Units will be required to be made in the currency of the relevant Class within the time period as specified in the Factsheet of the Prospectus after acceptance of a purchase order by the AIFM in accordance with procedures approved by the AIFM.

The AIFM may agree to issue Units as consideration for a contribution in kind of securities, in compliance with the conditions set forth by the AIFM, in particular the obligation to deliver a valuation report from the Auditor of the Fund ("réviseur d'entreprises agréé") which shall be available for inspection, and provided that such securities comply with the investment objectives and policies of the relevant Sub-Fund described in the Factsheet of the Prospectus. Any costs incurred in connection with a contribution in kind of securities shall be borne by the relevant Unitholders.

Fractions of registered Units will be issued to one ten thousandth Unit. Such fractional Units shall be entitled to participate in the Net Assets attributable to the relevant Sub-Fund.

The AIFM reserves the right to reject any application in whole or in part or to suspend at any time and without prior notice the issue of Units in one, several or all the Sub-Funds.

No Units of any Sub-Fund will be issued during any period when the calculation of the Net Asset Value per Unit in such Sub-Fund is suspended by the AIFM (see "Temporary Suspension of the Calculation of the Net Asset Value", in Chapter 11 below).

For the purpose of determining the gain and loss for tax purpose, the AIFM may authorize, at the end of fiscal period applicable to the investor, a Unitholder's simultaneous redemption and subscription of the same number of Units on the same Valuation Day which may be recorded by

the Fund as a transaction with no cash transfer to or from the investor.

### **Conversion of Units**

Subject to what is otherwise provided in the relevant Sub-Fund Particulars in the Factsheet of the Prospectus, each Unitholder of a Sub-Fund may request to convert all or part of the Units held by such Unitholder in any Sub-Fund on any Conversion Day for dealing with conversion of Units ("Conversion Day"), determined for such Sub-Fund, defined as the first business days following the relevant Valuation Day.

Units, which have been converted into other Units, shall be cancelled.

Unitholders are entitled to convert their investments from one Unit class to another Unit class within the same Sub-Fund, without any commission.

In respect of the provisions laid out in the Sub-Fund Particulars in the Factsheet of the Prospectus, Unitholders are entitled to convert their investments from one Unit class to the same or another Unit class of another Sub-Fund.

A conversion fee of maximum 2% of the Net Asset Value may be charged in favor of the AIFM and/or the Administrative Agent and/or the disinvested Sub-Fund, as described in the Sub-Fund Particulars in the Factsheet of the Prospectus.

Requests for Unit conversions shall be made to the Fund in Luxembourg, care of the UI efa S.A. .

Conversion requests should contain the following information (if applicable): the identity, address and account number of the Unitholder(s) requesting the conversion, the Unit(s) class and number of Units to be converted, the relevant Sub-Fund(s) and the Unit(s) class to which the Unitholder(s) is/are to be transferred.

Unitholders must send an irrevocable letter asking for the conversion of their Units and stating the payment instructions for the payment of the balance of the conversion transaction, where appropriate.

Fractions of Units resulting from the conversion are attributed to the Unitholders. Conversions will be carried out on the basis of the Net Asset Value determined on the relevant Valuation Day (as described in the relevant Sub-Fund Particulars), taking account as appropriate of the exchange rate in force between the currencies of the two relevant Sub-Funds on the Valuation Day.

The conversion will be effected at the Subscription and Redemption Prices of Units in the relevant Sub-Funds in accordance with the formula below:

$$A = (B \times C) \div E$$

where:

A : the number of Units of the new class to be allotted;

B : the number of Units of the original class to be converted;

C : the Net Asset Value per Unit of the original class less the conversion fee; and

E : the Net Asset Value per Unit for the new class.

Conversions are not possible if the Net Asset Value calculation for at least one of the relevant Sub-Funds is suspended by the Fund (See "Temporary Suspension of the Calculation of the Net Asset Value", in Chapter 11 below).

Further, if on any given date conversion requests relate to more than 10% of the outstanding Units of a specific Sub-Fund, the AIFM may, at its sole discretion, decide that part or all of such requests for conversion will be deferred for a period that the AIFM considers to be in the best interest of the Sub-Fund. On the next Valuation Day following such period, these conversion requests will be met in priority to later requests.



## **Redemption of Units**

Subject to what is otherwise provided in the relevant Sub-Fund Particulars in the Factsheet of the Prospectus, each Unitholder of a Sub-Fund may request the Sub-Fund to redeem all or any of the Units held by such Unitholder in any Sub-Fund on any Redemption Day for dealing with redemption of Units ("Redemption Day"), determined for such Sub-Fund, defined as the first business day following the relevant Valuation Day.

Requests for Unit redemptions shall be made to the Fund in Luxembourg, care of the UI efa S.A.. Redemption requests should contain the following information (if applicable): the identity, address and account number of the Unitholder requesting the redemption, the number of Units to be redeemed, the relevant Sub-Fund.

Units of any class will be redeemed at a price per Unit base upon the relevant Net Asset Value of such class as of the Redemption Day; the redemption will also clear the performance fee corresponding to the Units redeemed (crystallization).

The performance fee accounted with respect to the Units redeemed shall become payable and shall be paid to the AIFM at the time of payment of the redemption proceeds.

The redemption price shall be based on the relevant Net Asset Value as determined by the AIFM and specified in the Sub-Fund Particulars, application of a redemption fee of maximum 2% of the Net asset Value.

The Redemption Price shall be paid not later than on the day or during the time period from the relevant Redemption Day provided for by the relevant Sub-Fund in the Factsheet of the Prospectus.

Payment will be made by bank transfer to the Unitholder account, as indicated by such Unitholder, at such Unitholder's expense and without responsibility on the part of the AIFM.

Any redemption proceeds that have not been claimed within five years of redemption shall be forfeited and shall accrue for the benefit of the relevant Sub-Fund.

The Redemption Price will be paid in the currency of the relevant Class as specified in the Factsheet of the Prospectus.

Units in any Sub-Fund will not be redeemed if the calculation of the Net Asset Value per Unit in such Sub-Fund is suspended by the Fund. (See "Temporary Suspension of the Calculation of the Net Asset Value", in Chapter 11 below). Further, if on any given date redemption requests relate to more than 10% of the outstanding Units of a specific Sub-Fund, the AIFM may, at its discretion, decide that part or all of such requests for redemption will be deferred for a period that the AIFM considers to be in the best interest of the Sub-Fund. On the next Valuation Day following such period, these redemption requests will be met in priority to later requests.

Under special circumstances including, but not limited to, default or delay in payments due to the Sub-Fund from banks or other persons, the AIFM may in turn delay a proportionate part of the payment to persons requesting redemption of Units in the Sub-Fund concerned.

The right to obtain redemption is contingent upon the Sub-Fund having sufficient assets to honour redemptions.

The AIFM may, at its discretion, defer payment of the redemption of Units of a Sub-Fund if raising the funds to pay such a redemption would, in its view, be unduly burdensome to such Sub-Fund. The payment will be deferred until the special circumstances have ceased; redemption could be based on the then- prevailing Net Asset Value per Unit.

## **Fair treatment of Unitholders**

The AIFM undertakes to ensure fair treatment of all unitholders, guaranteeing that the rights,

obligations, and benefits associated with their investments are applied in a non-discriminatory manner, in accordance with applicable regulations.

### **Distribution Policy - Inducements**

The AIFM will provide a specific distribution policy with respect to each Sub-Fund, as more fully described in the Factsheet of the Prospectus.

Subject to the Law of 12 July 2013 and the AIFM Regulation, third parties may be remunerated or compensated in monetary or other form for distribution activities performed in relation to the Sub-Funds on terms the AIFM has agreed with such parties. Such remuneration or compensation, if applicable, is generally expressed as a percentage of the management fee levied on the Sub-Fund calculated on the investor's average holdings in the Sub-Fund's Units. Subject to reference to his transactions, an investor may receive further details of such arrangements by or shared with such parties on request.

### **Various Classes of Units**

The following Units Classes may be offered for subscription:

- Capitalization Units ("O Units"): O Units do not grant the Unitholder the right to receive a dividend. Corresponding revenues will remain within the AIF and be reinvested for the benefit of the holders of O Units. O Units will be expressed in EUR.
- Capitalization Units ("I Units"): I Units do not grant the Unitholder the right to receive a dividend. Corresponding revenues will remain within the AIF and be reinvested for the benefit of the holders of I Units. I Units will be expressed in EUR and differs from O and A Units by a different structure of fees and commissions and minimum subscription amount and notice period for redemption and payment, as specified in the Factsheet of each Sub-Fund.
- Capitalization Units ("A Units"): A Units do not grant the Unitholder the right to receive a dividend. Corresponding revenues will remain within the AIF and be reinvested for the benefit of the holders of A Units. A Units will be expressed in EUR and differs from O and I Units by a different structure of fees and commissions and minimum subscription amount and notice period for redemption and payment, as specified in the Factsheet of each Sub-Fund. A Units are reserved for the subscription of investment funds managed by the AIFM of the AIF.

### **Provisions on the prevention of money-laundering and the financing of terrorism**

In accordance with the international regulations and the laws and regulations applicable in Luxembourg on the fight against money laundering and terrorist financing, professionals in the financial sector are subject to obligations intended to prevent the use of undertakings for collective investment for the purposes of money laundering and terrorist financing. As such, the Fund, the AIFM, the Central Administration and any duly mandated person is required to identify subscribers in application of Luxembourg laws and regulations. The Fund, the AIFM, the Central Administration or any duly mandated person, must require all subscribers to provide any documents and all information that it deems necessary for carrying out this identification.

Where the Units of the Fund are subscribed through an intermediary acting on behalf of underlying customers, the AIFM, the Central Administration and any duly mandated person required to identify subscribers will perform enhanced due diligence measures in accordance with CSSF Regulation n°12-02 as amended by CSSF Regulation n°20-05. Such measures include, as appropriate, the assessment of the intermediary AML/CFT framework, the collect of additional documents, ensuring that the intermediary applies equivalent due diligence standards on underlying customers. These enhanced due diligence measures are not limited to these examples and may include additional steps as deemed necessary by the AIFM to adequately address the risks identified.

In the event of delay or failure to provide the documents or information required, the application for subscription (or, as appropriate, for redemption, conversion or transfer) may be refused by the

Fund, the AIFM or by the Central Administration or by any duly mandated person. Neither the Fund, nor the AIFM or the Central Administration or any other mandated person may be held responsible (1) for refusal to accept an order, (2) for delay in the processing of an order or (3) for the decision to suspend payment in respect of an order accepted when the investor has not provided the requested documents or information or has provided incomplete documents or information. Unitholders may, moreover, be asked to provide additional or updated documents in compliance with the obligations for on-going control and monitoring according to the applicable laws and regulations.

## 6. AIFM

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### **AIFM**

The AIFM qualifies as a management company pursuant to Chapter 15 of the Law of December 17, 2010 on Undertakings for Collective Investment. The AIFM manages the assets of the Fund in compliance with the Management Regulations in its own name, but for the sole benefit of the Unitholders of the Fund and is responsible for the overall investment management and administration of the Fund and for the overall investment objectives and policies of each Sub-Fund.

### **Description of the AIFM functions**

In accordance with Annex I of the Law of 12 July 2013, the AIFM performs investment management activities (i.e. portfolio and/or risk management). In addition, the AIFM performs administrative duties (including in particular valuation and pricing, the maintenance of the Unitholder register and the issue and redemption of units), marketing and other activities related to the assets of the Fund.

The details of the AIFM's rights and duties towards the Fund are governed by the Law of 12 July 2013 and the Management Agreement.

### **Professional liabilities**

The AIFM maintains appropriate coverage for professional liability risks, through adequate professional liability insurance and by holding additional capital, in accordance with the requirements of the AIFM law, in order to ensure protection against potential risks related to its activities.

### **Description of the delegated AIFM functions**

In accordance with the Law of 13 February 2007 as well as the Law of 12 July 2013 and following the approval by the CSSF, the AIFM delegates, under its responsibility, the central administration duties to UI efa S.A..

In addition, the AIFM may delegate, under its responsibility the following aforementioned duties:

- the portfolio management duties to one or more Portfolio Manager(s) named in the relevant Factsheet of the relevant Sub-Fund; and/or
- the distribution of the Fund's units to one or more Distributor(s).

When selecting and appointing a delegate, the AIFM shall exercise all due skill, care and diligence as required by the Law of 12 July 2013 to ensure that it entrusts such functions to counterparties with adequate skills, knowledge and expertise.

### **Description of the risk management function**

The AIFM has established and maintains a permanent risk management function that implements effective risk management policies and procedures in order to identify, measure, manage and monitor on an on-going basis all risks relevant to each Sub-Fund's investment strategy to which each Sub-Fund is or may be exposed.

Furthermore, the risk management process ensures an independent review of the valuation policies and procedures as per Article 70 (3) of AIFM Regulation.

The AIFM applies a comprehensive process based on qualitative and quantitative risk measures to assess the risks of each Sub-Fund, in particular market risks, credit risks, liquidity risks, counterparty risks and operational risks.

The global exposure of the Sub-Fund will be calculated through the commitment methodology taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

According to the commitment methodology, financial derivative instruments are converted into equivalent positions in the underlying asset while taking into consideration any netting and hedging effects. In addition, the commitment methodology considers any other arrangements that are likely to generate incremental exposure to the AIF such as reinvestment of borrowings, repurchase agreements or securities lending.

The AIFM supervises the compliance of these provisions in accordance with the requirements of applicable CSSF circulars or regulations or any other European authority authorized to issue related regulation or technical standards.

### **Liquidity Management**

The AIFM has put in place an appropriate liquidity management system which enables it to monitor the liquidity risk of each Sub-Fund. The AIFM ensures that, for each Sub-Fund it manages, the investment strategy, the liquidity profile and the redemption policy are consistent. The Fund may also use tools.

### **Determination of the leverage**

The Factsheet of the Sub-Fund will determine the circumstances in which the Sub-Fund may use leverage, the types and sources of leverage permitted and the associated risks, any restrictions on the use of leverage and any collateral and asset reuse arrangements, and the maximum level of leverage which the AIFM is entitled to employ.

## **7. INVESTMENT ADVISOR**

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The AIFM has appointed Crédit Industriel et Commercial as Investment Advisor to the Fund under its overall responsibility and control.

The Investment Advisor is in charge of assisting the AIFM principally in the selection of investment proposals, in accordance with the agreement signed as of July 6, 2004 between the AIFM and the Investment Advisor Agreement as modified from time to time. The AIFM remains entirely free to follow or not, completely or partly, investment proposals given by the Investment Advisor. The AIFM remains responsible of all the investment decisions taken and their suitability to the investment strategies and policies.

This agreement provides for investment proposals, complying with the Fund's investment objectives and policies, to be selected and submitted to the AIFM by the Investment Advisor. The Investment Advisor will only submit investment proposals in which it may invest in for its own account, and will supervise and monitor the results of such investment with the same diligence and endeavours as it will do for the investments booked in its own accounts. A sharing fee arrangement exists contractually between the AIFM and the Investment Advisor. This sharing fee is based up to 25% of the management Fee and up to 25% of the Performance Fee paid to the AIFM.

The Investment Advisor may also be used as a broker dealer for account of the Sub-Fund. In such case, the relations between the Investment Advisor and the AIFM will be legally documented under

standard market master agreement, negotiated on fair and even terms, and the Investment Advisor will use all reasonable efforts to obtain the best price and execution for the Fund with respect to transaction entered into by the Investment Advisor on behalf of the Fund, without applying any commission or brokerage fee for its broker dealer service.

The Investment Advisor may also, whenever in its discretion it deems it to be in the best interest of the Fund, aggregate orders entered on behalf of the Fund with order entered by the Investment Advisor itself for its own account in order to obtain the best execution and/or price and commission. In such event, the Investment Advisor shall ensure that the allocation of all orders executed in this manner as well as the expenses incurred in connection with such transactions, shall be made by the Investment Advisor prior to the placing of such order on the market, and in the manner it considers to be fair and equitable.

The Investment Advisor, Crédit Industriel et Commercial (CIC) is a public limited company ("société anonyme") incorporated under the laws of the Republic of France and has been engaged in banking activities since its incorporation.

## 8. DEPOSITARY

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Banque de Luxembourg S.A. is acting as depositary of the Fund (the "Depositary") in accordance with a depositary agreement dated June 10, 2015; as amended from time to time (the "Depositary Agreement") and with the relevant provisions of the Law of July 12, 2013 relating to alternative investment fund managers.

Banque de Luxembourg S.A. is a credit institution incorporated as a public limited company under the laws of Luxembourg and licensed to carry its activities under the terms of the amended Luxembourg law of 5 April 1993 relating to the financial sector.

In compliance with the provisions of the Depositary Agreement and the Law of July 12, 2013, the Depositary may, under certain conditions, delegate part of its safekeeping obligations to third parties 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 Law of July 12, 2013.

In compliance with the Depositary Agreement and pursuant to specific consent, the Depositary may be discharged of liability for loss of Custodiable Assets if it can prove that:

- all requirements for the delegation of its custody tasks set out in the Law of July 12, 2013, the AIFM Directive and/or the AIFM Regulations are met;
- a written contract between the Depositary and the third-party expressly transfers the liability of the Depositary to that third-party and makes it possible for the Fund to make a claim against the third- party in respect of the loss of Custodiable Asset or for the Depositary to make such a claim on their behalf; and
- a written contract between the Depositary and the Fund, expressly allows a discharge of the Depositary's liability and establishes the objective reason to contract such a discharge.

Further, where the law of a third country requires that certain Custodiable Assets are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in the Law of July 12, 2013, the AIFM Directive and/or the AIFM Regulations, the Depositary can be discharged itself of liability provided that the following conditions are met:

- the investors of the Fund have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment;
- the Fund or the Manager instructed the Depositary to delegate the custody of such

Custodiable Assets to a local entity;

- there is a written contract between the Depositary and the Fund or the AIFM acting on behalf of the AIF, which expressly allows such a discharge; and
- there is a written contract between the Depositary and the third-party that expressly transfers the liability of the Depositary to that local entity and makes it possible for the Fund to make a claim against that local entity in respect of the loss of Custodiable Assets or for the Depositary to make such a claim on their behalf.

The Fund and the Depositary may contract from time to time arrangements for such discharge and transfer of liability. Details of such discharges and transfer of liability are available to investors at the registered office of the Fund.

The Depositary has no decision-making discretion nor any advice duty relating to the Fund's investments and is prohibited from meddling in the management of the Fund's investments. The Depositary is a service provider to the Fund and is not responsible for the content of this Prospectus and therefore accepts no responsibility for the accuracy of any information contained in this Prospectus or the validity of the structure and investments of the Fund.

Investors are invited to consult the Depositary Agreement to have a better understanding and knowledge of the duties and liabilities (and of the limitations thereof) of the Depositary.

The Depositary Agreement may be terminated by either party according to the terms and conditions as set out in the Depositary Agreement.

## 9. CENTRAL ADMINISTRATION

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The AIFM has delegated, under its own responsibility and control, the Central Administration function to UI efa S.A. The Central Administrator is responsible for the registrar function, NAV calculation and accounting function, the client communication function defined by the CSSF circular 22/811.

UI efa S.A. will not act as external valuer as provided under article 17 of the Law of 12 July 2013.

## 10. CORPORATE INFORMATION

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The Fund was formed on July 6, 2004 and is governed by the Law of February 13, 2007 and qualifies as an AIF in accordance with the Law of 12 July 2013.

The Fund is managed by CIGOGNE Management S.A., a public limited company ("société anonyme") organized under the laws of the Grand Duchy of Luxembourg. Its share capital amounts to EUR one hundred twenty-five thousand (125,000-) and its capital and reserve amounts to EUR 14 498 591.81. Its shareholder is Groupe La Française.

The registered office of the Fund is 18, boulevard Royal, L – 2449 Luxembourg.  
The registered office of the AIFM is 18, boulevard Royal, L – 2449 Luxembourg.

The Fund is governed by the Management Regulations effective as of July 6, 2004 which are attached to this Prospectus and published in the Mémorial C, Recueil des Sociétés et Associations on July 16, 2004.

The AIFM was established on July 6, 2004 for an undetermined period. Its Articles of Incorporation are published in the Mémorial of July 16, 2004 for the first time.

The minimum Net Asset Value of the Fund is as provided by law, EUR 1,250,000.- represented by

fully paid-up Units of no par value. The minimum Net Asset Value must be reached within six months of the date on which the Fund has been authorized as an investment fund in Luxembourg.

## 11. NET ASSET VALUE

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The AIFM shall calculate the Net Asset Value of Units of each Sub-Fund (referred to as the “Net Asset Value”) on such date (referred to as the “Valuation Day”) and under such frequency as determined by the AIFM from time to time, but at least once a month. The determined date and frequency shall be specified in the “Sub-Fund Particulars”.

The Net Asset Value of each Sub-Fund is equal to the total assets of that Sub-Fund less its liabilities. The Net Asset Value of each Sub-Fund and Units representing each Sub-Fund shall be expressed in the reference currency of the relevant Sub-Fund and Class (the “Reference Currency”).

If the Reference Currency of the Class concerned is different from the Reference Currency of the corresponding Sub-Fund, the Net Assets of the Sub-Fund attributed to the Class valued in the Reference Currency of the Sub-Fund shall be converted into the Reference Currency of the Class concerned.

In each Class, the Net Asset Value per Unit shall be determined in respect of any Valuation Day by dividing the Net Assets of the corresponding Class by the number of Units of the relevant Class then outstanding and rounding up or down to the nearest whole unit of the relevant Reference Currency. For the avoidance of doubt, the unit of a Reference Currency is the smallest unit of that currency (e.g. if the Reference Currency is US dollars, the unit is the cent).

If, subsequent to the close of business on the relevant Valuation Day, there has been a material change in the quotations in the markets on which a substantial portion of the investments of the Fund or the Sub-Fund are dealt in or quoted, the AIFM may, in order to safeguard the interests of the Unitholders and/or the Sub-Fund or the Fund, cancel the first valuation and carry out a second valuation. All subscription, conversion and redemption requests shall be treated on the basis of this second valuation.

In accordance with the Circular 24/856 regarding NAV calculation errors and given the specific nature of the investment strategies implemented, a higher tolerance threshold than the ones indicated in the Circular CSSF 24/856 has been set by the Board of Directors of the AIFM.

The Unitholders, which subscribed to units through a financial intermediary, should be aware that they may be affected when compensation is paid out in case of an NAV calculation error/non-compliance with the investment rules.

The securities instruments and other assets as well as liabilities will be valued at fair market value as determined in good faith pursuant to procedures established by the AIFM assisted by a committee appointed to that effect by the AIFM and the valuation shall be made according to the following guidelines:

1. 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 shall be deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof shall be arrived at after making such discount as the AIFM may consider appropriate in such case to reflect the true value thereof.
2. The value of each security which is quoted or dealt in on a stock exchange will be based on its last traded price on the stock exchange which is normally the principal market for such security known at the relevant Valuation Day.
3. The value of each security dealt in on any other regulated market will be based on its

last traded price known at the relevant Valuation Day.

4. In the event that any of the securities held in a Sub-Fund's portfolio on the relevant day are not quoted or dealt in on any stock exchange or dealt in on any other regulated market or if, with respect of securities quoted or dealt in on any stock exchange or dealt in on any regulated market, the price as determined pursuant to sub-paragraphs 2. or 3. is not representative of the relevant securities, the value of such securities will be determined based on a reasonable foreseeable sales price determined prudently and in good faith by the AIFM. Specifically, in case of a security (long position) held against and in hedge of another security (short position), prices of both securities are determined in a coherent basis by using spread quotations or any other method determined prudently and in good faith by the AIFM.
5. The liquidating value of options and any other over the counter (OTC) contracts not traded on exchanges or on other regulated markets shall mean their net liquidating value determined, pursuant to the policies established by the AIFM, on a basis consistently applied for each different variety of contracts.
6. The liquidating value of futures, forward or options contracts traded on exchanges or on other regulated markets shall be based upon the last available settlement prices of these contracts on exchanges and organized markets on which the particular futures, forward or options contracts are traded on behalf of the Fund; provided that if a futures, 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 shall be such value as the AIFM may deem fair and reasonable. In case of a future, forward or options contract held against and in hedge of another future, forward or options contract, prices of both contracts are determined in a coherent basis by using spread quotations or any other method determined prudently and in good faith by the AIFM.
7. Swaps will be valued on the basis of their market value as determined by a pricing agent under the supervision of the AIFM and pursuant to procedures established by the AIFM. In case of a swap transaction held against and in hedge of another transaction, prices of both contracts are determined in a coherent basis by using spread quotations or any other method determined prudently and in good faith by the AIFM.
8. The AIFM may authorize the use of the amortized cost method of valuation for short-term money market securities with maturity less than 90 days. This method involves valuing a security at its cost and thereafter assuming a constant amortization to maturity of any discount or premium regardless of the impact of fluctuating interest rates on the market value of the security or other instrument. While this method provides certainty in valuation, it may result in periods during which value as determined by amortized cost, is higher or lower than the price the Sub-Fund would receive if it sold the securities.
9. Repurchase and reverse repurchase and stock lending and stock borrowing transactions are valued on the basis of their market value pursuant to procedures established by the AIFM. In case of a Repurchase or reverse repurchase or stock lending or stock borrowing transaction held against and in hedge of another transaction, prices of both transactions are determined in a coherent basis by using spread quotations or any other method determined prudently and in good faith by the AIFM. Income on Repurchase and reverse repurchase and stock lending and stock borrowing transactions is valued on the basis of the costs or proceeds with interest accrued daily over the period of the transaction.
10. The value of the interests in Investment Funds shall be based on the last available valuation. Units issued by Investment Funds which are open-ended undertakings for collective investments ("UCI") shall be valued at their last official net asset value, as reported or provided by such UCIs or their agents or, at their latest unofficial net asset



values (i.e. estimates of net asset values which are not generally used for the purposes of subscription and redemption or which may be provided by a pricing source – including the investment manager of the target UCI – other than the administrative agent of the target UCI) if more recent than their official net asset values, provided that the AIFM has received reasonable assurance that it will be provided, with an accurate frequency, with reliable estimated net asset values for such target UCI. 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. Subject to the right of the Board provided by the Articles, such Net Asset Value is final and binding notwithstanding any different later determination. Units of quoted Investment Funds which are closed-ended UCIs shall be valued at their last available stock market value.

The liabilities of the Fund shall include:

1. all loans, bills and accounts payable;
2. all accrued interest on loans of the Fund (including accrued fees for commitment for such loans);
3. all accrued or payable expenses (including, without limitation, administrative expenses, management fees, including performance fees, if any, custodian fees, and distributor fees, if any);
4. all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Fund;
5. an appropriate provision for future taxes based on capital and income as of the Valuation Day, as determined from time to time by the Fund, and other reserves (if any) authorized and approved by the AIFM, as well as such amount (if any) as the AIFM may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;
6. all other liabilities of the Fund of whatsoever kind and nature reflected in accordance with generally accepted accounting principles. In determining the amount of such liabilities, the Fund shall take into account all charges and expenses payable by the Fund which may include but not be limited to formation expenses, fees payable to the AIFM, the Investment Advisor, Auditors, Depositary, domiciliary and Administrative Agent, Registrar and Transfer Agent, any Paying Agents, any other agent employed by the Fund, insurance coverage, the fees and expenses if any involved in registering and maintaining the registration of the Fund with any governmental agency or stock exchange in the Grand Duchy of Luxembourg and in any other country, fees for legal, accounting and auditing services, translation services, reporting and publishing expenses, including the costs of preparing, printing and distributing prospectuses, explanatory memoranda, periodical reports or registration statements, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and telex.

The Fund may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period.

The value of all assets and liabilities not expressed in the Reference Currency of a Sub-Fund will be converted into the Reference Currency of such Sub-Fund at rates last quoted by major banks. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the AIFM.

The valuation of the assets of the Fund is based on information (including without limitation, position

reports, confirmation statements, recap ledgers, etc.) which is available at the time of such valuation with respect to all open futures and securities positions and accrued interest income, accrued management, incentive and service fees, and accrued brokerage commissions. Except in case of manifest error, the valuation is conclusive and no adjustments will be made with respect to investors or the Fund. The valuation will not be audited nor adjusted.

The AIFM, in agreement with the Depositary, 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 Fund.

In the event that extraordinary circumstances render a valuation in accordance with the foregoing guidelines impracticable or inadequate, the AIFM will, prudently and in good faith, use other criteria in order to achieve what it believes to be a fair valuation in the circumstances.

### **Temporary Suspension of the Calculation of the Net Asset Value**

The AIFM may temporarily suspend the determination of the Net Asset Value per Unit within any Sub-Fund and in consequence the issue, redemption and conversion of Units in any of the following events:

- When one or more stock exchanges, which provide the basis for valuing a substantial portion of the assets of a Sub-Fund, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of the Sub-Fund is denominated, are closed otherwise than for ordinary holidays or if trading thereon is restricted or suspended;
- When, as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the AIFM, disposal of the assets of the Sub-Fund is not reasonably or normally practicable without being seriously detrimental to the interests of the Unitholders;
- In the case of breakdown in the normal means of communication used for the valuation of any investment of the Sub-Fund or if, for any reason, the value of any asset of the Sub-Fund may not be determined as rapidly and accurately as required;
- When the AIFM is unable to repatriate funds for the purpose of making payments on the redemption of Units or during which any transfer of funds involved in the realization or acquisition of investments or payments due on redemption of Units cannot in the opinion of the Board of Directors of the AIFM be effected at normal rates of exchange;
- In order to safeguard the interests of the concerned Unitholders, if there has been, since the close of the business of the relevant date, a material change in the valuation methods used generally for calculating the Net Asset Value.

Any such suspension and the termination thereof shall be notified to those Unitholders who have applied for subscription, redemption or conversion of their Units.

## **12. REPORTS TO UNITHOLDERS**

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No general meetings of Unitholders shall be held and no voting rights shall be attached to the Units. If the Management Regulations are amended, such amendments shall be filed with the Chancery of the District Court of Luxembourg and published in the Mémorial.

The Fund publishes annually a detailed report on its activities and on the management of its assets; such report shall include, *inter alia*, the combined accounts relating to all the Sub-Funds, a detailed description of the assets of each Sub-Fund and the report from the Auditor. The annual report is issued as at December 31 of each year. The first annual report shall be issued for the year ended December 31, 2004.

The aforementioned documents reports are sent to the registered unitholders.

The accounting year of the Fund shall commence on the January 1 of each year and shall terminate on December 31 of the same year. The first accounting year shall start on the day of formation of the Fund and shall end on December 31, 2004.

The annual reports of the Fund are established in accordance with the Luxembourg legal and regulatory requirements concerning specialized investments funds and with generally accepted accounting principles in Luxembourg (Lux GAAP). The combined accounts of the Fund shall be expressed in EUR being the currency of the Fund. The financial statements relating to the various Sub-Funds shall be expressed in the Reference Currency of the relevant Sub-Fund.

Any other substantial information concerning the Fund shall be notified to Unitholders and published, if necessary, according to Luxembourg law provisions.

## **13. TAXATION**

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The following summary is based on the law and practice currently applicable in the Grand Duchy of Luxembourg and is subject to changes therein.

### **Taxation of the Fund in Luxembourg**

The Fund is not liable for any Luxembourg tax on profits or income, nor are distributions paid by the Fund subject to any Luxembourg withholding tax.

The Fund is, however, liable in Luxembourg for a tax of 0,01% per annum of its Net Asset Value, unless otherwise provided for a specific Sub-Fund, such tax being payable quarterly on the basis of the value of the aggregate net assets of the Sub-Fund at the end of the relevant calendar quarter. No stamp duty or other tax is payable in Luxembourg on the issue of Units. No Luxembourg tax is payable on the realized capital appreciation of the assets of the Fund.

The Fund is liable for an initial capital tax of EUR 1,250 which was paid upon formation.

Dividends and interest received by the AIFM on behalf of the Fund on its investments may be subject to non recoverable withholding or other taxes in the countries of origin.

### **Luxembourg Taxation of Unitholders**

Unitholders are not normally subject to any capital gains, income, withholding, gift, estate, inheritance or other tax in Luxembourg with respect to their Units (except Unitholders who are domiciled or have permanent establishment in Luxembourg). In exceptional circumstances, a non-resident Unitholders holding 10% or more of the Units of the Fund may be subject to tax on capital gains in Luxembourg if either a disposal takes place less than 6 months following the acquisition or for some former Luxembourg residents.

### **Foreign Account Tax Compliance Act ("FATCA")**

#### **a) General introduction of the FATCA obligations**

The Fund may be subject to regulations imposed by foreign regulators, including the Hiring Incentives to Restore Employment Act (the "Hire Act") which was enacted into U.S. law in March 2010. The Hire Act includes provisions generally known as the Foreign Account Tax Compliance Act ("FATCA").

The objective of FATCA is to combat U.S. tax evasion by certain U.S. Persons and obtain from non-US financial institutions ("Foreign Financial Institutions" or "FFIs") information relating to such U.S. Persons that have direct or indirect accounts with or investments in those FFIs.

In case FFIs choose not to comply with FATCA, FATCA will impose a withholding tax of 30 % on certain U.S. source income and gross sales proceeds. This regime has been implemented in

phases from 1 July 2014 to 2017.

To be relieved from this 30% withholding tax, FFIs will need to enter into an agreement with the Internal Revenue Service (the "IRS") except if they are incorporated in a country that entered into an intergovernmental agreement of Model 1 ("Model 1 IGA") with the United States. In this latter case, FFIs will be obliged to comply with the provisions of FATCA under the terms of the relevant Model 1 IGA and of their home country IGA legislation implementing FATCA.

Luxembourg has entered into a Model I IGA with the United States the ("Luxembourg IGA"), which means Luxembourg FFIs must comply with the provisions of FATCA under the terms of the Luxembourg IGA and of the Luxembourg legislation implementing FATCA.

In particular, as of July 2014, Luxembourg FFIs will be required to report indirectly through the Luxembourg authority to the IRS certain holdings by and payments made to (i) Specified U.S. Persons ("Specified U.S. Persons" as such term is defined in the Luxembourg IGA), (ii) certain non-financial foreign entities ("NFFEs") with a significant ownership by Specified U.S. Persons (iii) and FFIs that do not comply with the terms of the FATCA.

#### b) Applicability to the Fund

Being established in Luxembourg and subject to the supervision of the Commission de Surveillance du Secteur Financier ("CSSF") in accordance with the law of 13 February 2007, the Fund qualifies as an FFI for FATCA purposes.

This includes the obligation for the Fund to regularly assess the FATCA status of its unitholders. To this extent, the Fund will request to obtain and verify information on all of its unitholders. Upon request of the Fund, each unitholder agrees and commits to provide certain information, including, in case of a NFFE, the direct or indirect owners above a certain threshold of ownership of such NFFE, along with the required supporting documentation. Similarly, each unitholder agrees and commits to actively inform the Fund within thirty days of any change to the information and supporting documentation provided (like for instance a new mailing address or a new residency address) that would affect the unitholder's FATCA status.

Should the Fund fail to obtain the mandatory information or supporting documentation from its unitholders, the Fund is allowed, in its sole discretion unless otherwise mandatory under FATCA, to take any action to comply with its obligations under FATCA. Such action may include the disclosure to the Luxembourg authorities of the name, address and taxpayer identification number (if available) of the relevant registered unitholder as well as information like account balances, income and capital gains of such registered unitholder.

Additionally, the Fund may also, in its sole discretion, forcefully redeem any unitholder it deems may jeopardize its FATCA status.

Under FATCA, US Specified Persons, nonparticipating FFIs and any unitholders that fail to abide by the Fund's FATCA obligations will be reported to the Luxembourg authorities which will in turn pass on the information to the US Department of Treasury.

Any unitholder that fails to provide the Fund with the information and supporting documentation requested by the Fund to comply with its obligations under FATCA, may be charged with any taxes imposed on the Fund attributable to such unitholder's failure to provide the information and supporting documentation requested.

All prospective unitholders are recommended to consult with their own tax advisors regarding the possible implications of FATCA on their investment in the Fund.

#### c) Eligibility criteria of investors in the Fund

The Fund has elected to qualify as collective investment vehicle with regards to the Luxembourg IGA. This implies certain obligations and restrictions on prospective and existing unitholders of the Fund as detailed hereafter.

To prevent the Fund from incurring any liability or taxation or suffering any other disadvantage or

constraint arising from FATCA, units of the Fund, in its own discretion, may only be offered to, sold to, transferred to or held by eligible unitholders. Eligible unitholders are (i) exempt beneficial owners as defined under FATCA or under the applicable Model 1 IGA (ii) Active NFFEs (as defined in the Luxembourg IGA), (iii)

U.S. Persons that are not Specified U.S. Persons, (iv) FFI that do not qualify as nonparticipating FFI (a nonparticipating FFI ("NPFFI") means a FFI that is a nonparticipating FFI established in a non-Model I IGA country or a FFI established in a Model I IGA country that is considered by the United States as a NPFFI). For the avoidance of doubt, certain investors will not be accepted by the Fund as unitholders. In particular, individuals and Passive NFFEs (as defined in the Luxembourg IGA) will not be accepted as unitholders. Such investors are invited to subscribe through a FFI that does not qualify as NPFFI.

In case the Fund identifies that a unitholder does not qualify as an eligible unitholder, the Fund will take any action that the Fund deems necessary in order to comply with its obligations under FATCA. Such action also includes the compulsory redemption of the units held by the relevant unitholder.

### **General**

It is expected that Unitholders in the Fund, or any Sub-Fund, will be resident for tax purposes in many different countries. Consequently, no attempt is made in this Prospectus to summarize the tax consequences for each investor of subscribing, exchanging, holding or redeeming or otherwise acquiring or disposing of Units in the Fund or a Sub-Fund.

These consequences will vary in accordance with the law and practice currently in force locally or otherwise for the Unitholders.

Investors should inform themselves of, and when appropriate, consult their professional advisers on the possible tax consequences of subscription for, buying, holding, exchanging, redeeming or otherwise disposing of Units under the laws of their country of citizenship or domicile.

## **14. DURATION AND LIQUIDATION OF THE FUND OR OF ANY SUB-FUND**

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### **The Fund**

The Fund has been established for an unlimited period and each of its Sub-Funds may be established for a limited or unlimited period. However, the Fund will be dissolved and liquidated at any time by mutual agreement between the Fund and the Depositary Bank, subject to prior notice upon the occurrence of a dissolution event as provided for under the relevant provisions of the Law of February 13, 2007.

In the event of dissolution, the AIFM will realize the assets of the Fund in the best interests of the Unitholders and upon instructions given by the AIFM, the Depositary Bank will distribute the net proceeds from such liquidation, after deducting all expenses relating thereto, among the Unitholders in proportion to the number of Units of the relevant class held by them. The AIFM may distribute the assets of the Fund wholly or partly in kind in compliance with the conditions set forth by the AIFM (including, without limitation, delivery of an independent valuation report from the Auditor of the Fund) and the principle of equal treatment of Unitholders.

The liquidation or the partition of the Fund may not be requested by a Unitholder, nor by his heirs or beneficiaries.

### **Any Sub-Fund**

The AIFM in consultation with the Depositary Bank may decide at any time the dissolution of any Sub-Fund subject to prior notice (i) in case where the value of the net assets of any Sub-Fund has decreased to an amount determined by the AIFM to be the minimum level for such Sub-Fund to be

operated in an economically efficient manner, or (ii) in case of a significant change of the economic or political situation or legal and regulatory environment that would adversely affect the Fund. In such event, Unitholders will be promptly notified and may redeem their Units at the current Net Asset Value per Unit without paying the redemption fee.

Registered Unitholders will be notified by letter of the decision to liquidate, prior to the effective date of liquidation of the relevant Sub-Fund. The mail will state the reasons and the liquidation procedure.

In case of dissolution of any Sub-Fund, the AIFM may redeem or convert all or part of the Units of the Unitholders, at their request, at the applicable Net Asset Value per Unit (taking into account actual realization prices of investments as well as realization expenses in connection with such dissolution), as from the date on which the resolution to dissolve the Sub-Fund has been taken and until its effectiveness.

With respect to the Sub-Funds which have been formed for a limited period, the AIFM will automatically redeem the Units of the Sub-Fund on the last day of the period (the "Maturity Date"). The Unitholders will be entitled to receive a sum based on the Net Asset Value determined on the Maturity Date, which will be the Valuation Date in respect of such final redemption of the Units (the "Maturity Valuation Date"). In principle, no redemption fee will be levied in respect of such final redemption.

At the close of liquidation of any Sub-Fund, the proceeds thereof corresponding to Units not surrendered may be kept in safe custody with the Depositary Bank during a period not exceeding six months as from the date of the close of the liquidation; after this period, these proceeds shall be kept in safe custody at the Caisse des Consignations.

Decision of dissolution of a Sub-Fund shall be notified to the Unitholders of such Sub-Fund.

### **Merger of Sub-Funds**

In case where the value of the net assets of any such Sub-Fund has decreased to an amount determined by the AIFM to be the minimum level for such Sub-Fund to be operated in an economically efficient manner, or in case of a significant change of the economic or political situation or legal and regulatory environment that would adversely affect the Fund, the AIFM may decide to close any Sub-Fund by way of merger with another Sub-Fund in order to create a new Sub-Fund, provided however that the relevant Sub-Fund shall merge with another Sub-Fund only if, in the AIFM opinion, (i) the investment objectives and policy of the new Sub-Fund are similar to that of the relevant Sub-Fund and (ii) the merger is decided in the best interests of the Unitholders.

In such event, notice shall be given to the Unitholders of the Fund or of the Sub-Fund the Units of which shall be cancelled. Such notice shall be given at least one month before the date on which the resolution of the AIFM shall take effect.

Unitholders of the Fund or of the Sub-Fund the Units of which shall be cancelled shall have the right, during one month from the date of such publication, to request the redemption of all or part of their Units at the applicable Net Asset Value per Unit, subject to the procedures described under "Redemption of Units" without paying any fee.

## **15. INTEGRATION OF SUSTAINABILITY RISK**

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The AIFM integrates sustainability risks into its investment decision-making process. A sustainability risk can be 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 investment" (Art 2(22) of SFDR Regulation).

The integration process implements a risk mitigation approach based on two pillars:

- Sector policies leading to exclusions in sectors where sustainability risks are the highest (including controversial weapons, coal, hydrocarbons);

- Controversies monitoring that measures a company's exposure to environmental, social and governance risks.

In regard to the first pillar, the investments made by the Fund comply with Cigogne Management S.A.'s sector policies which implement exclusion criteria in sensitive sectors, including industries where greenhouse gas emissions are the highest. These sector policies and the associated exclusions are in line with the policies of the mother-company of Cigogne Management S.A., the Credit Mutuel Alliance Federale group. Thus, Cigogne Management S.A. limits its investments, namely in the coal industry and the oil and gas industry.

Concerning the second pillar, the AIFM pays attention to controversies that impact or may arise in an issuer throughout the investment period. The monitoring is based on third-party data and targets specifically issuers that encounter major controversies.

For all Sub-Funds, the likely impacts of sustainability risks on returns are difficult to quantify. The AIFM believes that sustainability risks lead to the deterioration in the financial profile, liquidity, profitability, or reputation of an issuer. Hence, the AIFM strives to mitigate extreme risks and adapts its asset allocation accordingly. Moreover, current developments of market practices regarding ESG factors combined with the improvement in data quality and availability, contribute to continuously decrease potential negative impacts. The impact of any such risks falls therefore within the normal expected return scope of the Sub-Funds. There can be no guarantee, however, regarding the performance of individual issuers within the Sub-Funds nor on the returns of each Sub-Fund.

More information about the AIFM's investment process can be found on the AIFM's website: [www.cigogne-management.com](http://www.cigogne-management.com).

## 16. BENCHMARK REGULATION

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Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "Benchmark Regulation") applies from 1 January 2018. According to the regulatory requirements of the Benchmark Regulation:

- The Sub-Funds of the Fund may use a benchmark or a combination of benchmarks if the benchmark is provided by an administrator located in the European Union and included in the register referred to in Article 36 of the Benchmark Regulation (the "Register") or is a benchmark which is included in the Register.
- The AIFM shall produce and maintain a robust written plan setting out the actions that the AIFM would take in the event that a benchmark materially changes or ceases to be provided. Where feasible and appropriate, such plan shall nominate one or several alternative benchmarks that could be referenced to substitute the benchmarks no longer provided, indicating why such benchmarks would be suitable alternatives.

If one or several benchmarks used by a Sub-Fund of the Fund (the « Benchmark(s) ») materially changes or ceases to be provided, the robust written plan produced and maintained by the AIFM (the "Contingency Plan") provides for the substitution of the Benchmark(s) by one or several alternative benchmarks.

The Contingency Plan can be made available upon request at the registered office of the AIFM.

## 17. DATA PRIVACY PROVISIONS OF THE PROSPECTUS

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### Introduction

These data privacy provisions serve the purpose to provide Unitholders, prospective Unitholders and business partners of the AIFM (including the AIFM's contractual counterparties) as well as

persons related to such Unitholders, prospective Unitholders and business partners (“Related Persons”) with important information on the collection, recording, storage, use and transfer of personal data relating to such Unitholders, prospective Unitholders, business partners and Related Persons (each a “Data Subject”) by the AIFM and/or by the Processors (as such term is defined in section 5) in connection with such Unitholders’ and prospective Unitholders’ investment or intended investment in the Fund or with such business partner’s relationship with the AIFM.

A Related Person means in this context an individual whose personal data was provided to the AIFM and/or to the Processors by or on behalf of a Unitholder, prospective Unitholder or business partner or whose personal data was otherwise obtained by the AIFM and/or by the Processors, in connection with such Unitholder’s or prospective Unitholder’s investment or intended investment in the Fund or with such business partner’s relationship with the AIFM. A Related Person may include, but not limited to, a director, officer, employee, controlling person, beneficial owner, representative or agent of an entity, a trustee, a settlor, a protector of a trust. In this context, it is assumed that for personal data of a Related Person provided to the AIFM and/or to the Processors by or on behalf of a Unitholder, prospective Unitholder or business partner, such Unitholder, prospective Unitholder or business partner has duly notified the Related Person about how the AIFM and/or the Processors process the Related Person’s personal data in accordance with these data privacy provisions.

### **Categories of personal data processed**

The personal data collected, recorded, stored, used and transferred, by electronic and/or by other means (hereafter referred to as personal data “processed”) by the AIFM and/or by the Processors in connection with a Unitholder’s or prospective Unitholder’s investment or intended investment in the Fund or with a business partner’s relationship with the AIFM includes (the “Personal Data”):

- personal information concerning the Data Subjects (e.g. last name, first name, gender, date and place of birth, residence address(es), postal addresses, telephone and fax number(s), email address(es) or other identifying addresses for electronic communications, details from passports or other government or state issued forms of personal identification, nationality(ies), country(ies) of tax residence and tax identification number, bank account details);
- professional information concerning the Data Subjects (e.g. employment history, title, representation authorities);
- financial information concerning the Data Subjects (e.g. transaction details regarding subscriptions, redemptions, conversions and transfers of Units of the Fund, income paid or other payments made with respect to the Units held in the Fund);
- any other information concerning the Data Subjects and required by applicable laws and regulations including laws and regulations regarding anti money laundering and counter financing of terrorism (e.g. source of wealth, information about regulatory and other investigations or litigations to which Data Subjects are or have been subject).

The AIFM and the Processors do not intend to actively process special category personal data, being personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships or genetic, biometric data or health data or data concerning a Data Subject’s sex life or sexual orientation about Data Subjects. Whilst the AIFM and the Processors will use reasonable efforts to limit the processing of such special category personal data, Data Subjects should be aware that such special category personal data may be processed incidentally for example where the Data Subject volunteers such special category personal data to the AIFM and/or to the Processors (for example when the Data Subject sends a communication such as an email containing such special category personal data) or where documents and information received or gathered for one or more of the Purposes (as such term is defined hereafter) contain special category personal data.

### **Data controller**

The AIFM acts as data controller with regard to the Personal Data of Unitholders, prospective Unitholders or business partners processed in connection with such Unitholder’s or prospective Unitholder’s investment or intended investment in the Fund or with such business partner’s relationship with the AIFM.



## Processing of Personal Data

Personal Data will be processed for the purpose of 1) performing the services required by the Unitholders and prospective Unitholders in connection with their investment or intended investment in the Fund; and/or 2) performing services related to the one referred to under 1) here above in connection with Unitholders' and prospective Unitholders' investment or intended investment in the Fund if such related services are considered as necessary by the AIFM and/or the Processors for the purpose of the legitimate interest pursued by the AIFM and/or the Processors provided such interests are not overridden by the interests or fundamental rights and freedoms of the relevant Data Subjects and/or 3) performing the contractual or other arrangements concluded between the AIFM and its business partners and/or 4) complying with the legal and regulatory obligations applicable to the AIFM and/or to the Processors.

In accordance with the preceding paragraph, Personal Data may be processed for the purpose of (the "Purposes"):

- opening and maintaining Unitholders' registered accounts including providing Unitholders with information and documents regarding their investment in the Fund (e.g. contract notes, holding statements);
- processing subscriptions, redemptions, conversions and transfers of Units of the Fund, payment of income or other proceeds made with respect to the Units held by the Unitholders in the Fund;
- informing Unitholders of corporate actions concerning the Fund;
- convening and organizing meetings of Unitholders;
- relationship management including responding to enquiries from Unitholders, prospective Unitholders and business partners and providing Unitholders and prospective Unitholders with information and documentation in connection with their investment or intended investment in the Fund (e.g. prospectus, key information documents, financial reports, fact sheets, investment management reports);
- processing of Unitholders' complaints;
- recording of communications (e.g. telephone conversations, mailings including electronic mailings) for relationship management or monitoring for evidentiary or compliance purposes;
- performing controls on excessive trading and market timing practices;
- performing the contractual or other arrangements concluded between the AIFM and its business partners;
- performing due diligence and controls with regard to applicable laws and regulations fight against money laundering and financing of terrorism;
- reporting to the competent authorities in accordance with Luxembourg or foreign laws and regulations (including laws and regulations relating to FATCA and CRS); to enforce the AIFM's terms and conditions or to protect the AIFM's or the Processors' (as such term is defined hereafter) rights in the context of legal claims, litigation, arbitration or similar proceedings.

To achieve the Purposes, Personal Data may be collected or received directly from the Data Subjects or indirectly through external sources including any publicly available sources or through subscription services or from third parties.

A Unitholder or prospective Unitholder of the Fund or a business partners of the AIFM or a Related Person related to such a Unitholder, prospective Unitholder or business partner may elect to refuse to provide the Personal Data requested by or on behalf of the AIFM. In such a case, the AIFM may not be able and may consequently 1) decline to provide the services required by such Unitholder or prospective Unitholder in connection with their investment or intended investment in the Fund; and/or 2) decline to provide the services related to the one referred to under 1) here above considered as necessary by the AIFM and/or the Processors for the purpose of the legitimate interest pursued by the AIFM and/or the Processors in connection with Unitholders' and prospective Unitholders' investment or intended investment in the Fund; and/or 3) decline to perform the contractual or other arrangements concluded between the AIFM and its business partners; and 4) decide to preclude the continuation of the relationship between the AIFM and the Unitholder or between the AIFM and the business partner.

Subject to applicable legal periods of limitation which may vary depending on the Purposes for which Personal Data was obtained, the Personal Data shall not be retained for longer than necessary in light of the Purposes for which it was obtained. Personal Data will be deleted or anonymized (or equivalent) once it is no longer necessary to achieve the Purposes for which it was obtained, subject however (i) to any applicable legal or regulatory requirements to process Personal Data for a longer period, or (ii) to enforce the AIFM's terms and conditions or for the protection of the AIFM's or the Processors' rights in the context of legal claims, litigation, arbitration or similar proceedings.

### **Transfer of Personal Data**

For the purpose of achieving the Purposes, the AIFM uses the services of delegates, sub-delegates and service providers (such as central administration agent, domiciliary agent and depositary of the Fund) and may delegate the processing of and consequently transfer Personal Data to such delegates, sub-delegates and service providers (the "Processors") in compliance with and within the limits of the applicable laws and regulations.

The Processors may delegate the processing of the Personal Data to one or several of their agents or delegates, which may be located in or outside the European Economic Area ("EEA").

Processors may also process Personal Data for their own purposes and outside of the scope of their role as processor for the AIFM, in which case and with regard to such own purposes, Processors shall be considered as distinct data controllers and shall be directly accountable to the relevant Data Subjects with regard to the processing for such own purposes.

For the purpose of achieving the Purposes, the AIFM and the Processors may also transfer Personal Data : 1) to comply with applicable laws and regulations including treaties or agreements with or between Luxembourg or foreign governments (including in relation to tax reporting laws such as FATCA and CRS), which may include Luxembourg and foreign authorities, to respond to requests from public or government authorities including tax authorities, which may include Luxembourg and foreign authorities, to cooperate with law enforcement, governmental, regulatory, securities exchange, financial markets or similar agencies or authorities or for other legal reasons, who may transfer the Personal Data to equivalent agencies or authorities in other countries; 2) to central banks, regulators, trade repositories, approved reporting mechanisms which may be located in Luxembourg or abroad; 3) to their external auditors; 4) to courts, litigation counterparties, external legal counsels and others in the context of legal claims, litigation, arbitration or similar proceedings to enforce the AIFM's terms and conditions or to protect the AIFM's or the Processors' rights against a Data Subject; 5) to legitimate third parties in the event of a merger of the Fund or of a Sub-Fund of the Fund.

Processors may also transfer Personal Data to the AIFM and to other Processors the AIFM in order to enable the AIFM and such other Processors to fulfill the Purposes.

The transfer of Personal Data may include the transfer to jurisdictions within the EEA and to other jurisdictions provided that 1) such other jurisdictions benefit from an adequacy decision from the European Commission; or 2) where such other jurisdictions do not benefit from an adequacy decision from the European Commission, appropriate safeguards are provided; or 3) the transfer falls under one of the derogations for specific situations as foreseen by the applicable laws and regulations.

### **Rights of Data Subjects**

Subject to the laws and regulations applicable to the AIFM and/or the Processors, each Data Subject has a right to:

- access his/her/its Personal Data;
- have his/her/its Personal Data rectified where it is inaccurate or incomplete;
- where the AIFM processes his/her/its Personal Data on the basis of his/her/its consent, to withdraw this consent being understood that, to achieve the Purposes, the AIFM and the Processors do not rely on the Data Subjects' consent for the process of the Data Subjects' Personal Data;

- have his/her/its Personal Data erased in certain circumstances;
- obtain restriction of processing or object to processing in certain circumstances;
- lodge a complaint to the relevant data protection authority;
- receive his/her/its Personal Data in a structured, commonly used and machine-readable format and to have that Personal Data transmitted directly to another data controller.

If a Data Subject wishes to exercise, any of the rights referred to above, the Data Subject shall address its request by letter sent to the registered office of the AIFM. Requests will be responded in accordance with applicable laws and regulations.

Even if a Data Subject objects to the processing or requests the erasure of its Personal Data, the AIFM and/or the Processors may nevertheless be allowed to continue the processing if i) the processing is mandatory because of legal or regulatory obligations applicable to the AIFM and/or to the Processors; or ii) is necessary for the achievement of one, more or all of the Purposes; or iii) is necessary for the enforcement of the AIFM's terms and conditions or for the protection of the AIFM's and/or the Processors' rights in the context of legal claims, litigation, arbitration or similar proceedings.

## 18. MANAGEMENT REGULATION APPLICABLE LAW AND JURISDICTION

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The Management Regulations are governed by the laws of Luxembourg and any dispute arising between the Unitholders, the Fund and the Depositary Bank will be subject to the jurisdiction of the District Court of Luxembourg.

By acquiring Units in the Fund, a Unitholder approves and fully accepts that the Management Regulations shall govern the relationship between the Unitholders, the Fund and the Depositary Bank. With the approval of the Depositary Bank, the AIFM may amend the Management Regulations without Unitholder approval at any time, in whole or in part. Amendments to the Management Regulations will become effective upon their publication in the Mémorial.

Notwithstanding the foregoing, the AIFM and the Depositary Bank may subject themselves and the Fund to the jurisdiction of the courts of the countries of residency of the investors who have subscribed to the Units of the Fund, with respect to claims by investors resident in such countries, and, with respect to matters relating to subscription and repurchase by Unitholders resident in such countries, to the laws of such countries.

English shall be the governing language of the Management Regulations, provided, however, that the Fund and the Depositary Bank may, on behalf of themselves and the Fund, consider as binding the translation into languages of the countries of residency of the investors who may have subscribed to the Units of the Fund.

Any claims of the Unitholders against the Fund or the Depositary Bank shall lapse five years after the date of the event, which gave rise to such claims.

## 19. DOCUMENTS AVAILABLE

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Copies of the following documents may be obtained during usual business hours on any business day in Luxembourg at the registered office of the Fund:

- (i) the Management Regulations of the Fund;
- (ii) the agreements on services referred to under section "Depositary Bank, Administrative and Registrar and Transfer Agent";
- (iii) the reports and accounts referred to under section "Reports to Unitholders".

The Net Asset Value as well as the issue and redemption prices are available to the Unitholders for effect on each Valuation Day at the registered office of the Fund.

An up-to-date key information document relating to each Units of each Sub-Fund is available on Cigogne Management S.A. web site, ([www.cigogne-management.com](http://www.cigogne-management.com)).

Pursuant to Article 21 "Disclosure to investors" of the Law of 12 July 2013, the Fund will make available to Unitholders before they invest in the AIF any Management Regulations amendments which will be published in the Luxembourg *Mémorial*.

Subject to the Law of 12 July 2013 and the AIFM Regulation, third parties may be remunerated or compensated in monetary or other form for distribution activities performed in relation to the Sub-Funds on terms the AIFM has agreed with such parties. Such remuneration or compensation, if applicable, is generally expressed as a percentage of the management fee levied on the Sub-Fund calculated on the investor's average holdings in the Sub-Fund's Units. Subject to reference to his transactions, an investor may receive further details of such arrangements by or shared with such parties on request.

## 20. MANAGEMENT FEE

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The management fee is equal to maximum 2% p.a. within the time period specified in the Factsheet, calculated on the average net assets of the respective Unit of the Sub-Fund determined on each Valuation Day (as such term is defined in the Prospectus). Unless otherwise specified in the factsheet of the Sub-Fund, the management fee will normally be payable to the AIFM in arrears within 30 days after the end of each time period (in the relevant currency of the Sub-Fund, annualised using an actual/365 daycount).

The AIFM may, from time to time, in its absolute discretion and based on objective criteria such as the size and the duration of the investments, decide to rebate all or part of the management fee to any Unitholder / Distributor. Any such rebates will be contractually regulated and may be applied in paying cash to the Unitholder / Distributor.

Unitholders or Distributors are invited to contact the AIFM for further information.

## 21. PERFORMANCE FEE

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For A, O and I Unit classes:

The AIFM will receive a Performance Fee, accrued on each Valuation Day, paid yearly, based on the Net Asset Value (hereafter the "NAV"), equivalent to a maximum of 20 % of the performance of the NAV per Unit class (measured against the High Water Mark) over the Hurdle Rate defined for each Unit Class below, since the last performance fee payment.

"High Water Mark" (hereafter the "HWM") means for each Calculation Period, the last NAV per Unit on which a Performance Fee has been calculated at the end of a Calculation Period. In the case of a new issued Unit Class, the "Hight Water Mark" means the initial Net Asset Value per Unit.

The Hurdle Rate is the Euro short-term rate (€STR) published by the European Central Bank dated the first business day of each month applicable to this rate.

The rate is available on page: [https://www.ecb.europa.eu/stats/financial\\_markets\\_and\\_interest\\_rates/euro\\_short-term\\_rate/html/index.en.html](https://www.ecb.europa.eu/stats/financial_markets_and_interest_rates/euro_short-term_rate/html/index.en.html)

The Performance Fee is calculated on the basis of the Gross Asset Value which is the Net Asset Value after deducting all expenses, costs and fees (but before the Performance Fee, hereafter the "GAV").

The Performance Fee calculation is adjusted for subscriptions and redemptions/conversions during the relevant Calculation Period so that these will not affect the Performance Fee payable.

The Performance Fee of the relevant Unit class is calculated as a maximum of 20% of, if positive, the amount by which the GAV per unit exceeds the HWM as adjusted by the Hurdle Rate (hereafter the "Outperformance").

If the Outperformance is positive, a Performance Fee will be payable even if the performance of the Sub-Fund is negative.

Performance fee provisions will be made on each Valuation Day. If the Net Asset Value per Unit decreases during the calculation period, the provisions made in respect of the Performance Fee will be reduced accordingly. If these provisions fall to zero, no Performance Fee will be payable.

“Calculation Period” means the period beginning on January the first and ending on December the thirty-one of the current year. In the case of a new issued Unit class, the “Calculation Period” means the period beginning on the issue date of the relevant Unit class and ending on December the thirty-one of the following year.

The Performance Fee will normally be payable to the AIFM in arrears within 30 days of the end of each Calculation Period.

In the case of a conversion, Units which are acquired pursuant to transfer will be treated as if they were issued on the date of the acquisition for these purposes. In the event that a Unitholder redeems its Units prior to the end of a Calculation Period, any accrued but unpaid Performance Fee in respect of such Units is due to the AIFM and will be paid at the end of the Calculation Period. The AIFM may, from time to time, and in its absolute discretion, decide to rebate all or part of the Management Fee and/or Performance Fee to any Unitholder. Any such rebates may be applied in paying cash to the Unitholder.

Examples of the Performance Fee calculation:

Example 1 : Sub-Fund Performance > Hurdle Rate > 0 = Generates a Performance Fee

Year	GAV	HWM	Hurdle Rate	HWM as adjusted by the Hurdle Rate	Outperformance	Performance Fee	NAV (After Performance Fee)
0							100
1	106	100	1	101	5	1	105

At the beginning (Year 0), NAV = HWM = 100.

At the end of the Calculation Period (year 1), the GAV (106) is superior to the HWM as adjusted by the Hurdle Rate (101). The Outperformance is +5% and generates a Performance Fee equal to 1% (= 20% x 5%).

The HWM is set at 105 (NAV) for the next Calculation Period (i.e. Year 2).

Example 2 : Sub-Fund Performance < Hurdle Rate < 0 = Does not generate a Performance Fee

Year	GAV	HWM	Hurdle Rate	HWM as adjusted by the Hurdle Rate	Outperformance	Performance Fee	NAV (After Performance Fee)
0							100
1	94	100	-1	99	-5	0	94

At the beginning (Year 0), NAV = HWM = 100.

At the end of the Calculation Period (year 1), the GAV (94) is inferior to the HWM as adjusted by the Hurdle Rate (99). The Outperformance is negative and no Performance Fee is

calculated.

The HWM remains at 100 for the next Calculation Period (i.e. Year 2).

**Example 3** : Hurdle Rate < Sub-Fund Performance < 0 = Generates a Performance Fee

Year	GAV	HWM	Hurdle Rate	HWM as adjusted by the Hurdle Rate	Outperformance	Performance Fee	NAV (After Performance Fee)
<b>0</b>	<b>100</b>			<b>100</b>			<b>100</b>
1	99	100	-2	98	<b>1</b>	<b>0,2</b>	98,8

At the beginning (Year 0), NAV = HWM = 100.

At the end of the Calculation Period (year 1), the GAV (99) is superior to the HWM as adjusted by the Hurdle Rate (98). The Outperformance is +1% and generates a Performance Fee equal to 0.20% (=20% x 1%).

The HWM is set at 98.8 (NAV) for the next Calculation Period (i.e. Year 2).

**Example 4** : Sub-Fund Performance < Hurdle Rate (year 1) and Sub-Fund Performance > Hurdle Rate (year 2) = Generates a Performance Fee

Year	GAV	HWM	Hurdle Rate	HWM as adjusted by the Hurdle Rate	Outperformance	Performance Fee	NAV (After Performance Fee)
<b>0</b>	<b>100</b>			<b>100</b>			<b>100</b>
1	99	100	1	101	<b>-2</b>	<b>0,0</b>	99,0
2	107	100	1	102	<b>5</b>	<b>1,0</b>	106,0

At the beginning (Year 0), NAV = HWM = 100.

At the end of the first Calculation Period (year 1), the GAV (99) is inferior to the HWM as adjusted by the Hurdle Rate (101). The Outperformance is negative and no Performance Fee is calculated. The HWM remains at 101 for the next Calculation Period (i.e. Year 2).

At the end of the second Calculation Period (year 2), the GAV (107) is superior to the HWM as adjusted by the Hurdle Rate (102). The Outperformance is +5% and generates a Performance Fee equal to 1% (=20% x 5%).

The HWM is set at 106 (NAV) for the next Calculation Period (i.e. Year 3).



## FACTSHEET



## Factsheet : CIGOGNE FUND – M&A Arbitrage

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The Sub-Fund CIGOGNE FUND – M&A Arbitrage (the “Sub-Fund”) is formed for an unlimited period.

The Sub-Fund is denominated in EUR (the “Reference Currency”).

For the purposes of this Sub-Fund, business day means a day on which banks in Luxembourg are open for business.

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### INVESTMENT POLICY

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#### ➤ Investment objective / Investment strategy

The investment objective of CIGOGNE FUND – M&A Arbitrage, is to realize consistently high risk-adjusted appreciation in the value of its assets. The Sub-Fund will seek to achieve its investment objective by primarily using strategies based on merger arbitrage and event driven arbitrage. The investments cover all sectors and all types of market capitalizations.

Strategies will be mainly implemented in developed countries in the following geographical areas:

- Europe,
- North America,
- Asia.

The Sub-Fund is allowed incidentally to invest in emerging countries and other geographical areas (such as non- OECD countries).

In merger arbitrage, the investment strategy is to lock in or otherwise trade in a spread by purchasing (selling) securities of the target or subject to an announced merger, acquisition or contest for control and possibly shorting (buying) the deal originator (the acquirer) (see “Merger Arbitrage” below).

Event driven arbitrage is a strategy that seeks to capture price discrepancies that result from corporate action events. Thus, the Sub-Fund can develop strategies such as preferential subscription rights / underlying shares arbitrage, or investments in Special Purpose Acquisition Companies (SPACs) Investment decisions will generally be based on a fundamental analysis and on opportunities generated by events intervening in the life of the companies.

The Sub-Fund can invest in equity securities, warrants, bonds, other fixed-income securities and UCIs. For the purpose of both taking and hedging risks and/or the purpose of efficient portfolio management (which includes return enhancement), the Sub-Fund can also use derivative instruments and techniques, including, without limitation, forward, futures and options contracts, swaps transactions such as interest rates swaps, asset swaps, equity swaps, contracts for difference (CFDs), bond swaps, credit default swaps, index swaps, currency swaps, repurchase transactions, reverse repurchase transactions, securities lending transactions, securities borrowing transactions.

For refinancing purposes, the whole portfolio can be concerned by repurchase, sell-buy back or securities lending transactions. The expected level within these operations is the range of 0% to 50% of the gross assets.

Reverse repurchase, buy-sell back or securities borrowing transactions will not exceed 100% of the gross assets and are expected to remain within the range of 0% to 50%.

For total return swaps the gross exposure (sum of absolute unrealized results) will not exceed 30% and is expected to remain within the range of 0% to 15% of the Net Asset Value.

To achieve its investment objectives and implement its investment strategies as described above, the Sub-Fund shall hold long and/or short positions on securities (directly or through financial

derivatives). In addition, substantial leverage will be used in the investment program of the Sub-Fund. Leverage may take the form of trading on margin, investing in derivative instruments that are inherently leveraged, and entering into other forms of borrowings.

In particular, substantial concentration may arise when the Sub-Fund holds a position in a deal which shows a superior risk/reward ratio or for which the potential for a successful conclusion has been evaluated as superior (see “Merger Arbitrage” below).

The Sub-Fund may sometimes concentrate its portfolio holdings in some industries, issuers or geographical areas which, in light of investment considerations, market risks and other factors, the AIFM believes will provide the best opportunity for high risk-adjusted appreciation in the value of the Sub-Fund’s assets.

The risk-adjusted expected return of merger arbitrage depends on a number of characteristics (see “Merger Arbitrage” below) which are specific to each of the companies involved and to the legal and regulatory process of the merger or acquisition. In most cases, the fundamentals of the industry sector of the companies involved only have an indirect impact on the deal potential for a successful conclusion.

If considered appropriate to the investment strategy or for defensive purpose, the Sub-Fund may invest in government securities, debt instruments securities, money market instruments and hold cash, regardless of the investment policy described above.

### ➡ **Merger Arbitrage**

In merger arbitrage, the investment strategy is to lock in or otherwise trade in a spread by taking a long (short) position in the securities of the target or subject to an announced merger, acquisition or contest for control and possibly taking a short (long) position in the deal originator (the acquirer). The consideration to be received by shareholders of the target company upon completion of a transaction is typically greater than the market price of the target company throughout the period prior to a deal closing. This price difference reflects the discount the market has assigned to the deal consideration given the time value of money and the uncertainty as to whether the transaction will ultimately be completed.

The deal consideration can come in the form of cash, shares of the bidder, convertible or exchangeable bonds, rights or a combination of. In transactions where all or a portion of the deal consideration includes the shares of the bidder, a short position is often established in these shares. to protect the Sub-Fund from fluctuations in the shares of the bidder. Spreads will be purchased when the AIFM determines that the market has overestimated the risks inherent in a deal, resulting in an excessively wide spread. Alternatively, spreads will be sold when the AIFM determines that the market has underestimated the risks resulting in an excessively narrow spread.

The AIFM will employ a research-driven approach to its merger arbitrage activities. In each situation, the AIFM will evaluate the potential obstacles to a successful conclusion of the deal. This analysis will be performed by considering various legal, tax and regulatory factors which will ultimately affect the transaction.

In addition, a fundamental analysis of the parties to the transaction will be performed by drawing upon various resources, typically including prior company releases and filings, as well as industry and company-specific reports.

The analysis with respect to each existing and potential merger arbitrage position will be regularly scrutinized through continued monitoring of the regulatory process, company fundamentals and general movements in the capital markets. The AIFM expects that such ongoing analysis will enable it to identify opportunities for taking profits or attempting to minimize losses by liquidating certain long positions or covering short positions, if appropriate. The AIFM use stocks and options in both equities and indices or any other appropriate instruments to minimize deal-specific and market risk where and when possible.

## ➤ **Leverage**

To enhance return, the AIFM can use leverage strategies by refinancing the Sub-Fund's assets (by entering into repurchase, reverse-repurchase agreements, securities borrowing or lending agreements) and by utilizing futures, options markets or any other derivatives. The Sub-Fund may from time to time be highly leveraged. While leverage can enhance the Sub-Fund's expected return, it can also increase portfolio volatility or losses.

In order to enable the Sub-Fund to obtain the desired investment exposure in the investment strategies and to construct the investment portfolio in an efficient manner, the AIFM, with respect to the Sub-Fund, has established a permanent credit facility with first class financial institution specialised in this kind of operation. The Sub-Fund will be able to borrow, repay and reborrow amounts under the credit facility, subject to its terms. The credit facilitator does have no recourse, for the satisfaction of its credit facility, against the other Sub-Funds of the Fund.

Under exceptional circumstances, the AIFM may use unsecured borrowings up to a maximum of 30% of its net assets, provided that it is on a temporary basis.

The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund is 10 times of its Net Assets in accordance with the commitment method and 10 times of its total Net Assets in accordance with the gross method.

*In the context of hedging its assets and liabilities, the Sub-Fund may make use of the instruments described under "Chapter 3 - Investment and Restrictions".*

## ➤ **Investment strategy risk factors**

Money invested in the Sub-Fund can both increase and decrease in value and investment results may vary substantially over time. It is not certain that one will recover the entire amount of the invested capital. The Sub-Fund is only suitable to investors who understand and can bear the risk involved in an investment therein, including the risk of loss of the entire amount invested. An investment in the Sub-Fund is not intended to be a complete investment program for an investor. Past performance is not necessarily indicative of future results.

### Merger Arbitrage:

The Sub-Fund, with respect to its merger arbitrage investments, generally could incur significant losses when proposed transactions are not consummated. The consummation of mergers, tender offers and exchange offers can be prevented or delayed by a variety of factors, including: (i) opposition of the management or shareholders of the target company, which often results in litigation to enjoin the proposed transaction; (ii) intervention of government agencies; (iii) efforts by the target company to pursue a defensive strategy, including a merger with, or a friendly tender offer by, a company other than the offeror; (iv) an attempt by a third party to acquire the offeror; (v) in the case of a merger, failure to obtain the necessary shareholder approvals; (vi) market conditions resulting in material changes in securities prices; (vii) compliance with any applicable legal requirements; and (viii) inability to obtain adequate financing.

### Event Driven Arbitrage:

The identification of investment opportunities in undervalued securities is a difficult task, and there are no assurances that such opportunities will be successfully recognized or acquired. While investments in undervalued securities offer the opportunities for high or above market capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses.

The description of the risks involved in the Sub-Fund are described in "Chapter 4 – General Risk Factors".

## ➤ **Sustainable finance disclosure regulation**

The Sub-Fund complies with the provisions set forth in Article 6 of the Sustainable Finance Disclosure Regulation.

The investments underlying this financial product do not take into account the EU criteria for

environmentally sustainable economic activities. Moreover, the Sub-Fund does not consider PAIs (Principal Adverse Impacts) on sustainability factors. Investors are invited to read chapter 15 “Integration of Sustainability Risk” for further information on the integration of ESG factors and sustainability risks.

## COMMISSIONS AND FEES PAID BY THE UNITHOLDERS

<b>Subscription fee</b>	>	Maximum of 2% of the subscribed amount payable to the AIFM.
<b>Redemption fee</b>	>	Maximum of 2% of the redeemed amount payable to the AIFM.
<b>Conversion fee</b>	>	0%

## EXPENSES BORNE BY THE SUB-FUND

### ➤ Fees and other expenses (charged to the Sub-Fund)

- **Management fee**  
For “A”, “O” and “I” Units: maximum 2% p.a. payable quarterly and calculated pursuant to “Chapter 20 – Management Fee”.
- **Performance Fee**  
The performance fee is as described above on “Chapter 21 - Performance Fee”.
- **Other Fee including Administration Fee**  
As specified in a fee schedule negotiated by the Sub-Fund, payable quarterly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question.
- **Depositary Fee**  
Maximum 0.10% p.a. payable monthly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question with a minimum of EUR 20,000 annually.
- **Other Fees and Commissions**  
Moreover, the Sub-Fund shall bear all of its operating costs. The details of the operating costs are stated in provision 7 of the of Management Regulations.

## MARKETING OF UNITS

### ➤ Units

Unit	Currency	Nature of Unit	ISIN
O Units	EUR	Capitalisation	LU0648563830
A Units	EUR	Capitalisation	LU1786064250
I Units	EUR	Capitalisation	LU2595419644

### ➤ Initial and subsequent subscription

Class of Units	Minimum initial subscription	Minimum subsequent subscription
O Units	EUR 100,000	EUR 1,000
A Units	EUR 100,000	EUR 1,000

I Units	EUR 10,000,000	EUR 1,000,000
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## ➡ **Subscription/Redemption/Conversion**

Units may only be subscribed and held by well-informed investors within the meaning of Article 2 of the Law of 13 February 2007.

### **Subscription:**

For O and I Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day preceding a Subscription Day.

For A Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day preceding a Subscription Day.

Subscription requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Subscription Day.

Payments for Unit(s) subscribed shall be received by the Depositary in EUR (for A & O, I Units) no later than 10:00 a.m. Luxembourg time on the last Luxembourg bank business day immediately preceding the relevant Subscription Day. Subscriptions may only be made in amount.

The Board of Directors may however accept a subscription request if a complete application form has been received after the cut-off time but no later than the Valuation Day or if the subscription money has been received no later than the Valuation Day, subject to the condition that the interests of any investor will not be harmed by this decision.

### **Redemption:**

Notwithstanding the foregoing, unitholders in each Unit classes may redeem all or part of their Units on a Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: redemption request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Redemption Day after application of the redemption fees detailed below.

For A Units: redemption request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Redemption Day, after application of the redemption fees detailed below.

Redemption requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Redemption Day.

All payments due pursuant to redemptions will be paid in principle no later than the last Luxembourg bank business day of the month of the Redemption Day.

The Board of Directors may however accept a redemption request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate the redemption and that the interests of any investor will not be harmed by this decision.

### **Conversion:**

Notwithstanding the foregoing, unitholders in each Units classes may convert all or part of their Units on Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: conversion request must be received not later than 5 p.m.

Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Conversion Day after application of the conversion fees detailed below.

For A Units: conversion request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Conversion Day, after application of the conversion fees detailed below.

Conversion requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Conversion Day.

The Board of Directors may however accept a conversion request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate.

### ➤ Frequency of the net asset value (NAV) calculation

The NAV is calculated monthly, as follows:

- (i) for the exclusive purpose of determining the prices of the Sub-Fund's assets and liabilities, Valuation Day shall mean the last Luxembourg bank business day of each month; and
- (ii) for the purpose of calculating the NAV (taking into account interests on Sub-Fund's assets and liabilities), Valuation Day shall mean the last calendar day of each month.

The Board of Directors may decide to determine additional NAVs during a year. The day of determination of such additional NAV will also represent a Valuation Day and the relevant NAVs will apply to subscription, redemption and conversion orders of Units as described under section "subscription/redemption/conversion" hereunder

### ➤ Publication of the NAV

At the registered office of the AIF.

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## ADDITIONAL INFORMATION

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### Currency of the Sub-Fund

EUR

### Portfolio Manager

The assets of the Sub-Fund are managed by the following portfolio manager:  
CIGOGNE MANAGEMENT, a public limited company incorporated under the laws of Luxembourg having its registered office at 18, Boulevard Royal L-2449 Luxembourg. It is under the supervisory authority of Commission de Surveillance du Secteur Financier.

### Rate of the "taxe d'abonnement"

The taxe d'abonnement (subscription tax) is 0.01% p.a. (net assets invested in UCI which are already subject to the taxe d'abonnement are exonerated from payment of this tax).

### Contact for Subscriptions, redemptions, conversions and transfers

UI efa S.A.  
Fax: +352 48 65 61 8002

**Contact for documentation requests**

CIGOGNE MANAGEMENT S.A.

Tel: +352 27 46 1

Fax: +352 26 26 24 19

## Factsheet : CIGOGNE FUND – Fixed Income Arbitrage

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The Sub-Fund CIGOGNE FUND – Fixed Income Arbitrage (the “Sub-Fund”) is formed for an unlimited period.

The Sub-Fund is denominated in EUR (the “Reference Currency”).

For the purposes of this Sub-Fund, business day means a day on which banks in Luxembourg are open for business.

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### INVESTMENT POLICY

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#### ➤ Investment objective / Investment strategy

The investment objective of CIGOGNE FUND – Fixed Income Arbitrage, is to realize consistently high risk-adjusted appreciation in the value of its assets. The Sub-Fund will seek to achieve its investment objective by primarily using fixed income arbitrage strategies on all types of debt securities and debt instruments issued by public and/or private issuers worldwide (including, without limitation, fixed rate bonds, variable rate bonds, inflation linked bonds) and financial derivatives.

The debt securities and debt instruments the Sub-Fund will have the possibility to invest in, are not subject to any restrictions regarding the level of rating from one of the recognized rating agencies. In addition, the debt securities and debt instruments the Sub-Fund will have the possibility to invest in, may have no rating at all.

- Strategies will be mainly implemented on OECD countries worldwide.

Additionally, the Sub-Fund is allowed to invest in emerging countries.

Fixed Income Arbitrage is the investment strategy designed to profit from mispricings between correlated securities and/or instruments such as but not limited to bonds or OTC products including swaps and interest rate options (see “Fixed Income Arbitrage” below).

The Sub-Fund can invest in securities, warrants, bonds, other fixed-income securities and UCIs. For the purpose of both taking and hedging risks and/or the purpose of efficient portfolio management (which includes return enhancement), the Sub-Fund can also use derivative instruments and techniques, including, without limitation, forward, futures and options contracts, swaps transactions such as interest rates swaps, asset swaps, equity swaps, contracts for difference (CFDs), bond swaps, credit default swaps, index swaps (including credit indices such as CDX, iTraxx and tranches on those indices), currency swaps, repurchase transactions, reverse repurchase transactions, securities lending transactions, securities borrowing transactions.

For refinancing purpose, the whole portfolio can be concerned by repurchase, sell-buy back or securities lending transactions. The expected level within these operations is the range of 50% to 100% of the gross assets.

Reverse repurchase, buy-sell back or securities borrowing transactions will not exceed 100% of the gross assets and are expected to remain within the range of 20% to 70%.

For total return swaps the gross exposure (sum of absolute unrealised results) will not exceed 30% and is expected to remain within the range of 0% to 15% of the Net Asset Value.

To achieve its investment objectives and implement its investment strategies as described above, the Sub-Fund shall hold both long and/or short positions on securities (directly or through financial derivatives). In addition, substantial leverage will be used in the investment program of the Sub-Fund. Leverage may take the form of trading on margin, investing in derivative instruments that are inherently leveraged, and entering into other forms of borrowings.

In particular, substantial concentration may arise when the Sub-Fund holds a position which shows a superior risk/reward ratio



The Sub-Fund may sometimes concentrate its portfolio holdings in some industries, issuers or geographical areas which, in light of investment considerations, market risks and other factors, the AIFM believes will provide the best opportunity for high risk-adjusted appreciation in the value of the Sub-Fund's assets.

If considered appropriate to the investment strategy or for defensive purpose, the Sub-Fund may invest in government securities, debt instruments securities, money market instruments and hold cash, independently of the investment policy described above.

### ➤ **Fixed Income Arbitrage**

Fixed Income arbitrage strategies are notably carried out to benefit from mispricings in debt securities and/or financial derivatives.

Fixed Income arbitrage strategies may use the same issuer's securities denominated in different currencies or two different issuer's securities that are correlated and should go for convergence

Arbitrage strategies using debt securities and interest rate swap curve (or "swap spread") consist in buying (respectively selling) a debt security and hedging the interest rate risk with an interest rate swap on the same maturity. These strategies are carried out to benefit from spread narrowing (respectively widening) between the debt security and the swap and/or to receive the positive return spread between the debt security and the swap.

Arbitrage strategies using debt securities and interest rate futures ("cash and carry") intent to benefit from the mispricing between the present price and the maturity price of the same debt security; since in fact the price of the interest rate futures reflects the maturity price of the underlying debt security which is deliverable at maturity. Those strategies will be carried out exclusively on interest rate futures listed on regulated derivatives Exchanges, such as EUREX, LIFFE, CBOT

### ➤ **Leverage**

To enhance return, the AIFM may use leverage strategies by refinancing the Sub-Fund's assets (by entering into repurchase, reverse- repurchase agreements, securities borrowing or lending agreements) and by utilizing futures, options markets or any other derivatives. The Sub-Fund may from time to time be highly leveraged. While leverage can enhance the Sub-Fund's expected return, it can also increase portfolio volatility or losses.

In order to enable the Sub-Fund to obtain the desired investment exposure in the investment strategies and to construct the investment portfolio in an efficient manner, the AIFM, with respect to the Sub-Fund, has established a permanent credit facility with first class financial institution specialised in this kind of operations. The Sub-Fund will be able to borrow, repay and reborrow amounts under the credit facility, subject to its items. The credit facilitator does have no recourse, for the satisfaction of its credit facility, against the other Sub-Funds of the Fund.

Under exceptional circumstances, the AIFM may use unsecured borrowings up to a maximum of 30% of its net assets, provided that it is on a temporary basis.

The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund is 50 times of its Net Assets in accordance with the commitment method and 100 times of its total Net Assets in accordance with the gross method.

*In the context of hedging its assets and liabilities, the Sub-Fund may make use of the instruments described under "Chapter 3 - Investment and Restrictions".*

### ➤ **Investment strategy risk factors**

Money invested in the Sub-Fund can both increase and decrease in value and investment results may vary substantially over time. It is not certain that one will recover the entire amount of the invested capital. The Sub-Fund is only suitable to investors who understand and can bear the risk involved in an investment therein, including the risk of loss of the entire amount invested. An investment in the Sub-Fund is not intended to be a complete investment program for an investor.

Past performance is not necessarily indicative of future results.

#### Fixed Income Arbitrage:

The identification of investment opportunities in undervalued securities is a difficult task, and there are no assurances that such opportunities will be successfully recognized or acquired. While investments in undervalued securities offer the opportunities for high or above market capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses.

The description of the risks involved in the Sub-Fund are described in “Chapter 4 – General Risk Factors”.

#### ➤ **Sustainable finance disclosure regulation**

The Sub-Fund complies with the provisions set forth in Article 6 of the Sustainable Finance Disclosure Regulation.

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities. Moreover, the Sub-Fund does not consider PAIs (Principal Adverse Impacts) on sustainability factors.

Investors are invited to read chapter 15 “Integration of Sustainability Risk” for further information on the integration of ESG factors and sustainability risks.

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### COMMISSIONS AND FEES PAID BY THE UNITHOLDERS

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<b>Subscription fee</b>	>	Maximum of 2% of the subscribed amount payable to the AIFM.
<b>Redemption fee</b>	>	Maximum of 2% of the redeemed amount payable to the AIFM.
<b>Conversion fee</b>	>	0%

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### EXPENSES BORN BY THE SUB-FUND

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#### ➤ **Fees and other expenses (charged to the Sub-Fund)**

- **Management fee**

For “A”, “O” and “I” Units: maximum 2% p.a. payable quarterly and calculated pursuant to “Chapter 20 – Management Fee”.

- **Performance fee**

The performance fee is as described above on “Chapter 21 - Performance Fee”.

- **Other Fee including Administration Fee**

As specified in a fee schedule negotiated by the Sub-Fund, payable quarterly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question.

- **Depository Fee**

Maximum 0.10 % p.a. payable monthly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question with a minimum of EUR 20,000 annually.

- **Other Fees and Commissions**

Moreover, the Sub-Fund shall bear all of its operating costs. The details of the operating costs are stated in provision 7 of the of Management Regulations.

## MARKETING OF UNITS

### Units

Unit	Currency	Nature of Unit	ISIN
O Units	EUR	Capitalisation	LU0648560141
A Units	EUR	Capitalisation	LU1786064334
I Units	EUR	Capitalisation	LU2595419727

### Initial and subsequent subscription

Class of Units	Minimum initial subscription	Minimum subsequent subscription
O Units	EUR 100,000	EUR 1,000
A Units	EUR 100,000	EUR 1,000
I Units	EUR 10,000,000	EUR 1,000,000

### Subscription/Redemption/Conversion

Units may only be subscribed and held by well-informed investors within the meaning of Article 2 of the Law of 13 February 2007.

#### Subscription:

For O and I Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day preceding a Subscription Day.

For A Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day preceding a Subscription Day.

Subscription requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Subscription Day.

Payments for Unit(s) subscribed shall be received by the Depositary in EUR (for A & O, I Units) no later than 10:00 a.m. Luxembourg time on the last Luxembourg bank business day immediately preceding the relevant Subscription Day. Subscriptions may only be made in amount.

The Board of Directors may however accept a subscription request if a complete application form has been received after the cut-off time but no later than the Valuation Day or if the subscription money has been received no later than the Valuation Day, subject to the condition that the interests of any investor will not be harmed by this decision.

#### Redemption:

Notwithstanding the foregoing, unitholders in each Unit classes may redeem all or part of their Units on a Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: redemption request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Redemption Day after application of the redemption fees detailed below.

For A Units: redemption request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Redemption Day, after application of

the redemption fees detailed below.

Redemption requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Redemption Day.

All payments due pursuant to redemptions will be paid in principle no later than the last Luxembourg bank business day of the month of the Redemption Day.

The Board of Directors may however accept a redemption request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate the redemption and that the interests of any investor will not be harmed by this decision.

### **Conversion:**

Notwithstanding the foregoing, unitholders in each Units classes may convert all or part of their Units on Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: conversion request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Conversion Day after application of the conversion fees detailed below.

For A Units: conversion request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Conversion Day, after application of the conversion fees detailed below.

Conversion requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Conversion Day.

The Board of Directors may however accept a conversion request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate.

## **➤ Frequency of the net asset value (NAV) calculation**

The NAV is calculated monthly, as follows:

- (i) for the exclusive purpose of determining the prices of the Sub-Fund's assets and liabilities, Valuation Day shall mean the last Luxembourg bank business day of each month; and
- (ii) for the purpose of calculating the NAV (taking into account interests on Sub-Fund's assets and liabilities), Valuation Day shall mean the last calendar day of each month.

The Board of Directors may decide to determine additional NAVs during a year. The day of determination of such additional NAV will also represent a Valuation Day and the relevant NAVs will apply to subscription, redemption and conversion orders of Units as described under section "subscription/redemption/conversion" hereunder.

## **➤ Publication of the NAV**

At the registered office of the AIF.

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## **ADDITIONAL INFORMATION**

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### **Currency of the Sub-Fund**

EUR

**Portfolio Manager**

The assets of the Sub-Fund are managed by the following portfolio manager:  
CIGOGNE MANAGEMENT, a public limited company incorporated under the laws of Luxembourg having its registered office at 18, Boulevard Royal L-2449 Luxembourg. It is under the supervisory authority of Commission de Surveillance du Secteur Financier.

**Rate of the "taxe d'abonnement"**

The taxe d'abonnement (subscription tax) is 0.01% p.a. (net assets invested in UCI which are already subject to the taxe d'abonnement are exonerated from payment of this tax).

**Contact for Subscriptions, redemptions, conversions and transfers**

UI efa S.A  
Fax: +352 48 65 61 8002

**Contact for documentation requests**

CIGOGNE MANAGEMENT S.A.  
Tel: +352 27 46 1

## Factsheet : CIGOGNE FUND – ABS / MBS Arbitrage

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The Sub-Fund CIGOGNE FUND – ABS / MBS Arbitrage (the “Sub-Fund”) is formed for an unlimited period.

The Sub-Fund is denominated in EUR (the “Reference Currency”).

For the purposes of this Sub-Fund, business day means a day on which banks in Luxembourg are open for business.

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### INVESTMENT POLICY

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#### ➤ Investment objective / Investment strategy

The investment objective of CIGOGNE FUND – ABS / MBS Arbitrage, is to realize consistently high risk-adjusted appreciation in the value of its assets. The Sub-Fund will seek to achieve its investment objective by primarily using securitization arbitrage strategies on debt securities and debt instruments issued by public and/or private issuers worldwide (including, without limitation, fixed rate bonds, variable rate bonds, covered bonds, collateralised debt obligations, collateralised loan obligations, mortgage backed securities, asset backed securities) and financial derivatives.

The debt securities and debt instruments the Sub-Fund will have the possibility to invest in, are not subject to any restrictions regarding the level of rating from one of the recognized rating agencies. In addition, the debt securities and debt instruments the Sub-Fund will have the possibility to invest in, may have no rating at all.

Strategies will be mainly implemented in the following geographical areas:

- Europe,
- North America.

The Sub-Fund is allowed incidentally investments in other geographical areas.

The Sub-Fund primarily focuses on securitization arbitrage, an investment strategy designed to profit from mispricings in the spread on securitized products and covered bonds (see “Securitization Arbitrage” below). In this context, in normal market condition, the Sub-Fund may invest up to 100% in asset backed securities or mortgage backed securities.

The Sub-Fund can invest in securities, warrants, bonds, other fixed-income securities and UCIs. For the purpose of both taking and hedging risks and/or the purpose of efficient portfolio management (which includes return enhancement), the Sub-Fund can also use derivative instruments and techniques, including, without limitation, forward, futures and options contracts, swaps transactions such as interest rates swaps, asset swaps, equity swaps, contracts for difference (CFDs), bond swaps, credit default swaps, index swaps (including credit indices such as CDX, iTraxx and tranches on those indices), currency swaps, repurchase transactions, reverse repurchase transactions, securities lending transactions, securities borrowing transactions.

For refinancing purpose, the whole portfolio can be concerned by repurchase, sell-buy back or securities lending transactions. The expected level within these operations is the range of 50% to 100% of the gross assets.

Reverse repurchase, buy-sell back or securities borrowing transactions will not exceed 25% of the gross assets and are expected to remain within the range of 0% to 10%.

For total return swaps the gross exposure (sum of absolute unrealised results) will not exceed 30% and is expected to remain within the range of 0% to 15% of the Net Asset Value.

To achieve its investment objectives and implement its investment strategies as described above, the Sub-Fund shall hold long and/or short positions on securities (directly or through financial derivatives). In addition, substantial leverage will be used in the investment program of the Sub-Fund. Leverage may take the form of trading on margin, investing in derivative instruments that are

inherently leveraged, and entering into other forms of borrowings.

In particular, substantial concentration may arise when the Sub-Fund holds a position which shows a superior risk/reward ratio

The Sub-Fund may sometimes concentrate its portfolio holdings in some industries issuers or geographical areas which, in light of investment considerations, market risks and other factors, the AIFM believes will provide the best opportunity for high risk-adjusted appreciation in the value of the Sub-Fund's assets.

If considered appropriate to the investment strategy or for defensive purpose, the Sub-Fund may invest in government securities, debt instruments securities, money market instruments and hold cash, regardless of the investment policy described above.

### ➤ **Securitization Arbitrage**

Securitization arbitrage is an investment strategy designed to profit from mispricings in the spread on securitized products or covered bonds. Price inefficiencies can be exploited between a security and its refinancing cost or the CDS spread of a related issuer. The Sub-Fund will strive to construct a balanced portfolio while managing interest rate and prepayment risks of these securities in order to extract the spread they offer.

The portfolio will include mostly mortgage, asset backed securities and covered bonds rated in the highest investment categories by rating agencies.

### ➤ **Leverage**

To enhance return, the AIFM may use leverage strategies by refinancing the Sub-Fund's assets (by entering into repurchase, reverse- repurchase agreements, securities borrowing or lending agreements) and by utilizing futures, options markets or any other derivatives. The Sub-Fund may from time to time be highly leveraged. While leverage can enhance the Sub-Fund's expected return, it can also increase portfolio volatility or losses.

In order to enable the Sub-Fund to obtain the desired investment exposure in the investment strategies and to construct the investment portfolio in an efficient manner, the AIFM, with respect to the Sub-Fund, has established a permanent credit facility with first class financial institution specialised in this kind of operation. The Sub-Fund will be able to borrow, repay and reborrow amounts under the credit facility, subject to its terms. The credit facilitator does have no recourse, for the satisfaction of its credit facility, against the other Sub-Funds of the Fund.

Under exceptional circumstances, the AIFM may use unsecured borrowings up to a maximum of 30% of its net assets, provided that it is on a temporary basis.

The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund is 30 times of its Net Assets in accordance with the commitment method and 60 times of its total Net Assets in accordance with the gross method.

*In the context of hedging its assets and liabilities, the Sub-Fund may make use of the instruments described under "Chapter 3 - Investment and Restrictions".*

### ➤ **Investment strategy risk factors**

Money invested in the Sub-Fund can both increase and decrease in value and investment results may vary substantially over time. It is not certain that one will recover the entire amount of the invested capital. The Sub-Fund is only suitable to investors who understand and can bear the risk involved in an investment therein, including the risk of loss of the entire amount invested. An investment in the Sub-Fund is not intended to be a complete investment program for an investor. Past performance is not necessarily indicative of future results.

Securitization Arbitrage:

The success of the Sub-Fund's investment activities will depend on the AIFM ability to identify and exploit price discrepancies in the market, as well as managing interest rate and prepayment rate of the securities. Identification and exploitation of market opportunities involve uncertainty. No assurance can be given that the AIFM will be able to locate investment opportunities or to correctly exploit price discrepancies. As well, no assurance can be given as to the effectiveness of prepayments of the securities.

A reduction in the pricing inefficiency of the markets in which the Sub-Fund will seek to invest will reduce the scope for the Sub-Fund's investment strategies. In the event that the perceived mispricings and/or the effectiveness of prepayments underlying the Sub-Fund's positions were to fail to materialize as expected by the AIFM, the Sub-Fund could incur a loss.

The description of the risks involved in the Sub-Fund are described in "Chapter 4 – General Risk Factors".

#### ➤ **Sustainable finance disclosure regulation**

The Sub-Fund complies with the provisions set forth in Article 6 of the Sustainable Finance Disclosure Regulation.

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities. Moreover, the Sub-Fund does not consider PAIs (Principal Adverse Impacts) on sustainability factors.

Investors are invited to read chapter 15 "Integration of Sustainability Risk" for further information on the integration of ESG factors and sustainability risks.

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### COMMISSIONS AND FEES PAID BY THE UNITHOLDERS

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<b>Subscription fee:</b>	>	Maximum of 2% of the subscribed amount payable to the AIFM.
<b>Redemption fee</b>	>	Maximum of 2% of the redeemed amount payable to the AIFM.
<b>Conversion fee</b>	>	0%

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### EXPENSES BORN BY THE SUB-FUND

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#### ➤ **Fees and other expenses (charged to the Sub-Fund)**

- **Management fee**  
For "A", "O" and "I" Units: maximum 2% p.a. payable quarterly and calculated pursuant to "Chapter 20 – Management Fee".
- **Performance fee**  
The performance fee is as described above on "Chapter 21 - Performance Fee".
- **Other Fee including Administration Fee**  
As specified in a fee schedule negotiated by the Sub-Fund, payable quarterly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question.
- **Depositary Fee**  
Maximum 0.10 % p.a. payable monthly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question with a minimum of EUR 20,000 annually.
- **Other Fees and Commissions**  
Moreover, the Sub-Fund shall bear all of its operating costs. The details of the operating costs are stated in provision 7 of the of Management Regulations.



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## MARKETING OF UNITS

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### ➤ Units

Unit	Currency	Nature of Unit	ISIN
O Units	EUR	Capitalisation	LU0648560224
A Units	EUR	Capitalisation	LU1786064680
I Units	EUR	Capitalisation	LU2595420147

### ➤ Initial and subsequent subscription

Class of Units	Minimum initial subscription	Minimum subsequent subscription
O Units	EUR 100,000	EUR 1,000
A Units	EUR 100,000	EUR 1,000
I Units	EUR 10,000,000	EUR 1,000,000

### ➤ Subscription/Redemption/Conversion

Units may only be subscribed and held by well-informed investors within the meaning of Article 2 of the Law of 13 February 2007.

#### Subscription:

For O and I Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day preceding a Subscription Day.

For A Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day preceding a Subscription Day.

Subscription requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Subscription Day.

Payments for Unit(s) subscribed shall be received by the Depositary in EUR (for A & O, I Units) no later than 10:00 a.m. Luxembourg time on the last Luxembourg bank business day immediately preceding the relevant Subscription Day. Subscriptions may only be made in amount.

The Board of Directors may however accept a subscription request if a complete application form has been received after the cut-off time but no later than the Valuation Day or if the subscription money has been received no later than the Valuation Day, subject to the condition that the interests of any investor will not be harmed by this decision.

#### Redemption:

Notwithstanding the foregoing, unitholders in each Unit classes may redeem all or part of their Units on a Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: redemption request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Redemption Day after application of the redemption fees detailed below.

For A Units: redemption request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Redemption Day, after application of the redemption fees detailed below.

Redemption requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Redemption Day.

All payments due pursuant to redemptions will be paid in principle no later than the last Luxembourg bank business day of the month of the Redemption Day.

The Board of Directors may however accept a redemption request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate the redemption and that the interests of any investor will not be harmed by this decision.

### **Conversion:**

Notwithstanding the foregoing, unitholders in each Units classes may convert all or part of their Units on Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: conversion request must be received not later than 5 p.m. Luxembourg time the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Conversion Day after application of the conversion fees detailed below.

For A Units: conversion request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Conversion Day, after application of the conversion fees detailed below.

Conversion requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Conversion Day.

The Board of Directors may however accept a conversion request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate.

## **➤ Frequency of the net asset value (NAV) calculation**

The NAV is calculated monthly, as follows:

- (i) for the exclusive purpose of determining the prices of the Sub-Fund's assets and liabilities, Valuation Day shall mean the last Luxembourg bank business day of each month; and
- (ii) for the purpose of calculating the NAV (taking into account interests on Sub-Fund's assets and liabilities), Valuation Day shall mean the last calendar day of each month.

The Board of Directors may decide to determine additional NAVs during a year. The day of determination of such additional NAV will also represent a Valuation Day and the relevant NAVs will apply to subscription, redemption and conversion orders of Units as described under section "subscription/redemption/conversion" hereunder.

## **➤ Publication of the NAV**

At the registered office of the AIF.

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## ADDITIONAL INFORMATION

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### **Currency of the Sub-Fund**

EUR

### **Portfolio manager**

The assets of the Sub-Fund are managed by the following portfolio manager:  
CIGOGNE MANAGEMENT, a public limited company incorporated under the laws of Luxembourg having its registered office at 18, Boulevard Royal L-2449 Luxembourg. It is under the supervisory authority of Commission de Surveillance du Secteur Financier.

### **Rate of the "taxe d'abonnement"**

The taxe d'abonnement (subscription tax) is 0.01% p.a. (net assets invested in UCI which are already subject to the taxe d'abonnement are exonerated from payment of this tax).

### **Contact for Subscriptions, redemptions, conversions and transfers**

UI efa S.A. Fax: +352 48 65 61 8002

### **Contact for documentation requests**

CIGOGNE MANAGEMENT S.A.

Tel: +352 27 46 1

## Factsheet : CIGOGNE FUND – Credit Arbitrage

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The Sub-Fund CIGOGNE FUND – Credit Arbitrage (the “Sub-Fund”) is formed for an unlimited period.

The Sub-Fund is denominated in EUR (the “Reference Currency”).

For the purposes of this Sub-Fund, business day means a day on which banks in Luxembourg are open for business.

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### INVESTMENT POLICY

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#### ➤ Investment objective / Investment strategy

The investment objective of CIGOGNE FUND – Credit Arbitrage, is to realize consistently high risk-adjusted appreciation in the value of its assets. The Sub-Fund will seek to achieve its investment objective by primarily using credit arbitrage strategies on all types of debt securities and debt instruments issued mainly by private issuers worldwide (including, without limitation, fixed rate bonds, variable rate bonds) and financial derivatives.

The debt securities and debt instruments the Sub-Fund will have the possibility to invest in, are not subject to any restrictions regarding the level of rating from one of the recognized rating agencies. In addition, the debt securities and debt instruments the Sub-Fund will have the possibility to invest in, may have no rating at all.

Strategies will be implemented in the following geographical areas:

- Europe,
- North America,
- Asia

The Sub-Fund is allowed incidentally investments in other geographical areas (such as area covered by credit default swaps (CDS) or credit indices and tranches of such indices).

Credit arbitrage is an investment strategy designed to profit from mispricings in the spread on credit products (see “Credit Arbitrage” below)

The Sub-Fund can invest in equity securities, warrants, bonds, other fixed-income securities and UCIs. For the purpose of both taking and hedging risks and/or the purpose of efficient portfolio management (which includes return enhancement), the Sub-Fund can also use derivative instruments and techniques, including, without limitation, forward, futures and options contracts, swaps transactions such as interest rates swaps, asset swaps, equity swaps, contracts for difference (CFDs), bond swaps, credit default swaps, index swaps (including credit indices such as CDX, iTraxx and tranches on those indices), currency swaps, repurchase transactions, reverse repurchase transactions, securities lending transactions, securities borrowing transactions.

For refinancing purpose, the whole portfolio can be concerned by repurchase, sell-buy back or securities lending transactions. The expected level within these operations is the range of 50% to 100% of the gross assets.

Reverse repurchase, buy-sell back or securities borrowing transactions will not exceed 25% of the gross assets and are expected to remain within the range of 0% to 10%.

For total return swaps the gross exposure (sum of absolute unrealised results) will not exceed 30% and is expected to remain within the range of 0% to 15% of the Net Asset Value.

To achieve its investment objectives and implement its investment strategies as described above, the Sub-Fund shall hold long and/or short positions on securities (directly or through financial derivatives). In addition, substantial leverage will be used in the investment program of the Sub-Fund. Leverage may take the form of trading on margin, investing in derivative

instruments that are inherently leveraged, and entering into other forms of borrowings.

In particular, substantial concentration may arise when the Sub-Fund holds a position which shows a superior risk/reward ratio. In particular, substantial concentration may arise when the Sub-Fund holds a position which shows a superior risk/reward ratio.

The Sub-Fund may sometimes concentrate its portfolio holdings in some industries, issuers or geographical areas which, in light of investment considerations, market risks and other factors, the AIFM believes will provide the best opportunity for high risk-adjusted appreciation in the value of the Sub-Fund's assets.

If considered appropriate to the investment strategy or for defensive purpose, the Sub-Fund may invest in government securities, debt instruments securities, money market instruments and hold cash, regardless of the investment policy described above.

### ➤ **Credit Arbitrage**

Credit arbitrage is an investment strategy designed to profit from mispricings in the spread on credit products. Price inefficiencies can be exploited between a debt security and its refinancing cost or the CDS premium of a related issuer. The Sub-Fund can also exploit price inefficiencies between correlated securities and/or instruments (bonds, equities or credit derivatives such as CDS indices, tranches) or between an issuer or a sector versus another issuer or another sector. The Sub-Fund will strive to construct a balanced portfolio of debt securities, tradeable CDS or credit indices while managing interest rate, credit and default risks to extract the spread they offer.

### ➤ **Leverage**

To enhance return, the AIFM may use leverage strategies by refinancing the Sub-Fund's assets (by into repurchase reverse- repurchase agreements or by borrowing or lending agreements) and by utilizing futures, options markets or any other derivatives. The Sub-Fund may from time to time be highly leveraged. While leverage can enhance the Sub-Fund's expected return, it can also increase portfolio volatility or losses.

In order to enable the Sub-Fund to obtain the desired investment exposure in the investment strategies and to construct the investment portfolio in an efficient manner, the AIFM, with respect to the Sub-Fund, has established a permanent credit facility with first class financial institution specialised in this kind of operations. The Sub-Fund will be able to borrow, repay and reborrow amounts under the credit facility, subject to its terms. The credit facilitator does have no recourse, for the satisfaction of its credit facility, against the other Sub-Funds of the Fund. The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund is 50 times of its Net Assets in accordance with the commitment method and 100 times of its total Net Assets in accordance with the gross method.

Under exceptional circumstances, the AIFM may use unsecured borrowings up to a maximum of 30% of its net assets, provided that it is on a temporary basis.

*In the context of hedging its assets and liabilities, the Sub-Fund may make use of the instruments described under "Chapter 3 - Investment and Restrictions".*

### ➤ **Investment strategy risk factors**

Money invested in the Sub-Fund can both increase and decrease in value and investment results may vary substantially over time. It is not certain that one will recover the entire amount of the invested capital. The Sub-Fund is only suitable to investors who understand and can bear the risk involved in an investment therein, including the risk of loss of the entire amount invested. An investment in the Sub-Fund is not intended to be a complete investment program for an investor. Past performance is not necessarily indicative of future results.

#### Credit Arbitrage:

The success of the Sub-Fund's investment activities will depend on the AIFM ability to identify

and exploit price discrepancies in the market, as well as managing interest rate, credit and default risks of the securities. Identification and exploitation of market opportunities involve uncertainty. No assurance can be given that the AIFM will be able to locate investment opportunities or to correctly exploit price discrepancies. In addition, evaluating credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult.

A reduction in the pricing inefficiency of the markets in which the Sub-Fund will seek to invest will reduce the scope for the Sub-Fund's investment strategies. In the event that the perceived mispricings and/or the effectiveness of prepayments underlying the Sub-Fund's positions were to fail to materialize as expected by the AIFM, the Sub-Fund could incur a loss.

The description of the risks involved in the Sub-Fund are described in "Chapter 4 – General Risk Factors".

### ➤ **Sustainable finance disclosure regulation**

The Sub-Fund complies with the provisions set forth in Article 6 of the Sustainable Finance Disclosure Regulation.

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities. Moreover, the Sub-Fund does not consider PAIs (Principal Adverse Impacts) on sustainability factors.

Investors are invited to read chapter 15 "Integration of Sustainability Risk" for further information on the integration of ESG factors and sustainability risks.

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## COMMISSIONS AND FEES PAID BY THE UNITHOLDERS

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<b>Subscription fee</b>	>	Maximum of 2% of the subscribed amount payable to the AIFM.
<b>Redemption fee</b>	>	Maximum of 2% of the redeemed amount payable to the AIFM.
<b>Conversion fee</b>	>	0%

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## EXPENSES BORN BY THE SUB-FUND

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### ➤ **Fees and other expenses (charged to the Sub-Fund)**

- **Management fee**  
For "A", "O" and "I" Units: maximum 2% p.a. payable quarterly and calculated pursuant to "Chapter 20 – Management Fee".
- **Performance fee**  
The performance fee is as described above on "Chapter 21 - Performance Fee".
- **Other Fee including Administration Fee**  
As specified in a fee schedule negotiated by the Sub-Fund, payable quarterly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question.
- **Depositary Fee**  
Maximum 0.10% p.a. payable monthly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question with a minimum of EUR 20,000 annually.
- **Other Fees and Commissions**  
Moreover, the Sub-Fund shall bear all of its operating costs. The details of the operating costs are stated in provision 7 of the of Management Regulations.

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## MARKETING OF UNITS

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### ➤ Units

Unit	Currency	Nature of Unit	ISIN
O Units	EUR	Capitalisation	LU0648560497
A Units	EUR	Capitalisation	LU1786065067
I Units	EUR	Capitalisation	LU2595420220

### ➤ Initial and subsequent subscription

Class of Units	Minimum initial subscription	Minimum subsequent subscription
O Units	EUR 100,000	EUR 1,000
A Units	EUR 100,000	EUR 1,000
I Units	EUR 10,000,000	EUR 1,000,000

### ➤ Subscription/Redemption/Conversion

Units may only be subscribed and held by well-informed investors within the meaning of Article 2 of the Law of 13 February 2007.

#### Subscription:

For O and I Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day preceding a Subscription Day.

For A Unit: Subscription requests must be received no later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day preceding a Subscription Day.

Subscription requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Subscription Day.

Payments for Unit(s) subscribed shall be received by the Depositary in EUR (for A & O, I Units) no later than 10:00 a.m. Luxembourg time on the last Luxembourg bank business day immediately preceding the relevant Subscription Day. Subscriptions may only be made in amount.

The Board of Directors may however accept a subscription request if a complete application form has been received after the cut-off time but no later than the Valuation Day or if the subscription money has been received no later than the Valuation Day, subject to the condition that the interests of any investor will not be harmed by this decision.

#### Redemption:

Notwithstanding the foregoing, unitholders in each Unit classes may redeem all or part of their Units on a Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: redemption request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Redemption Day after application of the redemption fees detailed below.

For A Units: redemption request must be received not later than 5 p.m.

Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Redemption Day, after application of the redemption fees detailed below.

Redemption requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Redemption Day.

All payments due pursuant to redemptions will be paid in principle no later than the last Luxembourg bank business day of the month of the Redemption Day.

The Board of Directors may however accept a redemption request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate the redemption and that the interests of any investor will not be harmed by this decision.

### **Conversion:**

Notwithstanding the foregoing, unitholders in each Units classes may convert all or part of their Units on Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: conversion request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Conversion Day after application of the conversion fees detailed below.

For A Units: conversion request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Conversion Day, after application of the conversion fees detailed below.

Conversion requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Conversion Day.

The Board of Directors may however accept a conversion request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate.

## **➤ Frequency of the net asset value (NAV) calculation**

The NAV is calculated monthly, as follows:

- (i) for the exclusive purpose of determining the prices of the Sub-Fund's assets and liabilities, Valuation Day shall mean the last Luxembourg bank business day of each month; and
- (ii) for the purpose of calculating the NAV (taking into account interests on Sub-Fund's assets and liabilities), Valuation Day shall mean the last calendar day of each month.

The Board of Directors may decide to determine additional NAVs during a year. The day of determination of such additional NAV will also represent a Valuation Day and the relevant NAVs will apply to subscription, redemption and conversion orders of Units as described under section "subscription/redemption/conversion" hereunder.

## **➤ Publication of the NAV**

At the registered office of the AIF.



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## ADDITIONAL INFORMATION

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### **Currency of the Sub-Fund**

EUR

### **Portfolio Manager**

The assets of the Sub-Fund are managed by the following portfolio manager:  
CIGOGNE MANAGEMENT, a public limited company incorporated under the laws of Luxembourg having its registered office at 18, Boulevard Royal L-2449 Luxembourg. It is under the supervisory authority of Commission de Surveillance du Secteur Financier.

### **Rate of the "taxe d'abonnement"**

The taxe d'abonnement (subscription tax) is 0.01% p.a. (net assets invested in UCI which are already subject to the taxe d'abonnement are exonerated from payment of this tax).

### **Contact for Subscriptions, redemptions, conversions and transfers**

UI efa S.A.  
Fax: +352 48 65 61 8002

### **Contact for documentation requests**

CIGOGNE MANAGEMENT S.A.  
Tel: +352 27 46 1

## Factsheet : CIGOGNE FUND – Convertible Arbitrage

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The Sub-Fund CIGOGNE FUND – Convertible Arbitrage (the “Sub-Fund”) is formed for an unlimited period.

The Sub-Fund is denominated in EUR (the “Reference Currency”).

For the purposes of this Sub-Fund, “Business Day” means a day on which banks in Luxembourg are open for business.

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### INVESTMENT POLICY

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#### ➤ Investment objective / Investment strategy

The investment objective of CIGOGNE FUND – Convertible Arbitrage, is to realize consistently high risk-adjusted appreciation in the value of its assets. The Sub-Fund will seek to achieve its investment objective by primarily using convertible arbitrage strategies on debt securities and debt instruments issued mainly by private issuers worldwide (including, without limitation, fixed rate bonds, variable rate bonds, hybrid bonds such as convertible bonds, contingent convertible bonds and mandatory bonds), equity securities and financial derivatives.

The debt securities and debt instruments the Sub-Fund will have the possibility to invest in, are not subject to any restrictions regarding the level of rating from one of the recognized rating agencies. In addition, the debt securities and debt instruments the Sub-Fund will have the possibility to invest in, may have no rating at all.

Strategies will be implemented in the following geographical areas:

- Europe,
- North America,
- Asia

The Sub-Fund is allowed incidentally investments in other geographical areas.

Convertible arbitrage is an investment strategy designed to profit from mispricings or expected return differentials that exist between a convertible bond and its underlying security (see “Convertible Arbitrage” below).

The Sub-Fund can invest in equity securities, warrants, bonds, other fixed-income securities and UCIs. For the purpose of both taking and hedging risks and/or the purpose of efficient portfolio management (which includes return enhancement), the Sub-Fund can also use derivative instruments and techniques, including, without limitation, forward, futures and options contracts, swaps transactions such as interest rates swaps, asset swaps, equity swaps, contracts for difference (CFDs), bond swaps, credit default swaps, index swaps (including credit indices such as CDX, iTraxx and tranches on those indices), currency swaps, repurchase transactions, reverse repurchase transactions, securities lending transactions, securities borrowing transactions.

For refinancing purpose, the whole portfolio can be concerned by repurchase, sell-buy back or securities lending transactions. The expected level within these operations is the range of 50% to 100% of the gross assets.

Reverse repurchase, buy-sell back or securities borrowing transactions will not exceed 50% of the gross assets and are expected to remain within the range of 0% to 30%.

For total return swaps the gross exposure (sum of absolute unrealised results) will not exceed 30% and is expected to remain within the range of 0% to 15% of the Net Asset Value.

To achieve its investment objectives and implement its investment strategies as described above, the Sub-Fund shall hold long and/or short positions on securities (directly or through financial derivatives). In addition, substantial leverage will be used in the investment program of the Sub-Fund. Leverage may take the form of trading on margin, investing in derivative instruments that are inherently leveraged, and entering into other forms of borrowings.

In particular, substantial concentration may arise when the Sub-Fund holds a position which shows a superior risk/reward ratio

The Sub-Fund may sometimes concentrate its portfolio holdings in some industries, issuers or geographical areas which, in light of investment considerations, market risks and other factors, the AIFM believes will provide the best opportunity for high risk-adjusted appreciation in the value of the Sub-Fund's assets.

If considered appropriate to the investment strategy or for defensive purpose, the Sub-Fund may invest in government securities, debt instruments securities, money market instruments and hold cash, regardless of the investment policy described above.

### ➡ **Convertible Arbitrage**

The AIFM seeks to identify areas of inefficiency in the global convertibles market. The Sub-Fund expects to purchase or sell convertible bonds, preferred stock, warrants or options that the AIFM determines are inexpensive or expensive relative to their underlying equity securities. These typically will be hedged by buying or selling the underlying securities or derivative instruments. The Sub-Fund will seek to profit from these positions through receipt of coupon interest or net dividend payments, rebates on short positions and changes in the relative market value of the instruments.

Convertible arbitrage positions may have to be held for a significant period of time to realize the expected profit.

The AIFM expects to quickly assess the financial impact of events and adeptly trade using its quantitative and fundamental analysis. After a position is established, the AIFM will manage the position by seeking to identify all variables that affect pricing in order to establish a position's corresponding sensitivities to market change. The AIFM will then attempt to dynamically hedge the variables. Hedging can occur with respect to each security or in aggregate at the portfolio level. Rate sensitivity associated with this investment strategy will be monitored and if appropriate, the portfolio will be hedged against interest rate fluctuations. The AIFM expects to use government securities and futures, among other instruments to hedge against rate sensitivity. The AIFM may employ various credit hedging methods on the investment grade and non-investment grade portions of its portfolio through the use of credit derivative products, including, but not limited, to credit default swaps and asset swaps.

### ➡ **Leverage**

To enhance return, the AIFM may use leverage strategies by refinancing the Sub-Fund's assets (by into repurchase, reverse- repurchase agreements, securities borrowing or lending agreements) and by utilizing futures, options markets or any other derivatives. The Sub-Fund may from time to time be highly leveraged. While leverage can enhance the Sub-Fund's expected return, it can also increase portfolio volatility or losses.

In order to enable the Sub-Fund to obtain the desired investment exposure in the investment strategies and to construct the investment portfolio in an efficient manner, the AIFM, with respect to the Sub-Fund, has established a permanent credit facility with first class financial institution specialised in this kind of operations. The Sub-Fund will be able to borrow, repay and reborrow amounts under the credit facility, subject to its terms. The credit facilitator does have no recourse, for the satisfaction of its credit facility, against the other Sub-Funds of the Fund.

Under exceptional circumstances, the AIFM may use unsecured borrowings up to a maximum of 30% of its net assets, provided that it is on a temporary basis.

The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund is 10 times of its Net Assets in accordance with the commitment method and 30 times of its total Net Assets in accordance with the gross method.

*In the context of hedging its assets and liabilities, the Sub-Fund may make use of the instruments described under "Chapter 3 - Investment and Restrictions".*

## ➤ Investment strategy risk factors

Money invested in the Sub-Fund can both increase and decrease in value and investment results may vary substantially over time. It is not certain that one will recover the entire amount of the invested capital. The Sub-Fund is only suitable to investors who understand and can bear the risk involved in an investment therein, including the risk of loss of the entire amount invested. An investment in the Sub-Fund is not intended to be a complete investment program for an investor. Past performance is not necessarily indicative of future results.

### Convertible Arbitrage.

The success of the Sub-Fund's investment activities will depend on the AIFM ability to identify and exploit price discrepancies in the market. Identification and exploitation of market opportunities involve uncertainty. No assurance can be given that the AIFM will be able to locate investment opportunities or to correctly exploit price discrepancies. A reduction in the pricing inefficiency of the markets in which the Sub-Fund will seek to invest will reduce the scope for the Sub-Fund's investment strategies. In the event that the perceived mispricings underlying the Sub-Fund's positions were to fail to materialize as expected by the AIFM, the Sub-Fund could incur a loss.

The description of the risks involved in the Sub-Fund are described in "Chapter 4 – General Risk Factors".

## ➤ Sustainable finance disclosure regulation

The Sub-Fund complies with the provisions set forth in Article 6 of the Sustainable Finance Disclosure Regulation.

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities. Moreover, the Sub-Fund does not consider PAIs (Principal Adverse Impacts) on sustainability factors.

Investors are invited to read chapter 15 "Integration of Sustainability Risk" for further information on the integration of ESG factors and sustainability risks.

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## COMMISSIONS AND FEES PAID BY THE UNITHOLDERS

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<b>Subscription fee</b>	>	Maximum of 2% of the subscribed amount payable to the AIFM.
<b>Redemption fee</b>	>	Maximum of 2% of the redeemed amount payable to the AIFM.
<b>Conversion fee</b>	>	0%

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## EXPENSES BORN BY THE SUB-FUND

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### ➤ Fees and other expenses (charged to the Sub-Fund)

- **Management fee**  
For "A", "O" and "I" Units: maximum 2% p.a. payable quarterly and calculated pursuant to "Chapter 20 – Management Fee".
- **Performance fee**  
The performance fee is as described above on "Chapter 21 - Performance Fee".
- **Other Fee including Administration Fee**  
As specified in a fee schedule negotiated by the Sub-Fund, payable quarterly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question.
- **Depositary Fee**

Maximum 0.10% p.a. payable monthly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question with a minimum of EUR 20,000 annually.

**- Other Fees and Commissions**

Moreover, the Sub-Fund shall bear all of its operating costs. The details of the operating costs are stated in provision 7 of the of Management Regulations.

## MARKETING OF UNITS

### Units

Unit	Currency	Nature of Unit	ISIN
O Units	EUR	Capitalisation	LU0648560570
A Units	EUR	Capitalisation	LU1786064920
I Units	EUR	Capitalisation	LU2595420576

### Initial and subsequent subscription

Class of Units	Minimum initial subscription	Minimum subsequent subscription
O Units	EUR 100,000	EUR 1,000
A Units	EUR 100,000	EUR 1,000
I Units	EUR 10,000,000	EUR 1,000,000

### Subscription/Redemption/Conversion

Units may only be subscribed and held by well-informed investors within the meaning of Article 2 of the Law of 13 February 2007.

#### Subscription:

For O and I Unit: Subscription requests must be received no later than 5 p.m. Luxembourg Time on the third (3) Luxembourg bank business day preceding a Subscription Day.

For A Unit: Subscription requests must be received no later than 5 p.m. Luxembourg Time on the second (2) Luxembourg bank business day preceding a Subscription Day.

Subscription requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Subscription Day.

Payments for Unit(s) subscribed shall be received by the Depositary in EUR (for A & O, I Units) no later than 10:00 a.m. Luxembourg time on the last Luxembourg bank business day immediately preceding the relevant Subscription Day. Subscriptions may only be made in amount.

The Board of Directors may however accept a subscription request if a complete application form has been received after the cut-off time but no later than the Valuation Day or if the subscription money has been received no later than the Valuation Day, subject to the condition that the interests of any investor will not be harmed by this decision.

#### Redemption:

Notwithstanding the foregoing, unitholders in each Unit classes may redeem all or part of their Units on a Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: redemption request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Redemption Day after application of the redemption fees detailed below.

For A Units: redemption request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Redemption Day, after application of the redemption fees detailed below.

Redemption requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Redemption Day.

All payments due pursuant to redemptions will be paid in principle no later than the last Luxembourg bank business day of the month of the Redemption Day.

The Board of Directors may however accept a redemption request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate the redemption and that the interests of any investor will not be harmed by this decision.

### **Conversion:**

Notwithstanding the foregoing, unitholders in each Units classes may convert all or part of their Units on Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: conversion request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Conversion Day after application of the conversion fees detailed below.

For A Units: conversion request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Conversion Day, after application of the conversion fees detailed below.

Conversion requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Conversion Day.

The Board of Directors may however accept a conversion request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate.

## **➤ Frequency of the net asset value (NAV) calculation**

The NAV is calculated monthly, as follows:

- (i) for the exclusive purpose of determining the prices of the Sub-Fund's assets and liabilities, Valuation Day shall mean the last Luxembourg bank business day of each month; and
- (ii) for the purpose of calculating the NAV (taking into account interests on Sub-Fund's assets and liabilities), Valuation Day shall mean the last calendar day of each month.

The Board of Directors may decide to determine additional NAVs during a year. The day of determination of such additional NAV will also represent a Valuation Day and the relevant NAVs will apply to subscription, redemption and conversion orders of Units as described under section "subscription/redemption/conversion" hereunder.

## **➤ Publication of the NAV**

At the registered office of the AIF.

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## ADDITIONAL INFORMATION

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### **Currency of the Sub-Fund**

EUR

### **Portfolio Manager**

The assets of the Sub-Fund are managed by the following portfolio manager:  
CIGOGNE MANAGEMENT, a public limited company incorporated under the laws of Luxembourg having its registered office at 18, Boulevard Royal L-2449 Luxembourg. It is under the supervisory authority of Commission de Surveillance du Secteur Financier.

### **Rate of the "taxe d'abonnement"**

The taxe d'abonnement (subscription tax) is 0.01% p.a. (net assets invested in UCI which are already subject to the taxe d'abonnement are exonerated from payment of this tax).

### **Contact for Subscriptions, redemptions, conversions and transfers**

UI efa S.A.  
Fax: +352 48 65 61 8002

### **Contact for documentation requests**

CIGOGNE MANAGEMENT S.A.  
Tel: +352 27 46 1

## Factsheet : CIGOGNE FUND – CLO Arbitrage

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The Sub-Fund CIGOGNE FUND – CLO Arbitrage (the “Sub-Fund”) is formed for an unlimited period.

The Sub-Fund is denominated in EUR (the “Reference Currency”).

For the purposes of this Sub-Fund, “Business Day” means a day on which banks in Luxembourg are open for business.

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### INVESTMENT POLICY

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#### ➤ Investment objective / Investment strategy

The investment objective of CIGOGNE FUND – CLO Arbitrage, is to realize consistently high risk-adjusted appreciation in the value of its assets. The Sub-Fund will seek to achieve its investment objective by primarily using arbitrage strategies on all types of debt securities and debt instruments issued by public and/or private issuers worldwide, including, without limitation, fixed rate bonds, variable rate bonds, inflation linked bonds, collateralised debt obligations and collateralised loan obligations. The debt securities and debt instruments the Sub-Fund will have the possibility to invest in, are not subject to any restrictions regarding the level of rating from one of the recognized rating agencies. In addition, the debt securities and debt instruments the Sub-Fund will have the possibility to invest in, may have no rating at all.

Strategies will be mainly implemented in the following geographical areas:

- Europe.

The Sub-Fund is allowed incidentally investments in other geographical areas.

The weighting of a particular category of securities and instruments in the Sub-Fund's portfolio will depend on the conditions on the financial markets at the time of the investment and/or the outlook of these markets. In normal market conditions, the weight of asset backed securities (mainly collateralised loan obligations backed by European corporate loans) will be near 100%.

The Sub-Fund primarily focuses on CLO arbitrage, an investment strategy designed to profit from mispricings in the spread on CLOs (see “CLO Arbitrage” below).

The Sub-Fund can invest in securities, warrants, bonds, other fixed-income securities and UCIs.

The Sub-Fund may hold cash, cash deposits, money market instruments, shares or units of open-ended undertakings for collective investment invested in cash deposits and/or money market instruments in such proportions as will depend on the conditions and long-term outlooks of the markets.

If considered appropriate to the investment strategy or for defensive purposes, the Sub-Fund may, according to the principle of risk spreading, invest the assets not allocated to trading as described here above, in instruments such as transferable debt securities and/or money market instruments and/or hold cash.

The derivatives instruments are used for investment purposes and efficient portfolio management. Where the Sub-Fund uses derivatives instruments (inter alia securities lending, repurchase, reverse repurchase transactions) the underlying consists of instruments in which the Sub-Fund may invest according to its Investment Objective.



For refinancing purpose, the whole portfolio (100% of the gross assets) can be concerned by repurchase, sell-buy back or securities lending transactions. The expected level within these operations is the range of 50% to 100% of the gross assets.

Reverse repurchase, buy-sell back or securities borrowing transactions will not exceed 50% of the gross assets and are expected to remain within the range of 0% to 25%.

For total return swaps the gross exposure (sum of absolute unrealised results) will not exceed 30% and is expected to remain within the range of 0% to 15% of the Net Asset Value

To achieve its investment objectives and implement its investment strategies as described above, the Sub-Fund shall hold long and/or short positions on securities (directly or through financial derivatives). In addition, substantial leverage will be used in the investment program of the Sub-Fund. Leverage may take the form of trading on margin, investing in derivative instruments that are inherently leveraged, and entering into other forms of borrowings.

In particular, substantial concentration may arise when the Sub-Fund holds a position which shows a superior risk/reward ratio

The Sub-Fund may sometimes concentrate its portfolio holdings in some industries, issuers or geographical areas which, in light of investment considerations, market risks and other factors, the AIFM believes will provide the best opportunity for high risk-adjusted appreciation in the value of the Sub-Fund's assets.

If considered appropriate to the investment strategy or for defensive purpose, the Sub-Fund may invest in government securities, debt instruments securities, money market instruments and hold cash, regardless of the investment policy described above.

### ➤ CLO Arbitrage

CLO Arbitrage is an investment strategy designed to profit from mispricings in the credit spread on CLOs. Price inefficiencies can be exploited between a CLO and its refinancing cost or the CDS spread of a related market. The Sub-Fund will strive to construct a balanced portfolio while managing interest rate and prepayment risks of these securities in order to extract the spread they offer.

The portfolio will include mostly CLOs rated in the highest investment categories by rating agencies.

### ➤ Leverage

To enhance return, the AIFM may use leverage strategies by refinancing the Sub-Fund's assets (by into repurchase, reverse-repurchase agreements, securities borrowing or lending agreements) and by utilizing futures, options markets or any other derivatives. The Sub-Fund may from time to time be highly leveraged. While leverage can enhance the Sub-Fund's expected return, it can also increase portfolio volatility or losses.

In order to enable the Sub-Fund to obtain the desired investment exposure in the investment strategies and to construct the investment portfolio in an efficient manner, the AIFM, with respect to the Sub-Fund, has established a permanent credit facility with first class financial institution specialised in this kind of operations. The Sub-Fund will be able to borrow, repay and reborrow amounts under the credit facility, subject to its terms. The credit facilitator does have no recourse, for the satisfaction of its credit facility, against the other Sub-Funds of the Fund.

Under exceptional circumstances, the AIFM may use unsecured borrowings up to a maximum of 30% of its net assets, provided that it is on a temporary basis.

The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund is 5 times of its Net Assets in accordance with the commitment method and 10 times of its total Net

Assets in accordance with the gross method.

*In the context of hedging its assets and liabilities, the Sub-Fund may make use of the instruments described under “Chapter 3 - Investment and Restrictions”.*

### ➤ Investment strategy risk factors

Money invested in the Sub-Fund can both increase and decrease in value and investment results may vary substantially over time. It is not certain that one will recover the entire amount of the invested capital. The Sub-Fund is only suitable to investors who understand and can bear the risk involved in an investment therein, including the risk of loss of the entire amount invested. An investment in the Sub-Fund is not intended to be a complete investment program for an investor. Past performance is not necessarily indicative of future results.

#### CLO Arbitrage.

The success of the Sub-Fund's investment activities will depend on the AIFM ability to identify and exploit price discrepancies in the market. Identification and exploitation of market opportunities involve uncertainty. No assurance can be given that the AIFM will be able to locate investment opportunities or to correctly exploit price discrepancies. A reduction in the pricing inefficiency of the markets in which the Sub-Fund will seek to invest will reduce the scope for the Sub-Fund's investment strategies. In the event that the perceived mispricings underlying the Sub-Fund's positions were to fail to materialize as expected by the AIFM, the Sub-Fund could incur a loss.

The description of the risks involved in the Sub-Fund are described in “Chapter 4 – General Risk Factors”.

### ➤ Sustainable finance disclosure regulation

The Sub-Fund complies with the provisions set forth in Article 6 of the Sustainable Finance Disclosure Regulation.

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities. Moreover, the Sub-Fund does not consider PAIs (Principal Adverse Impacts) on sustainability factors.

Investors are invited to read chapter 15 “Integration of Sustainability Risk” for further information on the integration of ESG factors and sustainability risks.

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## COMMISSIONS AND FEES PAID BY THE UNITHOLDERS

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<b>Subscription fee</b>	>	Maximum of 2% of the subscribed amount payable to the AIFM.
<b>Redemption fee</b>	>	Maximum of 2% of the redeemed amount payable to the AIFM.
<b>Conversion fee</b>	>	0%

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## EXPENSES BORN BY THE SUB-FUND

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### ➤ Fees and other expenses (charged to the Sub-Fund)

- **Management fee**  
For “A”, “O” and “I” Units: maximum 2% p.a. payable quarterly and calculated pursuant to “Chapter 20 – Management Fee”.
- **Performance fee**  
The performance fee is as described above on “Chapter 21 - Performance Fee”.
- **Other Fee including Administration Fee**

As specified in a fee schedule negotiated by the Sub-Fund, payable quarterly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question.

- **Depository Fee**

Maximum 0.10% p.a. payable monthly and calculated on the basis of the average net assets of the Sub-Fund for the quarter in question with a minimum of EUR 20,000 annually.

- **Other Fees and Commissions**

Moreover, the Sub-Fund shall bear all of its operating costs. The details of the operating costs are stated in provision 7 of the Management Regulations.

## MARKETING OF UNITS

### Units

Unit	Currency	Nature of Unit	ISIN
O Units	EUR	Capitalisation	LU0563588119
A Units	EUR	Capitalisation	LU1633811259
I Units	EUR	Capitalisation	LU1633812810

### Initial and subsequent subscription

Class of Units	Minimum initial subscription	Minimum subsequent subscription
O Units	EUR 100,000	EUR 1,000
A Units	EUR 100,000	EUR 1,000
I Units	EUR 10,000,000	EUR 1,000,000

### Subscription/Redemption/Conversion

Units may only be subscribed and held by well-informed investors within the meaning of Article 2 of the Law of 13 February 2007.

#### Subscription:

For O and I Unit: Subscription requests must be received no later than 5 p.m. Luxembourg Time on the third (3) Luxembourg bank business day preceding a Subscription Day.

For A Unit: Subscription requests must be received no later than 5 p.m. Luxembourg Time on the second (2) Luxembourg bank business day preceding a Subscription Day.

Subscription requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Subscription Day.

Payments for Unit(s) subscribed shall be received by the Depositary in EUR (for A & O, I Units) no later than 10:00 a.m. Luxembourg time on the last Luxembourg bank business day immediately preceding the relevant Subscription Day. Subscriptions may only be made in amount.

The Board of Directors may however accept a subscription request if a complete application form has been received after the cut-off time but no later than the Valuation Day or if the subscription money has been received no later than the Valuation Day, subject to the condition that the interests of any investor will not be harmed by this decision.

#### Redemption:

Notwithstanding the foregoing, unitholders in each Unit classes may redeem all or part of their Units on a Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: redemption request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Redemption Day after application of the redemption fees detailed below.

For A Units: redemption request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Redemption Day, after application of the redemption fees detailed below.

Redemption requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Redemption Day.

All payments due pursuant to redemptions will be paid in principle no later than the last Luxembourg bank business day of the month of the Redemption Day.

The Board of Directors may however accept a redemption request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate the redemption and that the interests of any investor will not be harmed by this decision.

#### **Conversion:**

Notwithstanding the foregoing, unitholders in each Units classes may convert all or part of their Units on Trade Date while respecting the applicable notice period of each Unit class.

For O and I Units: conversion request must be received not later than 5 p.m. Luxembourg time on the third (3) Luxembourg bank business day before the previous Trade Date in order to be executed against the relevant NAV on the Conversion Day after application of the conversion fees detailed below.

For A Units: conversion request must be received not later than 5 p.m. Luxembourg time on the second (2) Luxembourg bank business day before the Trade Date in order to be executed against the relevant NAV on the Conversion Day, after application of the conversion fees detailed below.

Conversion requests will, if accepted, be dealt on the basis of the relevant NAV of the Valuation Day immediately preceding the Conversion Day.

The Board of Directors may however accept a conversion request if a complete application form has been received after the relevant Cut-Off Time but no later than the Valuation Day, subject to the condition that the relevant Sub-Fund has sufficient liquid assets to accommodate.

#### **➡ Frequency of the net asset value (NAV) calculation**

The NAV is calculated monthly, as follows:

- (i) for the exclusive purpose of determining the prices of the Sub-Fund's assets and liabilities, Valuation Day shall mean the last Luxembourg bank business day of each month; and
- (ii) for the purpose of calculating the NAV (taking into account interests on Sub-Fund's assets and liabilities), Valuation Day shall mean the last calendar day of each month.

The Board of Directors may decide to determine additional NAVs during a year. The day of determination of such additional NAV will also represent a Valuation Day and the relevant NAVs will apply to subscription, redemption and conversion orders of Units as described under section

"subscription/redemption/conversion" hereunder.

➔ **Publication of the NAV**

At the registered office of the AIF.

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**ADDITIONAL INFORMATION**

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**Currency of the Sub-Fund**

EUR

**Portfolio Manager**

The assets of the Sub-Fund are managed by the following portfolio manager:  
CIGOGNE MANAGEMENT, a public limited company incorporated under the laws of Luxembourg having its registered office at 18, Boulevard Royal L-2449 Luxembourg. It is under the supervisory authority of Commission de Surveillance du Secteur Financier.

**Rate of the "taxe d'abonnement"**

The taxe d'abonnement (subscription tax) is 0.01% p.a. (net assets invested in UCI which are already subject to the taxe d'abonnement are exonerated from payment of this tax).

**Contact for Subscriptions, redemptions, conversions and transfers**

UI efa S.A.  
Fax: +352 48 65 61 8002

**Contact for documentation requests**

CIGOGNE MANAGEMENT S.A.  
Tel: +352 27 46 1