



QUADRIGA FUNDS S.C.A., SICAV SIF
a société en commandite par actions
qualifying as
a société d'investissement à capital variable - fonds d'investissement spécialisé

Registered pursuant to the Luxembourg law of February 13, 2007 on specialized investment funds, as amended or supplemented from time to time

INVESTMENT MEMORANDUM

1 January 2021

The General Partner of the Fund (as defined hereafter) is responsible for the information contained in this Investment Memorandum. To the best of the knowledge of the General Partner (who has taken all reasonable care to ensure that this is the case), the information contained in this Investment Memorandum is considered to be accurate at the date of its publication and does not omit anything likely to affect the importance of such information. To reflect material changes, this Investment Memorandum will be updated from time to time and potential subscribers should enquire with the Fund as to the issue of any later or updated Investment Memorandum.

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1. IMPORTANT INFORMATION

PROSPECTIVE INVESTORS SHOULD READ THIS INVESTMENT MEMORANDUM CAREFULLY BEFORE DECIDING WHETHER TO PURCHASE SHARES IN THE FUND OR IN A SPECIFIC SUB-FUND AND SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION UNDER THE SECTION "GENERAL RISK CONSIDERATIONS".

THE FUND, THE SUB-FUNDS AND THE INVESTMENTS IN WHICH THEY INVEST ARE SPECULATIVE INVESTMENTS AND INVOLVE SIGNIFICANT RISKS. INVESTMENT IN THE FUND SHOULD BE REGARDED AS A LONG-TERM INVESTMENT. THERE CAN BE NO ASSURANCE THAT THE SUB-FUND'S INVESTMENT OBJECTIVE WILL BE ACHIEVED AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY OVER TIME.

INVESTMENT IN THE FUND MAY NOT BE SUITABLE FOR ALL INVESTORS AND AS SUCH PROSPECTIVE INVESTORS SHOULD BE AWARE THAT INVESTMENT IN THE FUND CARRIES A SIGNIFICANT DEGREE OF RISK. THE FUND IS ONLY SUITABLE FOR INVESTMENT BY INVESTORS WHO ARE AWARE OF AND UNDERSTAND THE RISKS INVOLVED AND ARE ABLE TO WITHSTAND THE LOSS OF ALL OR A SIGNIFICANT PORTION OF THEIR INVESTMENT. INVESTMENT IN THE FUND IS NOT INTENDED TO BE A COMPLETE INVESTMENT PROGRAM FOR ANY INVESTOR. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER (I) WHETHER AN INVESTMENT IN SHARES IS SUITABLE FOR THEM IN LIGHT OF THEIR CIRCUMSTANCES AND FINANCIAL RESOURCES AND (II) THE RELEVANT APPENDIX.

QUADRIGA FUNDS S.C.A., SICAV SIF (the "Fund") is a *société en commandite par actions* incorporated under the laws of the Grand Duchy of Luxembourg as an investment company with variable share capital (*société d'investissement à capital variable* (SICAV)), established as a specialized investment fund (*Fonds d'Investissement Spécialisé (SIF)*). The Fund is registered pursuant to the Luxembourg law dated 13 February 2007 on specialized investment funds, as amended from time to time (the "Law of 2007").

The Fund and its Sub-Funds are managed by Auriga Investments S.à r.l. (the "General Partner"). The General Partner is offering Ordinary Shares of one or several separate Sub-Funds on the basis of the information contained in the current Investment Memorandum and its appendices which are deemed to be an integral part of the Investment Memorandum, the articles of incorporation of the Fund (the "Articles") and the subscription agreement of the Fund (collectively referred to as the "Offering Documents"). The specific details of each Sub-Fund are set forth in the relevant Appendix. No person has been authorized to issue any advertisement or to give any information or to make any representations concerning the Fund other than as contained in the Investment Memorandum and any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations contained in this Investment Memorandum shall be solely at the risk of the prospective investor.

According to the law of 12 July 2013 on Alternative Investment Fund Managers, the Fund being a collective investment undertaking which (i) raises capital from a number of investors, with a view to invest it in accordance with its investment policy for the benefit of those investors and (ii) does not require authorization pursuant to Article 5 of Directive 2009/65/EC, it will be qualified as an alternative investment fund, within the meaning of the corpus of rules formed by (a) Directive 2011/61/EC of the European Parliament and of the Council of 8 June 2011 on alternative investment fund managers (the "AIFM Directive"), (b) the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the Directive (the "AIFM Regulation"), (c) the 2013 Law and (d) any binding guideline or other delegated act and regulation issued from time to time by any relevant authorities in respect of the AIFM Directive (together the "AIFM Rules").

The General Partner has appointed **Quadriga Asset Managers, S.G.I.I.C., S.A.**, a Spanish *sociedad anónima*, having its registered office at Cuesta del Sagrado Corazón, n.6-8, 28016 Madrid, Spain and registered with the “*Comision Nacional del Mercado de Valores*” under number 242 as external Alternative Investment Fund Manager, the AIFM has been authorized in accordance with the provisions of Chapter 2 of the Law of 2013.

Important: Considering the qualification of a subscriber or a transferee as Well-Informed Investor, the General Partner will have due regard to the applicable laws and regulations (if any) of the CSSF. Well-Informed Investors subscribing in their own name, but on behalf of a third party, must certify that such subscriptions are made on behalf of a Well-Informed Investor as aforesaid and the General Partner and/or the Registrar and/or Transfer Agent and/or the Auditor acting for and on behalf of the Fund may require at its sole discretion, evidence that the beneficial owner of the Shares is a Well-Informed Investor. The holding at any time of any Ordinary Shares by a party which does not satisfy the requirements for Eligible Investors may result in the compulsory redemption of such Ordinary Shares by the General Partner.

This confidential Investment Memorandum shall be maintained in strict confidence. Each recipient hereof acknowledges and agrees that the content of this Investment Memorandum constitutes the proprietary and confidential information of the Fund and that the Fund derives independent economic value from such information not being generally known and that such information is the subject of reasonable efforts to maintain its secrecy. The recipient further agrees that the content of this Investment Memorandum is a trade secret, the disclosure of which will cause substantial and irreparable competitive harm to the affected parties or their respective businesses. Notwithstanding the foregoing, a recipient may provide this Investment Memorandum to its own legal, tax, accounting and other professional advisers bound by a duty of confidentiality solely for the purpose of evaluating a potential investment in the Fund. The existence and nature of all conversations regarding the Fund and the Investment Memorandum must be kept strictly confidential.

This copy of the Investment Memorandum is for the exclusive use of the intended recipient and should be returned to the Fund immediately upon request if a non-electronically version has been provided and otherwise should be destroyed. The intended recipient must not forward, transmit, distribute, copy or otherwise reproduce this Investment Memorandum in any manner whatsoever. If this Investment Memorandum has been received by any person other than an intended recipient or from any sender other than the Fund (except for any duly appointed intermediary or prime broker and any named licensed entity who is appointed by the General Partner to provide certification of an investors Well Informed status), then there is a presumption that this Investment Memorandum has been improperly reproduced and distributed, in which case the Fund disclaims any responsibility for its content and use.

This Investment Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Fund and should not be reproduced or used for any other purpose.

The Ordinary Shares are restricted and are suitable only to certain Eligible Investors and all restrictions on distributions in specific jurisdictions set forth below are to be construed accordingly. The Fund will refuse (i) to issue Ordinary Shares to natural persons and to companies that cannot be qualified as Eligible Investors within the meaning of the Law of 2007 and (ii) to make any transfer of Ordinary Shares to the extent that such transfer would result in a non-Eligible Investor becoming a Shareholder. The Fund, at its sole discretion, may refuse the issue or the transfer of Ordinary Shares if no sufficient evidence exists that the company or entity to which the Ordinary Shares should be issued or transferred is an Eligible Investor. In order to determine whether a purchaser or transferee of Ordinary Shares may be qualified as an Eligible Investor, the Fund will refer to the recommendations made by the relevant supervisory

authorities. Generally, the Fund may, at its sole discretion and without any liability, reject any application for subscription of Ordinary Shares and proceed, at any time, to the compulsory redemption of all the Ordinary Shares held by a non-Eligible Investor.

Subject to any applicable law and what is stated in the current Investment Memorandum, Eligible Investors may invest in any Sub-Fund offered by the Fund. Shareholders should choose the Sub-Fund that best suits their specific risk and return expectations as well as their diversification needs. A separate pool of assets will be maintained for each Sub-Fund and will be invested in accordance with the investment policy applicable to the relevant Sub-Fund in meeting its investment objectives.

Potential investors should note that some Sub-Funds may be established as a closed-end investment sub-fund and redemption of Shares in this specific Sub-Fund may not be permitted or may be restricted.

The distribution of the Investment Memorandum and the offering of the Ordinary Shares may be restricted in certain jurisdictions. The Investment Memorandum 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 Investment Memorandum and of any person wishing to subscribe for Ordinary Shares to inform themselves of and to observe all applicable laws and regulations of relevant jurisdictions.

Luxembourg – the Fund has been licensed by the *Commission de Surveillance du Secteur Financier* in Luxembourg. The Fund is aimed at Eligible Investors only and public offering in or from Luxembourg may be carried out in respect of the Fund. Eligible Investors are Institutional Investors, Professional Investors and/or Well-informed Investors within the meaning of article 2 of the Law of 2007. Well-informed Investors are Investors who (i) adhere in writing to the status of well-informed investors and (ii) either invest a minimum of one hundred twenty-five thousand Euro (EUR 125,000.-) in the Fund or benefit from a certificate delivered by a credit institution within the meaning of Directive 2006/48/EC, another investment company within the meaning of Directive 2004/39/EC or a management company within the meaning of Directive 2009/65/EC stating that they are experienced enough to appreciate in an adequate manner an investment in a specialized investment fund. Marketing in an EEA member state other than the Grand Duchy of Luxembourg under the passport of the AIFM in accordance with the provisions of the 2013 Law is restricted to professional investors. Additionally, in certain EEA jurisdictions, other investors may qualify as eligible investors. Investors in a non-EEA member state may be authorised to invest in accordance with the applicable laws and regulations of Luxembourg and of the relevant investor's jurisdiction. Investors have to make their own assessment of the conditions of their participation in the Fund. Accordingly, it is the responsibility of participating investors to determine whether their rights and obligations as shareholders are suitable for them. Any registration with the *Commission de Surveillance du Secteur Financier* does not imply a positive assessment by the latter of the contents of the Investment Memorandum or of the quality of the Shares (as defined hereafter) offered to sale. Any representation to the contrary is unauthorized and unlawful.

Unless otherwise expressly specified in the relevant Appendix of the relevant Sub-Fund, the Shares of the Fund are not registered under the United States Securities Act of 1933 (the 1933 Act) or the Investment Fund Act of 1940 (the 1940 Act) or any other applicable legislation in the United States. Accordingly Shares of the Fund may not be offered, sold, resold, transferred or delivered directly or indirectly, in the United States or to, or for the account of, or benefit of, any US Person. Applicants for the purchase of Shares of the Fund will be required not to be US Persons. Holders of Shares are required to notify the General Partner of any change in their non-US Person status. Prospective investors are advised to consult their legal counsel prior to investing in Shares of the Fund in order to ascertain their status as non-US Persons.

The Fund may refuse to issue Shares to US Persons or to register any transfer of Shares to any US Person. Moreover, the Fund may at any time forcibly redeem the Shares held by any US Person.

The Articles give powers to the General Partner to impose such restrictions as they may think necessary for the purpose of ensuring that no Shares in the Fund are acquired or held by any person in breach of the law or the requirements of any country or governmental authority or by any person in circumstances which in the opinion of the General Partner might result in the Fund incurring any liability or taxation or suffering any other disadvantage which the Fund may not otherwise have incurred or suffered (such persons being referred to as the "**Prohibited Persons**"). The General Partner of the Fund may compulsorily redeem all Ordinary Shares held by any such persons with any costs to be borne by any such persons.

Each applicant for Ordinary Shares shall certify that it is an Eligible Investor. A mention thereof is provided in the Subscription Application Form.

Prospective investors should inform themselves and should take appropriate advice on the legal requirements as to possible tax 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, redemption or disposal of the Ordinary Shares of the Fund. **It is the responsibility of prospective investors to inform themselves as to the tax and other consequences to them of subscribing, buying, selling or otherwise transferring or redeeming Ordinary Shares under the laws of the state(s) in which they are or may be taxable.**

The value of the Shares may fall as well as rise and an investor may not ultimately retrieve the amount initially invested. Income from the Shares will fluctuate in money terms and changes in rates of exchange will, among other things, cause the value of Shares to increase or decrease. The levels and bases of, and relief from, taxation may change.

In addition, the Fund's investments are subject to market fluctuations and the risks inherent in all investments and there can be no assurances that appreciation will occur. It will be the policy of the Fund to maintain a diversified portfolio of investments so as to minimise risk.

In compliance with the Law of 2007 and the Law of 2013, the Depositary (as defined hereafter) is responsible for the deposit of the assets of the Fund. The AIFM may appoint a prime broker in accordance with the rules of Luxembourg law and in particular with the Law of 2013 and the CSSF circular 08/372 (Guidelines for depositaries of specialised investment funds adopting alternative investment strategies, where those funds use the services of a prime broker) as may be amended from time to time, not necessarily being incorporated in Luxembourg. Appointment of a prime broker will be made in a way that the Depositary is at all times capable to carry out its functions as depositary of the Fund under Luxembourg law. The prime broker will be a financial entity (i) experienced in the contemplated financial transactions and (ii) supervised by an official financial supervisory authority in its country of establishment as such authority has a quality comparable to the one of the supervisory authority in member states of the European Union. The prime broker or the delegate of such prime broker may hold the assets of the Fund and will be able at any time to inform the Depositary on the assets as required under Luxembourg law. Also the Depositary will have the right to request from the Fund to dismiss the prime broker in case the Depositary deems such dismissal to be in the best interest of the investors in the Fund. The Fund will dismiss a prime broker in case it does not comply with the requirements aimed at prime brokers for specialized investment funds under Luxembourg law.

Forward-Looking Statements

- (i) This Investment Memorandum and the documents referenced or incorporated by reference herein and any additional written materials furnished to the investor by or on behalf of the Fund may contain forward-looking statements with respect to the Fund and its financial condition, results of operations, business and prospects. Statements that are not historical facts may include forward-looking statements.
- (ii) The words “believe,” “expect,” “anticipate,” “hope,” “intend,” “may,” “will,” “should,” “could,” “potential,” “continue,” “estimate,” “predict,” “project,” “forecast,” “assume” and “plan” and similar expressions, or the negative of such expressions, may identify forward-looking statements. Additionally, any statements concerning future financial performance (including, but not limited to, future revenues, earnings or growth rates), ongoing or anticipated business objectives, strategies or prospects and possible future actions or plans by the Fund also are forward-looking statements.
- (iii) Forward-looking statements are based on the Fund's current expectations or beliefs regarding future events or circumstances, and investors are cautioned not to place undue reliance on such forward-looking statements. Forward-looking statements are subject to numerous estimates and assumptions, known and unknown risks and uncertainties. A number of factors, many of which are out of the Funds' control and are difficult to forecast, could cause actual future results to differ materially from those projected or implied in such forward-looking statements. While it is impossible to identify all such factors, those factors described under the “Risk Considerations” section of this Investment Memorandum include some of the factors which could cause actual results to differ materially from those expressed or implied in any forward-looking statements. All of the forward-looking statements contained in this Investment Memorandum and the documents referenced or incorporated by reference herein, and in any additional written materials furnished to the Investor by or on behalf of the Fund, should be considered in light of these and other risk factors.
- (iv) The forward-looking statements contained in this Investment Memorandum are as of the date appearing on the front page of this Investment Memorandum, and the forward-looking statements contained in the documents referenced or incorporated by reference herein and in any additional written materials furnished to prospective investors by or on behalf of the Fund are as of the respective dates stated in those documents. The Fund disclaims any obligation to update, review or revise any forward-looking statements to reflect any change in expectations or assumptions with regard thereto or to reflect anticipated or unanticipated events or circumstances occurring (i) with respect to this Investment Memorandum, after the date appearing on the front page of this Investment Memorandum, and (ii) with respect to the documents referenced or incorporated by reference herein and any additional written materials furnished to prospective investors by or on behalf of the Fund, after the respective dates of such documents.
- (v) All forward-looking statements attributable to the Fund or any person acting on its behalf are expressly qualified in their entirety by this cautionary statement.

Statements made in this Investment Memorandum are based on applicable laws and regulations in force at the date hereof and are subject to changes therein. Neither the delivery of this Investment Memorandum nor the offer, issue or sale of the Shares shall, under any circumstances, constitute a representation that the information contained in this Investment Memorandum is correct as of any time subsequent to the date hereof.

In the event that any provision of the Articles is inconsistent with or contrary to the description in or terms of this Investment Memorandum, the Articles shall prevail.

Capitalised terms, if not otherwise defined in this Investment Memorandum, will have the meanings given to them in the Articles.

This Investment Memorandum is written in the English language only, which language shall be controlling in all respects. In case of translation, the English version will prevail.

2. DIRECTORY

FUND'S REGISTERED OFFICE**QUADRIGA FUNDS S.C.A, SICAV SIF**

28-32, Place de la Gare
L-1616 Luxembourg
Grand Duchy of Luxembourg

GENERAL PARTNER**Auriga Investments S.à r.l.**

6, rue d'Arlon
L – 8399 Windhof
Grand Duchy of Luxembourg

**BOARD OF MANAGERS OF
THE GENERAL PARTNER****Jose Luis Mosquera Muinos**

Cuesta Sagrado Corazon 6-8
28016 Madrid
Spain

Michael Bartlett

12 Waxwell Close. Pinner. Middlesex
London HA5 3ET
United Kingdom

Benoit Andrienne

6, rue d'Arlon
L – 8399 Windhof
Grand Duchy of Luxembourg

ALTERNATIVE INVESTMENT FUND MANAGER**QUADRIGA ASSET MANAGERS SGIIC, S.A.**

Cuesta del Sagrado Corazón, n.6-8,
28016 Madrid,
Spain

ADMINISTRATIVE AND DOMICILIARY AGENT	SOCIÉTÉ GÉNÉRALE BANK & TRUST <u>Registered office:</u> 11, avenue Émile Reuter L-2420 Luxembourg Grand Duchy of Luxembourg <u>Operational center:</u> 28-32, Place de la Gare L-1616 Luxembourg Grand Duchy of Luxembourg
DEPOSITARY & PAYING AGENT	SOCIÉTÉ GÉNÉRALE BANK & TRUST <u>Registered office:</u> 11, avenue Émile Reuter L-2420 Luxembourg Grand Duchy of Luxembourg <u>Operational center:</u> 28-32, Place de la Gare L-1616 Luxembourg Grand Duchy of Luxembourg
REGISTRAR AND TRANSFER AGENT	SOCIÉTÉ GÉNÉRALE BANK & TRUST <u>Registered office:</u> 11, avenue Émile Reuter L-2420 Luxembourg Grand Duchy of Luxembourg <u>Operational center:</u> 28-32, Place de la Gare L-1616 Luxembourg Grand Duchy of Luxembourg
AUDITOR	KPMG Luxembourg 39, Avenue John F. Kennedy L-2991 Luxembourg Grand Duchy of Luxembourg
LEGAL ADVISOR	<u>As to Luxembourg Law</u> Dentons Luxembourg Atrium Vitrium Building 33, rue du Puits Romain L-8070 Bertrange Grand Duchy of Luxembourg.

3. DEFINITIONS

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

<i>“Administrative Agent Agreement”</i>	The administrative agent agreement entered into between the Fund / the General Partner and the Administrative Agent and Domiciliary, Agent from time to time.
<i>“Administrative Agent”</i>	Any administrative Agent appointed by the General Partner of the Fund from time to time.
<i>“Alternative Investment Fund Manager”</i> or <i>“AIFM”</i>	Any alternative investment fund manager appointed in relation to the Fund from time to time, in accordance with the Luxembourg law of 12 July 2013 on Alternative Investment Fund Managers.
<i>“Alternative Investment Fund Management Agreement”</i>	The alternative investment fund management agreement entered into between the Fund and the Alternative Investment Fund Manager from time to time.
<i>“Appendix”</i>	The relevant appendix of the Investment Memorandum specifying the terms and conditions of a specific Sub-Fund.
<i>“Articles”</i>	The articles of incorporation of the Fund, as amended from time to time.
<i>“Board of Managers”</i>	The board of managers of the General Partner.
<i>“Business Day”</i>	Any day other than a Saturday, Sunday or other day that is a legal holiday under the laws of the Grand Duchy of Luxembourg or of the Kingdom of Spain or is a day on which banking institutions or stock exchanges located in the Grand Duchy of Luxembourg and in the Kingdom of Spain are required by law or other governmental action to close.
<i>“Calculation Day”</i>	The Business Day as at which the Net Asset Value will be calculated for each Class in each Sub-Fund as it is stipulated in the relevant Appendix to this Investment Memorandum.
<i>“Class” or “Classes”</i>	A class of Ordinary Shares issued by any of the Sub-Funds and any further classes of Ordinary Shares issued by any of the Sub-Funds.
<i>“CSSF”</i>	The <i>“Commission de Surveillance du Secteur Financier”</i> , the Luxembourg supervisory authority of the financial sector.
<i>“Cut-Off Time”</i>	The deadline, as specified for each Sub-Fund in the relevant Appendix, before which applications for subscription, redemption or conversion of Ordinary Shares of any Class in any Sub-Fund must be received by the Registrar and Transfer Agent in order to be dealt with on the following Valuation Day.
<i>“Depositary and Paying Agent”</i>	Any depositary and paying agent appointed by the General Partner of the Fund from time to time.
<i>“Depositary and Paying Agent Services Agreement”</i>	The depositary and paying agent services agreement entered into between the Fund / the General Partner and the Depositary and Paying Agent from time to time.

“Domiciliary Agent”	Any domiciliary agent appointed by the Fund from time to time.
“Eligible Investors”	Institutional Investors, Professional Investors and/or Well-informed Investors within the meaning of article 2 of the Law of 2007.
“Euro” or “EUR”	The lawful currency of the European Union.
“Fund”	QUADRIGA FUNDS S.C.A., SICAV SIF , a partnership limited by shares (<i>société en commandite par actions</i>) incorporated under the laws of the Grand Duchy of Luxembourg as a <i>société d’investissement à capital variable – fonds d’investissement spécialisé</i> .
“General Partner”	Auriga Investments S.à r.l. , the unlimited shareholder (<i>associé gérant commandité</i>) of the Fund, a company incorporated under the laws of Luxembourg acting as the general partner and responsible for the management of the Fund.
“GP Fee”	A fee to be paid by the Fund to the General Partner (if any) as further described in section “Expenses” of this Investment Memorandum and specified within each Sub-Fund individually in the relevant Appendix to this Investment Memorandum.
“Initial Offering Period”	The period during which Ordinary Shares for a relevant Sub-Fund are first offered for subscription i.e. a period commencing from the date specified in the relevant Appendix and ending on the date specified in the relevant Appendix unless earlier terminated or extended by the General Partner.
“Initial Offering Price”	In relation to each Sub-Fund, the first offering price of Ordinary Shares in a Sub-Fund made pursuant to the terms and conditions of the Investment Memorandum and the relevant Appendix.
“Institutional Investors”	Investors who are qualified as institutional investors according to guidelines or recommendations issued by the regulatory authority from time to time.
“Investment Advisor”	Any investment advisor appointed from time to time by the General Partner and/or the AIFM.
“Investment Advisory Agreement”	The investment advisory agreement entered into between the Fund, the AIFM and/or the Investment Advisor from time to time.
“Investment Committee”	Any investment committee appointed from time to time.
“Investment Memorandum”	This investment memorandum of the Fund as may be amended from time to time.
“Investors”	Holders of Ordinary Shares issued by the Fund.
“Law of 2007”	The Luxembourg law of February 13, 2007 relating to specialized investment funds as may be amended from time to time.
“Law of 2013”	The Luxembourg law of July 12, 2013 relating to alternative investment funds managers, as amended from time to time.
“Lock-up Period”	The number of months indicated in the relevant Appendix, as the case may be, following the subscription of Shares in a Sub-Fund by an Investor during which such Investor is not entitled to redeem his Shares.

“Luxembourg”	The Grand Duchy of Luxembourg.
“Management Fee”	A management fee to be paid by the Fund to the General Partner and / or the Alternative Investment Fund Manager and / or the Investment Advisor (if any) as further described in section “Expenses” of this Investment Memorandum and specified within each Sub-Fund individually in the relevant Appendix to this Investment Memorandum.
“Management Share”	The management share held by the General Partner in a capacity as <i>associé-gérant commandité</i> of the Fund.
“Mémorial”	The <i>Mémorial, Recueil des Sociétés et Associations</i> , the official journal of Luxembourg.
“Net Asset Value” or “NAV”	The net asset value of the Fund, of each Class, each Ordinary Share pursuant to the provisions set out in section “Determination of the Net Asset Value” of this Investment Memorandum.
“Ordinary Shares”	Any Shares issued in different Sub-Funds and/or Classes pursuant to this Investment Memorandum and its Annexe(s), which have been subscribed by the Eligible Investors, except the Management Share.
“Performance Fee”	A performance fee to which the General Partner and / or the Alternative Investment Fund Manager are entitled, as further described in section “Expenses” of this Investment Memorandum and specified within each Sub-Fund individually in the relevant Appendix to this Investment Memorandum.
“Placement Fee”	A placement fee to which the General Partner and / or the Alternative Investment Fund Manager may be entitled, as further described in section “Expenses” of this Investment Memorandum and specified within each Sub-Fund individually in the relevant Appendix to this Investment Memorandum, as the case may be.
“Prime Broker”	Any prime broker appointed by the Fund from time to time in a relevant Sub-Fund, as further described in the relevant Appendix of this Investment Memorandum.
“Prime Brokerage Agreement”	The prime brokerage agreement entered into between the Fund and any Prime Broker from time to time.
“Professional Investors”	Investors qualified as professional investors under Annex II of Directive 2014/65/EU of 15 May 2014 on markets in financial instruments, as amended from time to time.
“Redemption Day”	The Business Day as disclosed in the relevant Appendix to this Investment Memorandum on which Ordinary Shares in the relevant Sub-Fund are redeemable.
“Redemption Fee”	A fee to be paid by the redeeming Shareholder in accordance with the terms and conditions of the relevant Sub-Fund, as the case may be.
“Redemption Price”	The “Redemption Price” will be denominated in the applicable Reference Currency and will be equal to the Net Asset Value per

	<p>Ordinary Share of the relevant Class as at the relevant Redemption Day, after adjustment for:</p> <p>(i) Any accrual of Management Fees and Performance Fees due; minus</p> <p>(ii) Any Redemption Fee applicable to the relevant Class of Ordinary Shares being redeemed.</p>
<i>“Reference Currency”</i>	The currency in which each Sub-Fund or Class is denominated.
<i>“Register”</i>	The register of Shareholders of the Fund.
<i>“Registrar and Transfer Agent”</i>	Any agent selected from time to time by the Fund to perform all registrar and transfer agency duties.
<i>“Regulated Market”</i>	A regulated market means a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, as defined in Directive 2014/65/EU of 15 May 2014 on markets in financial instruments,, as amended from time to time.
<i>“Regulatory Authority”</i>	The Luxembourg supervisory authority (<i>Commission de Surveillance du Secteur Financier</i> or CSSF) or its successor in charge of the supervision of the undertakings for collective investment in the Grand Duchy of Luxembourg.
<i>“RESA”</i>	Recueil Electronique des Sociétés et Associations
<i>“Share” or “Shares”</i>	Any Share issued in any Class of Shares or in any Sub-Fund pursuant to this Investment Memorandum.
<i>“Shareholder”</i>	A holder of a Share or Shares of the Fund.
<i>“Spain”</i>	The kingdom of Spain.
<i>“Sub-Fund” or “Sub-Funds”</i>	Any sub-fund of the Fund established by the Fund in accordance with this Investment Memorandum and the Articles.
<i>“Sub-Investment Manager”</i>	Any sub-investment manager appointed from time to time within a particular Sub-Fund.
<i>“Sub-Investment Management Agreement”</i>	The sub-investment management agreement entered into between the Fund, the AIFM and the Sub-Investment Manager, if any, from time to time.
<i>“Subscription”</i>	Ordinary Shares in the relevant Sub-Fund that may be subscribed on a Subscription Day.
<i>“Subscription Application Form”</i>	The form to be used for transacting Ordinary Shares.
<i>“Subscription Day”</i>	The Business Day as disclosed in the relevant Appendix to this Investment Memorandum on which Ordinary Shares in the relevant Sub-Fund may be subscribed.
<i>“Subscription Price”</i>	The price corresponding on each Valuation Day to the corresponding Net Asset Value per Ordinary Share of the relevant Class.

<i>"USD"</i>	United States Dollar, the lawful currency of the United States of America.
<i>"US Person" "US Person"</i>	Any resident or person with the nationality of the United States or one of their territories or possessions or regions under their jurisdiction, or any other company, association or entity incorporated under or governed by the laws of the United States or any person falling within the definition of "US Person" under such laws.
<i>"Valuation Day"</i>	Each Business Day as at which the Net Asset Value will be determined for each Class in each Sub-Fund as it is stipulated in the relevant Appendix to this Investment Memorandum.
<i>"Well-informed Investors"</i>	<p>Has the meaning ascribed to it in the Law of 2007, and includes:</p> <ul style="list-style-type: none"> <li data-bbox="708 667 1007 696">i. Institutional investors; <li data-bbox="708 707 1414 902">ii. Professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and <li data-bbox="708 913 1414 1480">iii. Any other well-informed investor who fulfils the following conditions: <ul style="list-style-type: none"> <li data-bbox="772 999 1414 1070">(a) has declared in writing his adhesion to the status of well-informed investor; and <li data-bbox="772 1081 1414 1480">(b) (i) invests a minimum of EUR 125,000 in the Company or <ul style="list-style-type: none"> <li data-bbox="836 1167 1414 1480">(ii) has obtained a an assessment from a credit establishment as defined in the directive 2006/48/CE, from an investment firm as defined in directive 2004/39/CE, or from a management company as defined in directive 2009/65/CE, certifying his/her expertise, experience and knowledge to appraise in an appropriate manner an investment in the Fund.

4. GENERAL INFORMATION IN RELATION TO THE FUND

4.1 STRUCTURE OF THE FUND

4.1.1 General Information

The Fund was incorporated under the name of **QUADRIGA FUNDS S.C.A., SICAV SIF**, as a Luxembourg company in the form of a *société en commandite par actions* qualifying as an investment company with variable share capital (*société d'investissement à capital variable* (SICAV)), established as a specialized investment fund (*Fonds d'Investissement Spécialisé* (SIF)) on 30 March 2017. The Articles have been published in the *RESA* under the following reference RESA_2017_089.166 dated 13 April 2017. The Fund is registered with the *Registre de Commerce et des Sociétés*, Luxembourg under number B.213.946. The Fund is authorized as an undertaking for collective investment ("**UCI**") under the provisions of the Law of 2007 and in particular Part II of such law. The Fund has been authorized by the CSSF.

The capital of the Fund shall be equal at all times to the net assets of the Fund. The minimum subscribed capital of the Fund, as prescribed by law, is one million two hundred and fifty thousand Euro (EUR 1,250,000.-). This minimum must be reached within a period of twelve (12) months following the authorization of the Fund as a SICAV-SIF under the Law of 2007. Fractions of Ordinary Shares may be issued up to one thousandth of an Ordinary Share.

The Fund was incorporated with an initial capital (the "**Initial Share Capital**") of thirty thousand Euro (EUR 30,000) divided into (i) one (1) Management Share of no nominal value and (ii) two hundred and ninety-nine (299) Ordinary Shares of no nominal value (the "**Ordinary Shares**"). Each Share grants the right to one vote at every general meeting of Shareholders. Upon incorporation, the Ordinary Shares were fully paid-up. The Ordinary Shares may only be subscribed or purchased by Eligible Investors.

The Fund is established as an umbrella fund and as such provides Investors with the choice of investment in a range of several separate Sub-Funds each of which relates to a separate portfolio of assets permitted by law with specific investment objectives, as described in the relevant Appendix to the Investment Memorandum.

The Fund has an umbrella structure consisting of (1) one or several Sub-Funds. A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective and policy applicable to that Sub-Fund as further described in the relevant Appendix. The Fund is one single legal entity. However, the rights of the Shareholders and creditors relating to a Sub-Fund or arising from the setting up, operation and liquidation of a Sub-Fund are limited to the assets of that Sub-Fund, and will not be commingled with the assets of any other Sub-Fund.

Except as otherwise indicated in the relevant Appendix, a Sub-Fund may subscribe, acquire and/or hold securities issued by one or more other Sub-Fund of the Fund, without being subject to the provisions of the law of 10 August 1915 on commercial companies regarding the acquisition by a company of its own shares, as long as:

- The target Sub-Fund does not in turn invest in the investing Sub-Fund;
- Voting rights, if any, attached to the relevant securities are suspended as long as they are held by the concerned Sub-Fund and without prejudice to the appropriate processing in the accounts and the periodic reports; and
- The value of the securities will not be taken into account for the calculation of the net assets of the Fund for the purpose of verifying the minimum threshold imposed by the Law of 2007, for as long as the said securities are held by the Fund.

The specific conditions of such subscription, acquisition and holding, if any, will be detailed in the relevant Appendix. Ordinary Shares may be issued in one (1) or more Classes in each Sub-Fund, each Class having different features or being offered to different types of Investors, as more fully disclosed in the relevant Appendix for each Sub-Fund individually without reserving to the existing Shareholders a preferential right to subscribe for the Ordinary Shares to be issued.

The General Partner may at any time resolve to set up new Sub-Funds and/or create within each Sub-Fund one or more Classes of Shares, or close a Sub-Fund, or one or more Classes of Shares within a Sub-Fund, to further subscriptions as described below.

As a *société en commandite par actions*, the Fund has two different types of shareholders:

- The *associé gérant commandité* or unlimited shareholder (the “**General Partner**”). The General Partner is responsible for the management of the Fund and is jointly and severally liable for all liabilities which cannot be paid out of the assets of the Fund. The General Partner may only be removed in accordance with the terms and conditions set forth in section “Management, Governance and Administration”, sub-section “The General Partner”. The General Partner holds the Management Share of the Fund, which has been issued to the General Partner upon incorporation of the Fund;
- The *associés commanditaires* or limited shareholders whose liability is limited to the amount of their investment in the Fund. The Fund may have an unlimited number of limited shareholders. The interests of the limited shareholders of any Sub-Fund will be represented by Ordinary Shares of different Classes in the relevant Sub-Fund.

4.1.2 Investment objectives, policy, restriction and strategy

The investment objective of the Fund is the investment objective of each of the Sub-Funds. The investment objectives and policies of the Sub-Funds are determined by the General Partner at the time of creation of each Sub-Fund. The investment objectives and other specific details are described individually for each Sub-Fund in the relevant Appendix to the Investment Memorandum. Specific restrictions could apply to each Sub-Fund as more fully detailed, as the case may be, in the relevant Appendix to the Investment Memorandum.

THERE CAN BE NO ASSURANCE THAT THE SUB-FUND’S INVESTMENT OBJECTIVES WILL BE ACHIEVED. INVESTMENT RESULTS MAY SUBSTANTIALLY VARY OVER TIME.

The Fund may utilise leverage by borrowing funds, in accordance with current market practice applicable to the type of investments. Borrowing or leverage by the Fund will only be permitted in accordance with the express policies and objectives disclosed in the relevant Appendix or Appendices to this Investment Memorandum. Any borrowing or leverage by one (1) Sub-Fund will not have any impact or affect on any other Sub-Fund.

In compliance with the provisions of the Law of 2007, the investment strategy of each Sub-Fund will be based on the principle of risk diversification as further described in the relevant Appendix of the Investment Memorandum.

The Fund / Sub-Funds may hold cash reserves on an ancillary basis for the purposes of meeting ordinary expenses and

contingencies. Under exceptional market circumstance as determined at the sole discretion of the General Partner, the Fund may be invested entirely in cash, money market instruments or short term deposits.

The Fund is subject to and will conduct its investment operations in compliance with the following general investment restrictions. The investment policy of a Sub-Fund may be subject to different or additional investment restrictions than those provided below, in which case such different or additional restrictions are disclosed in the relevant Appendix.

- (i) No Sub-Fund may invest more than thirty per cent (30%) of its assets in securities of the same kind issued by the same issuing body. This restriction does not apply:
- To investments in securities issued or guaranteed by a member state of the OECD, or by its local authorities or by supranational institutions and bodies of a European, regional or worldwide nature;
 - To investments in target investment entities which are subject to risk diversification requirements at least similar to those provided for in relation to investment funds ruled by the Law;

For the application of this restriction, each compartment of a target issuer with an umbrella structure is to be considered as a separate issuer, provided that the principle of segregation of commitments of the different compartments of such target issuer in relation to third parties is ensured.

- (ii) Short sales may not in principle result in the Sub-Fund holding a short position in securities of the same type issued by the same issuer representing more than thirty per cent (30%) of its net assets;
- (iii) When making use of derivative instruments, a Sub-Fund must ensure a comparable risk diversification through an appropriate risk diversification of underlying assets. Similarly, the counterparty risk in an OTC transaction must, where applicable, be limited having regard to the quality and qualification of the counterparty. OTC derivatives net exposure will be limited to 30% per counterparty of the net asset value of the relevant Sub-Fund.

Any of the above restrictions may not be applicable in respect of newly created Sub-Funds during an initial portfolio build-up period following its / their launch(es), if and when such temporary, restricted and limited derogations are expressly provided for in the relevant Appendix(ces).

4.1.3 Issue of Shares

The General Partner is authorised to issue, at any time, an unlimited number of fully paid-up different Classes of Ordinary Shares without reserving to the existing Shareholders a preferential right to subscribe for the Ordinary Shares to be issued.

The net proceeds from the Subscriptions are invested as specified for each Sub-Fund in the relevant Appendix to the Investment Memorandum.

The General Partner shall maintain for each Sub-Fund a separate portfolio of assets. As between Shareholders, each portfolio of assets shall be invested for the exclusive benefit of the relevant Sub-Fund.

Ordinary Shares are exclusively restricted to Eligible Investors. This restriction is not applicable to the General Partner, members of the Board or other persons who are involved in the management of the Fund which may hold Share(s) without falling into one of these categories.

The share capital of the Fund shall be represented by the following classes of shares, without nominal value:

- (i) **“Management Share”**: one management share which has been subscribed by the General Partner as unlimited shareholder (*associé gérant commandité*) of the Fund.
- (ii) **“Ordinary Shares”**: an ordinary class of limited shares issued by the relevant Sub-Funds which shall be subscribed by Limited Shareholders (*actionnaires commanditaires*) and which entitle its holders to receive distribution rights.

The Management Share has been issued upon incorporation of the Fund. No further Management Share will be issued.

Ordinary Shares may be issued in one or more Classes in each Sub-Fund by the General Partner, each Class having different features or being offered to different types of Investors, as more fully disclosed in the relevant Appendix to the Investment Memorandum for each Sub-Fund individually.

Shares of any Class will be issued in registered form only. The inscription of the Shareholder's name in the Register evidences his/her/its right of ownership of such registered Ordinary Shares. A holder of registered Ordinary Shares shall receive upon request a written confirmation of his/her/its shareholding.

Fractional Ordinary Shares may be issued up to four (4) decimals of an Ordinary Share. Such fractional Ordinary Shares shall be entitled to participation in the net results and in the proceeds of liquidation on a *pro rata* basis. Such fractions shall be subject to and carry the corresponding fraction of liability (whether with respect to nominal or par value, premium, contribution, calls or otherwise howsoever), limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole Ordinary Share of that Class. Any subscription monies received representing fractions less than 1/10000th of a whole Ordinary Share will be retained for the benefit of the relevant Class.

The Fund being an umbrella structure, the General Partner is entitled to establish a pool of assets constituting a Sub-Fund within the meaning of article 71 of the Law of 2007 for each class of Ordinary Shares or for two (2) or more classes of Ordinary Shares in the manner described below. The Fund constitutes one single legal entity. However, by derogation to the provisions of article 2093 of the Luxembourg civil code, each pool of assets shall be invested for the exclusive benefit of the relevant shareholders of that Sub-Fund and each Sub-Fund shall only be responsible for the liabilities which are attributable to such Sub-Fund. All the rights of investors and creditors in relation to each Sub-Fund are therefore limited to the assets of the Sub-Fund. Each Sub-Fund will be deemed to be a separate entity for the investors and creditors of the relevant Sub-Fund.

The General Partner may create each Sub-Fund for an unlimited or limited period of time. In the latter case, the General Partner may, at the expiry of the initial period of time, prorogue the duration of the relevant Sub-Fund once or several times. Details in relation to the different Classes of Ordinary Shares as well as the rights in relation thereto are set out for each Sub-Fund in the relevant Appendix to the Investment Memorandum.

Within a Sub-Fund, classes of Ordinary Shares may be defined and issued from time to time by the General Partner of the Fund and may, *inter alia*, correspond to (without being limited to):

- (i) A specific distribution policy, such as entitling to distributions or not entitling to distributions and / or,
- (ii) A specific sales and redemption charge structure and / or,
- (iii) A specific management or performance or advisory fee structure and / or,
- (iv) A specific distribution fee structure and / or,
- (v) A specific currency and / or,
- (vi) The use of different hedging techniques in order to protect in the reference currency of the relevant Portfolio the assets and returns quoted in the currency of the relevant class of Ordinary Shares against long-term movements of their currency of quotation and / or,
- (vii) Any other specific features applicable to one class.

Ordinary Shares will participate equally with all the outstanding shares of the same class in the Sub-Fund's assets and earnings and will have the redemption rights described below and further described in the relevant Appendix.

Ordinary Shares to be issued by the Fund in relation to a specific Sub-Fund, may be subscribed for by investors during one or several offering period, as decided by the General Partner, specified and disclosed for each Sub-Fund in the Investment Memorandum and its Appendix. Investors wishing to subscribe for Ordinary Shares must execute a Subscription Application Form in relation to the relevant Sub-Fund.

Each Sub-Fund is described in more details in the relevant Appendix.

Minimum investment

The minimum investment per Investor is set out for each Sub-Fund in the relevant Appendix to the Investment Memorandum. The General Partner may waive the minimum investment at its sole discretion.

Subscription and payment of Ordinary Shares

Any Investor subscribing for Shares will be required to execute a Subscription Agreement and make certain representations and warranties to the General Partner. The General Partner, at its sole discretion, may accept or reject any subscription. Payment by Investors should be made in accordance with the instructions set out in the Subscription Agreement and in accordance with the provisions of this Investment Memorandum and the relevant Appendix.

For each of the Sub-Funds, Ordinary Shares of each available Class (subject to any specific terms as specified in the relevant Appendix) will be available for subscription (i) during an Initial Offering Period for such Class at the Initial Offering Price specified in the relevant Appendix together with any Placement Fee, Subscription Fee or other initial fee as may be set out in the relevant Appendix and (ii) after the Initial Offering Period as of each Subscription Day at the Subscription Price calculated as at the immediately preceding Valuation Day specified in the relevant Appendix together with any Placement Fee, Subscription Fee or other initial fee as may be set out in the relevant Appendix. In case subscription applications are received following the close of the Initial Offering Period but prior to the first Valuation Day in respect of a Class, then at the discretion of the General Partner, Ordinary Shares may be issued at the Initial Offering Price for the Class, together with any Placement Fee, Subscription Fee or other initial fees as set out in the relevant Appendix. The Subscription Price will be determined in the Reference Currency as set forth in the next paragraph. In all cases any terms for subsequent subscriptions, if any, will be specified in the relevant Appendix. The General Partner may change, extend or shorten the Initial Offering Period for any Class of Shares at its absolute discretion at any time.

Subject to the above, the Subscription Price in the relevant Reference Currency will be equal to the Net Asset Value per Ordinary Share for such Class of Ordinary Shares, on the Valuation Day immediately preceding the Subscription Day on which Ordinary Shares are issued pursuant to a subscription application, including Placement Fee, as the case may be, mandated by the General Partner.

The General Partner shall be authorised, without limitation and at any time, to issue additional Ordinary Shares for all Sub-Funds without granting existing Shareholders a preferential right to subscribe for the Ordinary Shares. The initial and subsequent Subscription amounts in a single Sub-Fund/Class/Sub-class are set out in the relevant Sub-Fund's specifications. Initial Subscription for Ordinary Shares must be made by Investors by forwarding to the Registrar and Transfer Agent a duly completed subscription form.

The applicable minimum subscription and minimum additional subscription requirements for the subscription of Ordinary Shares of each Class will be specified in the relevant Appendix.

Applications for Ordinary Shares of any available Class during the Initial Offering Period for such Class must be made using the subscription application form relevant to that Appendix ("**Subscription Application Form**") which must be received by the Registrar and Transfer Agent by facsimile on such date and by such time as determined by the General Partner and set out in the relevant Appendix (the "**Cut-Off Time**") and for the first subscription with the original copy thereof sent by post, with the mention "*faxed on dd/mm/yy; avoid duplicate*". The General Partner may in its sole discretion allow subscriptions during the Initial Offering Period at other times or on shorter notice.

The Registrar and Transfer Agent accepts no responsibility for any loss caused as a result of non-receipt of any application sent by facsimile transmission. The acceptance of subscriptions is subject to confirmation of the prior receipt of subscription monies in cleared funds credited to the relevant subscription account of the Fund (details of which are set out in the Subscription Application Form relevant to that Appendix) on or before the last day of the Initial Offering Period or the Cut-Off Time, as the case may be. Any delay in receipt of a duly completed Subscription Application Form or of cleared funds will result in the relevant application being processed on the next Subscription Day. The General Partner reserves the right to reject applications for Ordinary Shares of any available Class in its absolute discretion, without assigning any reason therefore. At the discretion of the General Partner, payment for subscription of shares can be made either through cleared fund (i.e. money received prior to the issue of the Ordinary Shares as described above) or through credit dealing (i.e. money paid/received according to the agreed settlement cycle).

Subscription monies may be paid by applicants for Ordinary Shares in any Class in the relevant currency. The Registrar and Transfer Agent will normally only process applications upon receipt of cleared funds by the appropriate deadline as set out in the relevant Appendix. Subscription monies shall be remitted by telegraphic transfer to the relevant subscription account specified for the relevant currency of payment in the Subscription Application Form attached to the relevant Appendix. All bank collection or other charges imposed for such telegraphic transfer payments by an applicant shall be borne by and charged to that applicant.

The General Partner may agree to issue Shares as consideration for a contribution in kind of securities, in compliance with the conditions set forth by Luxembourg laws, in particular the obligation to deliver a valuation report from the Auditor of the Fund (*réviseur d'entreprises agréé*) and provided that such securities comply with the investment objectives and investment policies and restrictions of the relevant Sub-Fund of the Fund. Any cost incurred in connection with a contribution in kind shall be borne by the relevant Investor.

IMPORTANT: the General Partner may, at any moment, in its sole discretion and for a limited or unlimited duration, decide to cease issuing new Ordinary Shares and to cease accepting any further subscriptions or conversions for any Ordinary Shares of any Class or of any relevant Sub-Fund in order *inter alia* to protect existing Shareholders or the Sub-Fund itself (“Hard Closing”). Alternatively, the General Partner may, at any moment, in its sole discretion and for a limited or unlimited duration, decide to cease accepting any further subscriptions or conversions for any Ordinary Shares of any Class or of any Sub-Fund from new investors only i.e. from investors who have not invested in the relevant Sub-Fund yet in order *inter alia* to protect existing Shareholders or the Sub-Fund itself (“Soft Closing”). These measures of Hard Closing or Soft Closing may be implemented with immediate effect by the General Partner in its sole discretion. The Shareholders of the Sub-Fund or of the Classes of Ordinary Shares subject to a Hard Closing or a Soft Closing will be informed in writing, at the latest, immediately after such Hard Closing or Soft Closing take place. The General Partner will not have to justify the reasons for implementing such Hard Closing or Soft Closing. A partially or totally closed Sub-Fund or Classes of Ordinary Shares can be re-opened for subscription or conversion when the circumstances which justified the Hard Closing or Soft Closing no longer prevail.

Rejection privilege

The Fund reserves the right to reject any application for subscription at its own discretion, without giving any reason. If an application is rejected, the subscription amount will, whenever permitted, be returned, without interest, as soon as practicable following the date of rejection by electronic transfer, at the applicant’s expense and risk.

4.1.4 Conversion of Shares

Unless otherwise determined in the Appendix, any Shareholder is entitled to request the conversion of whole or part of his/her/its Ordinary Shares of one Class into Ordinary Shares of another Class, within the same Sub-Fund or from one Sub-Fund to another Sub-Fund subject to such restrictions as to the terms and conditions as determined by the General Partner from time to time in the relevant Appendix of the Investment Memorandum. The price for the conversion of Ordinary Shares from one class into another class shall be computed by reference to the respective Net Asset Value of the two classes of Ordinary Shares, calculated on the same Valuation Day not taking into account the conversion fee, if any.

If as a result of any request for conversion the number or the aggregate net asset value of the Ordinary Shares held by any shareholder in any Class of Ordinary Shares would fall below the minimum investment set out in the relevant Appendix, the General Partner may refuse on a discretionary basis to convert the Ordinary Shares from one Class to another Class.

The Ordinary Shares which have been converted into Ordinary Shares of another Class or/and of another Sub-Fund shall be cancelled on the relevant Subscription Day.

A conversion fee, if any, will result from the conversion of Ordinary Shares from a Class to another and/or from a Sub-Fund to another, as further described in the relevant Appendix of this Investment Memorandum.

4.1.5 Redemption of Shares

Ordinary Shares in relation to each Sub-Fund shall either be redeemable or not redeemable pursuant to the terms and conditions set forth in this Investment Memorandum and the applicable Appendix. **IMPORTANT**: in some Sub-Funds, a Lock-up Period may be provided. If so, a Shareholder may not redeem any Share until the number of months indicated in the relevant Appendix (since Subscription) has elapsed.

After the lockup period has elapsed (if any, as further detailed in the relevant Appendix for the relevant Sub-Fund), every shareholder shall have the right on each Redemption Day to require the Fund to redeem the Ordinary Shares at the relevant Net Asset Value of such Ordinary Shares as of the relevant Redemption Day, less any Redemption Fee, if applicable.

A redemption request will only be executed after the identity of the Shareholder and/or the beneficial owner has been established to the complete satisfaction of the Fund. Payment will only be made to the respective Shareholder. For the avoidance of doubt, the identification of the shareholder and/or the beneficial owner, if necessary, is done before the first subscription is accepted. However, if the received documents are no longer valid (i.e expiration date etc) or if the legislation is requesting more documents at the time of the redemption, the redemption will be executed in order for the shareholder to benefit from the relevant Net Asset Value of such Ordinary Shares as of the relevant Redemption Day but the payment of the Redemption Price will be blocked until reception of the required documents.

The General Partner reserves the right to reduce proportionally all requests for redemptions in a Sub-Fund to be executed on one Valuation Day whenever the total proceeds to be paid for the Shares so tendered for redemption exceed a certain percentage of the total net assets of that specific Sub-Fund, as further described in the relevant Appendix.

Written notice must be received by the Fund not less than the number of Business Days indicated in the relevant Appendix prior to the Redemption Day as disclosed in the relevant Appendix. Request for redemption must be for either a number of Ordinary Shares or an amount denominated in the relevant currency of the Class of the Sub-Fund.

All redemption requests will be processed strictly in the order in which they are received, and each Redemption shall be processed at the Net Asset Value of the said Ordinary Shares.

Neither the Fund nor the Depositary and Paying Agent nor the General Partner are responsible for any delays or charges incurred at any receiving bank or settlement system.

The Fund shall have the right to satisfy payment of the Redemption Price in specie by allocating to the shareholder investments from the portfolio of assets of the Fund equal to the value of the shares to be redeemed.

If as a result of any request for redemption, the number or the aggregate net asset value of the Ordinary Shares held by any shareholder in any class of Ordinary shares of the relevant Sub-Fund would fall below the minimum investment set out in the relevant Appendix, then the General Partner may decide that this request be treated as a request for redemption for the full balance of such shareholder's holding of Ordinary Shares in the Sub-Fund or in the Fund.

Further, if, with respect to any given Valuation Day, redemption requests pursuant to this clause and conversion requests pursuant to clause under heading "Conversion of shares" hereof exceed a certain level determined by the General Partner in relation to the number of shares in issue in a specific class, the General Partner may decide that part or all of

such requests for redemption or conversion will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Fund. Following that period, with respect to the next relevant Valuation Day, these redemption and conversion requests will be met in priority to later requests.

The Fund may redeem Shares whenever the General Partner considers a redemption to be in the best interests of the Fund or a Sub-Fund.

The Redemption of Ordinary Shares of any Class and/or Sub-class of any Sub-fund shall be suspended when the calculation of the Net Asset Value thereof is suspended.

The value of the Ordinary Shares at the time of Redemption may be more or less than the amount initially invested by the Shareholder, depending on the market value of the assets held by the Fund at that time.

4.1.6 Transfer of Shares

A Shareholder may request the transfer of part or all of his/her/its Ordinary Shares to another person, firm or corporate body. The transfer may only be processed provided the Fund is satisfied that the transferor and the transferee (who shall be an Eligible Investor and not a Prohibited Person) fulfil all the requirements applicable to redemption and subscription of Shares. No charges will generally be levied.

Restrictions on ownership

Notwithstanding the above, the transfer of Ordinary Shares is subject to the prior approval of the General Partner, which may, at its sole discretion, refuse such transfer where new Investor is unknown to the Fund / General Partner. Such consent may however not be unreasonably withheld where the Ordinary Shares are transferred to existing Investors. The General Partner shall provide the transfer approval or refusal, as the case may be, within a period which shall not exceed 12 months from the date of the transfer request. Such consent should however not be unreasonably delayed where the Ordinary Shares are transferred to existing investors.

The Fund may restrict or reject any application for Ordinary Shares by any person, and may cause any Ordinary Shares to be subject to compulsory redemption, if the Fund considers that this ownership involves a violation of the law of the Grand-Duchy of Luxembourg or abroad, or may involve the Fund in being subject to taxation in a country other than the Grand Duchy of Luxembourg or may in some other manner be detrimental to the Fund.

The Fund may restrict or prevent the ownership of Ordinary Shares in the Fund by any person, firm or corporate body:

- (i) Who is not an Eligible Investor;
- (ii) Who is a US Person; or
- (iii) If in the opinion of the General Partner such holding may be detrimental to the Fund; or
- (iv) If it may result in a breach of any law or regulation, whether Luxembourg or foreign; or
- (v) If as a result thereof the Fund may become exposed to tax disadvantages or other financial disadvantages that it would not have otherwise incurred.

Such person, firm or corporate body to be determined by the General Partner being herein referred to as "**Prohibited Person**". Accordingly, the General Partner may require any subscriber to provide it with any information that it may consider necessary for the purpose of deciding whether or not he is, or will be, a Prohibited Person.

The General Partner is entitled to:

- (i) Decline to issue any Ordinary Shares and decline to register any transfer of an Ordinary Share, where it appears to it that such registry or transfer would or might result in legal or beneficial ownership of such Ordinary Shares by a Prohibited Person; and/or
- (ii) At any time, require any person whose name is entered in, or any person seeking to register the transfer of Ordinary Shares on the Register to furnish with any information, supported by affidavit, which the General Partner may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares rests in a Prohibited Person, or whether such registry will result in beneficial ownership of such Ordinary Shares by a Prohibited Person; and/or
- (iii) Decline to accept the vote of any Prohibited Person at any meeting of shareholders of the Fund; and/or
- (iv) Where it appears to the General Partner that any Prohibited Person either alone or in conjunction with any other person is a beneficial owner of Ordinary Shares, direct such shareholder to sell his/her/its Ordinary Shares and to provide to the Fund evidence of the sale within thirty (30) calendar days of the notice. If such shareholder fails to comply with the direction of the General Partner, the General Partner may compulsorily redeem or cause to be redeemed from any such shareholder all Ordinary Shares held by such Shareholder at the last or next Redemption Day (whichever is the lowest); and/or
- (v) Proceed with the compulsory redemption of all the relevant Ordinary Shares if it appears that a person who is not authorized to hold such Ordinary Shares, either alone or together with other persons, is the owner of Ordinary Shares, or proceed with the compulsory redemption of any or a part of the Ordinary Shares, if it appears to the Fund that one or several persons is or are an owner or owners of a proportion of the Ordinary Shares in such a manner that this may be detrimental to the Fund. The conditions and price of such compulsory Redemption will be specified in the relevant Redemption Notice. The price at which the redeemed Shares shall be redeemed shall in such instances be equal to two-third ($2/3$) of the Net Asset Value per Share, as calculated with respect to the relevant Valuation Day. Payment of the purchase price will be made to the owner of such Shares in the reference currency of the relevant Class, except during periods of exchange restrictions, and will be deposited by the Fund with a bank in Luxembourg or elsewhere (as specified in the Redemption Notice) for payment to such owner upon surrender of the Share certificate or certificates, if issued, representing the Shares specified in such notice. Upon deposit of such price as aforesaid, no person interested in the Shares specified in such purchase notice shall have any further interest in such Shares or any of them, or any claim against the Fund or its assets in respect thereof, except the right of the Shareholders appearing as the owner thereof to receive the Redemption Price (without interest) from such bank upon effective surrender of the Share certificate or certificates, if issued, as aforesaid. The exercise by the Fund of this power shall not be questioned or invalidated in any case, on the grounds that there was insufficient evidence of ownership of Shares by any person or that the true ownership of any Shares was otherwise than appeared to the Fund at the date of any Redemption Notice, provided that in such case the said powers were exercised by the Fund in good faith.

The Fund retains the right to offer only one Class for subscription in any particular jurisdiction in order to conform to local law, custom, business practice or the General Partner's commercial objectives.

4.2 RISK CONSIDERATIONS

THE FUND'S INVESTMENT PROGRAM ENTAILS SUBSTANTIAL RISKS. THERE CAN BE NO ASSURANCE THAT THE INVESTMENT OBJECTIVES OF THE FUND WILL BE ACHIEVED. Attention should be drawn to the fact that an investor may not get back the amount he/she/it has invested. Changes in exchange rates may also cause the Net Asset Value in the investor's reference currency to go up or down. No guarantee as to future performance of or future return from the Fund can be given. In addition to the above mentioned general risks which are inherent in all investments, the investment in the Fund entails above-average risks and is only appropriate for investors who can take the risk to lose the entire investment. Some specific risks related to the investment in the Fund are described below.

4.2.1 *General Considerations*

An investment in a Sub-Fund involves certain risks relating to the particular Sub-Fund's structure and investment objectives which Investors should evaluate before making a decision to invest in such Sub-Fund. The investments within each Sub-Fund are subject to market fluctuations and to the risks inherent in all investments; accordingly, no assurance can be given that the investment objective will be achieved.

Investors should make their own independent evaluation of the financial, market, legal, regulatory, credit, tax and accounting risks and consequences involved in investment in a Sub-Fund and its suitability for their own purposes. In evaluating the merits and suitability of an investment in a Sub-Fund, careful consideration should be given to all of the risks attached to investing in a Sub-Fund.

The following is a brief description of certain factors which should be considered along with other matters discussed elsewhere in this Investment Memorandum. The following however, does not purport to be a comprehensive summary of all the risks associated with investments in any Sub-Fund.

An investment in Ordinary Shares in the Sub-Fund carries substantial risk and is suitable only for Investors who accept the risks, can assume the risk of losing their entire investment and who understand that there is no recourse other than to the assets of the relevant Sub- Fund.

General: The transactions in which the Fund generally will engage involve trading risks. Growing competition in the financial markets as well as the development of sophisticated technology that is able to discover investment opportunities more rapidly may limit the General Partner's ability to take advantage of opportunities in rapidly changing markets. No assurance can be given that the investment styles selected by the General Partner' and/or the investment and trading strategies employed by the General Partner and/or the Alternative Investment Fund Manager will be successful or that shareholders will realize net profits on their respective investments. Because of the nature of the Fund's investment activities, the results of the Fund's operations may fluctuate from month to month. Accordingly, investors should understand that the results of a particular period will not necessarily be indicative of results in future periods.

Markets: It may not always be possible to execute a buy or a sell order at the desired price or to liquidate an open position, either due to market conditions on exchanges or due to the operation of daily price fluctuation limits or "circuit breakers". It is also possible that an exchange or governmental authority may suspend or restrict trading on an exchange or in particular securities or other financial instruments traded on such exchange. Options trading may be restricted in the event that trading in the underlying security becomes restricted, and options trading may itself be illiquid at times,

irrespective of the condition of the market of the underlying security, making it difficult to offset option positions in order to realize gain thereon, limit losses or change positions in the market.

Economic conditions: The success of any investment activity may be affected by general economic conditions, which may affect the level and volatility of interest rates and the extent and timing of investors' participation in the markets for interest sensitive instruments. Market periods characterized by illiquidity or flattened volatility could impair the ability to trade successfully.

Lack of diversity: The Fund's portfolio will normally be diversified among a variety of different investment styles. However, the Fund's assets may from time to time be concentrated within a limited number of investment styles and underlying fund managers. The Fund is not subject to specific legal or regulatory risk diversification requirements, other than those specified herein. Therefore, the Fund is, in principle, authorized to make a limited number of investments and, as a consequence, the aggregate returns realized by the Shareholders may be substantially adversely affected by the unfavorable performance of even one investment. In addition, the Fund's assets may be concentrated in certain industries and segments of activity. A lack of diversification in the Fund's portfolio may result in the Fund's performance being vulnerable to business or economic conditions and other factors affecting particular companies or particular industries, which may adversely affect the return to Shareholders.

Lack of liquidity of underlying investments: An investment in the Shares of the Sub-Funds may require a long-term commitment, with no guarantee on return. The return of capital and the realization of gains, will depend on the return realized at the occasion of the partial or complete disposition of investments by the Fund which may only occur a number of years after the investment has been made. Such strategy could be adversely affected by a variety of factors. The Fund's investments may be highly illiquid due to the absence of any trading market for these investments. There is a risk that the Fund may be unable to realize its investment objectives by sale or other disposition at attractive prices or at the appropriate times or in response to changing market conditions, or will otherwise be unable to complete a favorable exit strategy. Losses may be realized before gains on dispositions. Prospective investors should therefore be aware that they may be required to bear the financial risk of their investment for an indeterminable period of time.

Absence of Secondary Market: Currently there is no public market for the Shares and it is unlikely that an active secondary market will develop. Shares are not being registered to permit a public offering under the securities law of any jurisdiction. The Shareholders will be able to dispose of their Shares only by means of redemption on the relevant Redemption Day at the redemption proceeds. The General Partner has the power to suspend and compel redemptions subject to the limitations outlined in section "Restrictions of ownership" of this Investment Memorandum.

Limited operating history: The Fund has a limited operating history. There can be no assurance that the Fund will achieve its objectives. Although the General Partner and the Alternative Investment Fund Manager have substantial experience in managing similar assets any past performance of the General Partner, the Alternative Investment Fund Manager and its managers and officers should not be construed as an indication of the future results of an investment in Shares of the Fund.

Limited Ability to Liquidate an Investment in the Fund: Ordinary Shares may be redeemed only on a Redemption Day as defined in the relevant Appendix. Accordingly, the value of Ordinary Shares on the Redemption Day may vary significantly from that at the time a redemption request is required to be submitted.

Trading Risks: Substantial risks are involved in the trading of securities. Market movements can be volatile and are difficult to predict. Government policies, particularly those of the US Federal Reserve Board and the European Central Bank, can have a profound effect on interest rates which, in turn, substantially affect securities prices as well as the liquidity of such markets. Politics, recession, inflation, employment levels, trade policies, international events, war and other unforeseen events can also have a significant impact on the price of securities.

Various techniques are employed to attempt to reduce the risks inherent in the trading strategies. The ability to achieve the desired effect through a particular technique is dependent upon many factors, including the liquidity of the market at the desired time of execution. Thus, substantial risk remains that the techniques employed on behalf of the Fund cannot always be effective in reducing losses. The activities undertaken by the General Partner may involve a degree of leverage. Accordingly, a relatively small price movement may result in substantial and immediate losses in excess of the amount committed by the Fund. At various times, the markets for exchange-listed securities may be “thin” or illiquid, making purchases or sales of securities at desired prices or in desired quantities difficult or impossible. The liquidity of the market may also be affected by a halt in trading on a particular securities exchange or exchanges.

Use of derivatives: Only if and to the extent expressly disclosed within the relevant Appendix, but not further or otherwise, the Fund and each Sub-Fund may invest, directly or indirectly, in all kind of complex derivatives instruments (including options (including over-the-counter options), warrants, futures, forward contracts and swaps) that are highly volatile and speculative. All of these instruments are volatile and carry counter-party risks. Certain positions may be subject to wide and sudden fluctuations in market value with a resulting fluctuation in the amount of profits and losses. As a result, a relatively small price movement in an instrument may result in immediate and substantial losses for the investor. If the Fund purchases an option or warrant, it may lose the entire amount of its investment (the premium). In addition, trading securities on margin will result in interest charges to the Fund which may be substantial. Thus, any purchase or sale on a leveraged security or derivative instrument may result in losses in excess of the amount invested. Selling uncovered options is potentially far riskier in so far as the Fund's potential losses are theoretically unlimited. The General Partner may engage in principal securities in trading currencies or commodities in which case the Fund will be subject to a risk with respect to the credit worthiness of its counterparty.

Leverage: Only if and to the extent expressly disclosed within the relevant Appendix, but not further or otherwise, the Fund may use leverage in its trading and investment activities. Borrowing money to purchase an instrument may provide the opportunity for greater capital appreciation but at the same time will increase the risk of loss with respect to the instrument. Although the use of leverage increases returns to the Fund if it earns a greater return on the incremental positions purchased with the borrowed funds than it pays for such funds, the use of leverage decreases returns to the Fund if it fails to earn as much on such incremental positions as it pays for such funds. The amount of borrowings outstanding at any time by the General Partner in respect of assets that they manage may be large in relation to such assets. In addition, the level of interest rates generally, and the rates at which the Alternative Investment Fund Manager or as the case may be by the General Partner, on behalf of the Fund or any Sub-Fund can borrow in particular, will ultimately affect the results of the Fund.

Arbitrage Transactions: Among the many risks of arbitrage strategies as these may be employed by the General Partner or as the case may be any underlying fund managers are that two or more buy or sell orders may not be able to be executed simultaneously at the desired prices, resulting in a loss being incurred on both sides of a multiple trade arbitrage transaction. Also, the transaction costs can be significant because separate costs are incurred on each component of the combination. Consequently, a substantial favourable price movement may be required before a profit can be realized.

Foreign exchange/Currency risk: The General Partner may invest in assets denominated in a wide range of currencies. The Net Asset Value expressed in its respective unit currency will fluctuate in accordance with the changes in foreign exchange rate between the Reference Currency of the relevant Sub-Fund and the currencies in which the relevant Sub-Fund's investments are denominated. In case the Fund invests in hard currency and provided that it has not hedged its foreign currency debt, it may be exposed to currency risk if it receives its income in local currency. Such currency risk exposure may affect the Fund's position.

Commission and fee(s) amounts: The payment of a fee calculated on the basis of performance results could encourage the General Partner and/or the Alternative Investment Fund Manager to select more risky and volatile placements than if such fees were not applicable.

The Fund: No assurance can be given that the Fund and the relevant Sub-Funds will achieve their investment objectives.

Potential Conflicts of Interests: Prospective investors should note that the General Partner, the Alternative Investment Fund Manager, the Sub-Investment Manager, the Investment Advisor, the Depositary and Paying Agent and possibly other parties may be subject to various conflicts of interest in their relationships with the Fund.

Reliance on Management: The Fund and the success of each Sub-Fund for the foreseeable future will depend significantly on the efforts and abilities of the General Partner and the Alternative Investment Fund Manager. The loss of these persons' services could have a materially adverse effect on the Fund and/or the relevant Sub-Fund. Decisions with respect to the investment management of a relevant Sub-Fund will be made by the Board of Managers and the Investment Management.

Effects of substantial redemptions: Substantial redemptions of Ordinary Shares within a limited period of time could require the liquidation of positions more rapidly than would otherwise be desirable, which could adversely affect both the value of the Ordinary Shares being redeemed and the value of the remaining outstanding Ordinary Shares. In addition, regardless of the period of time during which redemptions occur, the resulting reduction in the Fund's assets could make it more difficult for the Fund to generate profits or recover losses. Redemptions of Ordinary Shares during the first financial years of the Fund will result in a greater percentage of the Fund's offering and organizational expenses being borne by the holders of the remaining Shares or result in acceleration of amortization.

Contingent liabilities: The Fund may find it necessary upon the redemption of Shares by a shareholder to set up a reserve for un-amortized, undetermined or contingent liabilities and withhold a certain portion of a shareholder's redemption proceeds.

Changes in investment styles: The General Partner may decide to alter the Fund's investment styles without prior approval by the Fund or its shareholders if the General Partner decides that such change is in the best interests of the Fund. Any such change of strategy could result in the exposure of the Fund's assets to additional risks.

Substantial fees and expenses: The fees and expenses to which the Fund will be subject can be substantial. The Fund will therefore be required to make significant investment profits in order to avoid depletion or exhaustion of its assets.

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

FATCA provisions generally impose a reporting to the US Internal Revenue Service of direct and indirect of US Persons' ownership of non-U.S. accounts and non-U.S. entities. Failure to provide such information will lead to a 30% withholding tax applying to certain U.S. source income (including but not limited to dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends.

The Fund will do its best to satisfy any obligations to avoid any FATCA withholding tax. However, there can be no guarantee or assurance that the Fund will be able to comply with all the requirements imposed by FATCA. Should the Fund not be able to comply with the FATCA's requirements and the Fund be subject to US withholding tax on certain withholdable payments as a result of non-compliance, the Net Asset Value may be adversely affected and the shareholders may suffer significant loss as a result.

All Investors and Shareholders should consult with their own tax advisor(s) regarding the possible implication of FATCA on their investments in the Fund.

The Fund and/or its Shareholders may also be indirectly affected by the fact that a non US financial entity does not comply with FATCA regulations even if the Fund satisfies with its own FATCA obligations.

Changes in applicable law: The Fund must comply with various regulatory and legal requirements, including securities laws and tax laws as imposed by the jurisdictions under which it operates. Should any of those laws change over the life of the Fund, the regulatory and legal requirements to which the Fund and its Shareholders may be subject, could differ materially from current requirements.

Lack of regulation: although the Fund is approved by the CSSF and listed on the official list of the specialized investment funds subject to the supervision of the CSSF in accordance with the Law of 2007, this does not imply that there will be any restrictions on the Fund's trading and investment choices other than those set out in this document, nor does this imply that the activities of the Fund will be monitored on a regular basis by the Regulatory Authority.

Political and economic risks: The value of the Fund's investments may be affected by uncertainties in the form of unforeseen domestic or foreign political developments, civil disorder or constitutional crises. Abrupt changes of policy with regard to taxation, the government's fiscal and monetary stance, currency repatriation and other economic regulations are also possible, including expropriation, nationalization, or confiscation of assets or changes in legislation regarding the permissible share of foreign ownership of companies or assets.

Possible business failures and credit risk: The insolvency or other business failure of any one or more of the major companies in which the Fund invests, if applicable, could have a material and adverse effect on the Fund's performance and ability to achieve its objectives. Lack of generally available financing alternatives increases the risk of business failure. In addition, should the portfolio companies be subject to the risks associated with debt financing, it is subject to the risks that available funds will be insufficient to meet required payments and the risk that existing indebtedness will not be refinanced or that the terms of such refinancing will not be as favorable as the terms of existing indebtedness.

Risks on disposition of certain investments: In connection with the disposition of an investment in a portfolio company, the Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business. It may also be required to indemnify the purchasers of such investment to the extent that any such representations prove to be inaccurate. These arrangements may result in contingent liabilities.

Control person liability: The Fund may have important interests in some portfolio companies. The exercise of such important interest in a portfolio company may impose additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations (including securities laws) or other types of liability in which the limited liability generally characteristic of business ownership may be ignored. If these liabilities were to arise, the Fund might suffer a significant loss. In addition, the Fund's assets, including any investments made and any capital held by the Fund, might be made available to satisfy liabilities and other obligations of the Fund. If the Fund becomes subject to liability, parties seeking to have the liability satisfied may have recourse to the Fund's assets in general rather than be limited to any particular asset, such as the investment giving rise to the liability.

Litigation: The Fund might be named as a defendant in a lawsuit or regulatory action stemming from the conduct of its business and the activities of the General Partner. In the event such litigation was to occur, the Fund would bear the costs of defending against it and be at further risk if the defence in the litigation were unsuccessful.

Early termination: In the event of the early termination of the Fund, the General Partner would have to distribute to the Shareholders their *pro-rata* interest in the assets thereof. The Fund's investments would have to be sold by the General Partner or distributed to the Shareholders. It is possible that at the time of such sale certain investments may be worth less than the initial cost of the investment, resulting in a loss to the Fund and to its Shareholders. Moreover, in the event the Fund terminates prior to the complete amortization of organizational expenses, any unamortized portion of such expenses will be accelerated and will be debited from (and thereby reduce) amounts otherwise available for distribution to Shareholders.

Institutional Risks: The institutions, including brokerage firms and banks, with which the Fund (directly or indirectly) does business, or to which securities have been entrusted for custodial and prime brokerage purposes, may encounter financial difficulties that impair the operational capabilities or the capital position of the Fund. Brokers may trade with an exchange as a principal on behalf of the Fund, in a "debtor-creditor" relationship, unlike other clearing broker relationships where the broker is merely a facilitator of the transaction. Such broker could therefore have title to part of the assets of the Fund (for example, the transactions which the broker has entered into on behalf of the Fund) as principal as well as with regard to the margin payments which the Fund provides. In the event of such broker's insolvency, the transactions which the broker has entered into as principal could default and the assets of the Fund could become part of the insolvent broker's estate, to the detriment of the Fund. In this regard, the Fund's assets may be held in "street name" so that a default by the broker may cause the rights of the Fund to be limited to that of an unsecured creditor. The Fund may intend to potentially use directly a prime broker for custodial and prime brokerage purposes. The prime brokerage agreement shall incorporate a legally enforceable right of set-off in favour of the Fund, and the prime broker shall agree to return the same or equivalent securities to the Fund at the end of the prime brokerage relationship. However, in some cases such right of set-off in favour of the Fund may not be enforceable in certain jurisdictions.

It should be noted that the General Partner and the initiator have consulted with lawyers, service partners and other experts regarding the formation of the Fund. Such personnel are accountable to the Fund only and not to

the Shareholders themselves. Each prospective investor should consult his own legal, tax and financial advisors regarding the desirability of an investment in the Fund.

Risks related to political and other macro risks investments in emerging countries: The Sub-Funds' investments in emerging countries, if any, can be adversely affected by political, economic and diplomatic changes. Also, individual countries in which the Fund is active may experience one or more natural or man-made disasters such as floods, hurricane, drought, health epidemic, war, terrorist attack, or civil unrest. Such events, even with an efficient and adequate response, may have a materially adverse effect on the Fund's portfolio and or operations in the affected country.

Degree of regulation in emerging countries: The degree of regulation in emerging countries may be less stringent than that in more developed countries. Also, companies in emerging countries may be subject to accounting, auditing and financial reporting standards, practices and disclosure requirements that are not comparable to those used in developed countries. Furthermore, in certain countries and for certain types of securities forming part of the portfolio, the validity of title may be challenged by third parties or by the relevant issuers due to the possible deficiencies arising from applicable laws and regulations.

Efficiency of settlement systems and liquidity issues in emerging countries: Settlement systems in emerging countries may be less well recognized than in developed countries. There may be a risk that settlement may be delayed and that securities of the Sub-Funds may be in jeopardy because of failures or of defects in the system. Market practice may even require that payment be made prior to receipt of the security, or that delivery of the security be made before payment is received. In such cases, default by the counterparty through whom the transaction is effected might result in a loss being suffered by the Sub-Funds. Also, securities in emerging countries securities can be substantially less liquid than securities in more developed countries. This may adversely affect the timing and pricing of the Sub-Funds' acquisitions and disposals of such securities. Furthermore, the Sub-Funds may hold investments in companies whose daily volumes of shares traded are low. This may also qualify the shares of such companies as less liquid.

Collateralized loans: Where a Sub-fund invests in collateralized loans (or in any dismemberment of sub-participation thereof), the investments will usually be secured over the fixed and/or current assets of the borrower(s)/issuer(s), including tangible and intangible assets and shares, subject to applicable local laws and economic benefit. While security may provide some protection against devaluation due to a default on a loan, losses may not be completely covered by the liquidation or sale of security. To the extent the loan is secured by shares of the borrower(s) and/or its/their subsidiaries and affiliates, such shares may lose all of their value in the event of a bankruptcy or insolvency of the borrower(s). As a result, the relevant Sub-Fund might not receive payments to which it is entitled and thereby may experience a decline in the value of the investment. In addition, there is a risk that as a result of an enforcement of a security, the relevant Sub-Fund becomes the owner of the collateral, which may include tangible and/or intangible assets. In such case, the General Partner and the AIFM will seek to dispose of such assets as soon as practicable taking into account the interests of the relevant Sub-Fund and the market conditions.

4.2.2 Risks related to the portfolio valuation

Prospective investors should acknowledge that the portfolio of the Sub-Funds will be composed of assets of different natures in terms of *inter alia* geographies, financial statements formats, reference currencies, accounting principles, types and liquidity of securities, coherence and comprehensiveness of data.

As a result, the valuation of the portfolio and the production of the Net Asset Value calculation will be a complex process which might in certain circumstances require the Fund to make certain assumptions in order to produce the desired output.

The lack of an active public market for securities and debt instruments will make it more difficult and subjective to value investments of the Sub-Funds for the purposes of determining the Net Asset Value.

4.2.3 Risks related to investments in other UCIs

The investment by a Sub-Fund in target Undertakings for Collective Investment (“UCIs”) may result in a duplication of some costs and expenses which will be charged to the Sub-Fund, i.e. setting up, filing and domiciliation costs, subscription, redemption or conversion fees, management fees, depositary bank fees, auditing and other related costs. For Shareholders of the said Sub-Fund, the accumulation of these costs may cause higher costs and expenses than the costs and expenses that would have been charged to the said Sub-Fund if the latter had invested directly.

4.3 MANAGEMENT AND ADMINISTRATION

4.3.1 General Partner of the Fund

The General Partner is **Auriga Investments S.à.r.l.**, a private limited liability company organized under the laws of Luxembourg, incorporated on 29 March 2017 with an initial share capital of EUR 12,500. The articles of incorporation of the General Partner were published in the *RESA* under reference RESA_2017_088.79 on 12 April 2017. The General Partner is registered with the *Registre de Commerce et des Sociétés*, Luxembourg, under number B.213.905.

Pursuant to the Articles, as holder of the Management Share, the General Partner has responsibility for managing the Fund in accordance with the Offering Documents, Luxembourg laws and other relevant legal requirements.

Shareholder(s) representing at least 10% of the share capital of the Fund may, individually or collectively address written questions to the General Partner regarding one or more acts of management of the Fund or of any affiliate thereof regarded as such for consolidation purposes. Should the General Partner fail to provide an answer within one month from the date of the request, the Shareholder shall defer the matter to the judge of the relevant chamber of the District Court in accordance with the provisions of article 1400-3 of the Law of 1915. Furthermore, Shareholder(s) representing at least 10% of votes entitled to be expressed at the annual meeting of Shareholders have the right to bring an action against the General Partner on behalf of the Fund.

The General Partner is responsible for the overall supervision of the investment policy of the Fund, including the investment and divestment decisions, subject to the risk diversification rules and investment restrictions set out in this Investment Memorandum.

The General Partner shall have the power to suspend voting rights of the Shareholder(s) in breach of his/her/its obligations under the Articles or the Subscription Application Form.

The General Partner is also responsible for selecting, on behalf of the Fund / Sub-Fund(s), the Alternative Investment Fund Manager, the Depositary and Paying Agent, the Administrative Agent, the Registrar and Transfer Agent and other

such agents as deemed appropriate. The General Partner may establish committees having specific duties and such committees shall exercise their activities under the responsibility of the General Partner.

The General Partner may, at any time and in its discretion, decide to create additional Sub-Funds whose investment objectives and policies, risk profile, duration (including limited duration), exit strategies, investment conditions or other features may differ from those of the Sub-Funds then existing and, in such cases, this Investment Memorandum will be updated accordingly. Further, the General Partner may authorise new Classes of Shares from time to time to be included in the existing Sub-Funds or any additional Sub-Fund. The General Partner may at any time decide to close a Sub-Fund, or one or more Classes of Shares within a Sub-Fund, to further subscriptions.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as general partner of the Fund, the Fund shall not be immediately dissolved and liquidated, provided that an administrative agent, who needs not be a Shareholder, is appointed to effect urgent or mere administrative acts, until a general meeting of shareholders is held, which such administrative agent shall convene within fifteen (15) days of his/her/its appointment. At such general meeting, the Shareholders may appoint, in accordance with the quorum and majority requirements for amending the Articles, a successor manager. Failing such appointment, the Fund shall be dissolved and liquidated.

In accordance with Luxembourg laws, should the General Partner delegates part of its authority, it will always be under its overall responsibility.

4.3.1.1. The Board of Managers of the General Partner

The Board as at the date of this Investment Memorandum is composed as follows:

- **Mr. Jose Luis Mosquera**

Mr. Jose Luis Mosquera has over 18 years of investment, prop trading and market-making experience across different asset classes in cash and derivative forms and has been responsible for managing trading teams at top-tier investment banks like Barclays Capital (London), UBS (London) and HSBC.

Mr. Jose Luis Mosquera was a founding partner of Breogan Global Financials Fund an innovative UCITS compliant Credit Hedge Fund. Prior to joining RHO Investments SIL in 2015, he was a Managing Director and European Head of Financials Trading at HSBC Global Markets, London.

Mr. Jose Luis Mosquera holds a degree in Economics and business Administration from UDC (Spain) and an MSc in International Securities, Investment and Banking from the ICMA Centre at Henley Business School (United Kingdom).

- **Mr. Michael Bartlett**

Mr. Michael Bartlett has over 25 years of experience in asset management industry, focused and driven finance professional in two core areas, fixed income trading, research and structuring and, marketing, capital raising for funds.

Mr. Michal Bartlett has worked in Nomura Securities Limited in Tokyo, leader of the capital markets team, after that he worked in SBCI Securities Limited in Tokyo, Credit Suisse First Boston and Allied Domecq PLC, in which

he was deputy global group treasurer and Deutsche Bank London being director of equity finance, Global Head of Capital Introductions.

In 2003, he founded Hedge Advisors Limited/Brook Partners, company dedicated to capital raising for hedge funds.

and

- **Mr. Benoit Andrianne**

Mr. Benoît Andrianne has been working for more than 15 years in the Luxembourg fund industry. He has been appointed for several mandates as investment funds director by international fund promoters in the UK, USA, Canada, France, Spain and Portugal.

Until December 2013, Benoit was a member at Kinetic Partners Group, after Kinetic acquires AB Fund Services in December 2011. Kinetic Partners is an award winning global professional services firm focused exclusively on the financial services industry. They provide a full range of consulting, regulatory compliance, due diligence, tax, corporate recovery, forensic, risk and audit & assurance services to clients who value our expert service, delivery and unique approach.

Benoît was previously a founding partner at AB Fund Services, a fully independent PSF licensed company created in 2005 to help fund promoters meeting substance and monitoring risk derived from day-to-day organization of UCITS funds.

Prior to creating AB Fund Services, Benoît worked for Société Générale Securities Services (Groupe Société Générale) and for Kredietbank S.A. Luxembourg where he was in charge of the third party fund business development, fund technical structuring and process optimization.

Benoît Andrianne has a master in finance from the Hautes Etudes Commerciales (HEC).

4.3.1.2. Removal of the General Partner

The General Partner may not be removed by the Fund and replaced by another General Partner except for a material and serious breach of the Articles or this Investment Memorandum which cannot be promptly remedied, material gross negligence, fraud, criminal offence or other serious wilful misconduct committed by the General Partner when managing the Fund and the Sub-Funds.

The removal as mentioned above requires (i) a decision of the general meeting of Shareholders with a ninety percent (90%) majority of the votes cast at such meeting. Such general meeting of the Shareholders may be held at any time and called by the General Partner upon the request of Shareholders representing at least seventy-five percent (75%) of the share capital of the Fund. Decisions shall be validly passed without the concurrence of the General Partner.

In case of removal, the General Partner shall procure that the Management Shares held by it at the time it is removed from office is forthwith transferred to any successor General Partner that shall be appointed for the management of the Fund and shall sign all acts, contracts and deeds and in general do all things that may be necessary to implement such transfer.

Upon a decision of the general meeting of Shareholders to remove the General Partner, the Fund shall have the right to re-purchase the Management Shares at a price equal to the Issue Price paid upon subscription of such Management Shares or to transfer such right to re-purchase (at the same purchase price) to the replacement General Partner, and the Management Shares shall be transferred to the Fund or to the replacement General Partner, as the case may be, and such transfer shall be registered in the Register with effect as of the date on which the Fund is notified such purchase.

In case of removal, the Fund shall issue no break-up fee to the General Partner and the latter shall not be entitled to any transaction payment in respect of which it has acted fraudulently.

Indemnification. Neither the General Partner, nor any of its affiliates, shareholders, officers, directors, agents and representatives (collectively, the «**Indemnified Parties**») shall have any liability, responsibility or accountability in damages or otherwise to any Shareholder, and the Fund agrees to indemnify, pay, protect and hold harmless each of the Indemnified Parties from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Indemnified Parties or the Fund) and all costs of investigation in connection therewith which may be imposed on, incurred by, or asserted against the Indemnified Parties, the Fund or in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Fund, on the part of the Indemnified Parties when acting on behalf of the Fund or on the part of any agents when acting on behalf of the Fund, provided that the General Partner shall be liable, responsible and accountable for and shall indemnify, pay, protect and hold harmless the Fund from and against, and the Fund shall not be liable to the General Partner for, any portion of such liabilities, obligations, losses, damages, penalties, actions, judgements, suits, proceedings, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Fund and all costs of investigation in connection, therewith asserted against the Fund) which result from the General Partner fraud, gross negligence, wilful misconduct or material breach of the Investment Memorandum and the Articles.

4.3.2 The Alternative Investment Fund Manager

The General Partner of the Fund has entered into an Alternative Investment Fund Management Agreement with **Quadriga Asset Managers, S.G.I.I.C., S.A.** dated as of 30 March 2017, whereby **Quadriga Asset Managers, S.G.I.I.C., S.A.** would perform investment and risk management services for the Fund, on such terms as mentioned in the Alternative Investment Fund Management Agreement.

Quadriga Asset Managers, S.G.I.I.C., S.A. is an independent management company, inscribed in the *Comision Nacional del Mercado de Valores* under number 242 in 12 February 2015.

Quadriga Asset Managers, S.G.I.I.C., S.A. is authorized in accordance with Chapter 2 of the Law of 2013.

Subject to its overall responsibility, control, and supervision, the Alternative Investment Fund Manager may appoint within a Sub-Fund a sub-investment manager in order to perform some investment management services, in accordance with a sub-investment management agreement.

The name of the sub-investment manager as well as the fees to which it is entitled are further described in the relevant Appendix of this Investment Memorandum.

4.3.3 Depositary and Paying Agent

The Fund has appointed Société Générale Bank & Trust pursuant to the Depositary and Paying Agent Agreement dated as of 30 March 2017 as depositary of all of the Company's assets, including its cash and securities. Société Générale Bank & Trust has also been appointed as paying agent of the Fund.

Société Générale Bank & Trust, has its registered address at 11, avenue Émile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg and its operational center at 28-32, Place de la Gare, L-1616, Luxembourg, Grand Duchy of Luxembourg.

It shall carry out its functions and responsibilities in accordance with the provisions of the Law of 2007 and the Law of 2013, in particular with Article 19 of such law. The Depositary will perform its functions impartially and with all the requested due skill, care and diligence, the Depositary must in general ensure that the Fund's cash flows are properly monitored, and shall in particular ensure that all payments made by or on behalf of investors upon the subscription of units or shares of the Sub-Funds have been received and that all cash of the Fund / Sub-Fund has been booked in cash accounts opened in the name of the Fund or in the name of the AIFM acting on behalf of the Fund or in the name of the Depositary acting on behalf of the Fund in accordance with Article 18(1) of Directive 2006/73/EC, or another entity of the same nature, in the relevant market where cash accounts are required provided that such entity is subject to effective prudential regulation and supervision which have the same effect as European Union law and are effectively enforced and in accordance with the principles set out in Article 16 of Directive 2006/73/EC.

The Depositary shall undertake all the usual functions of a bank with regard to the deposit of the Fund's assets, in accordance with Luxembourg laws and regulations. In particular (but not limited to), the assets of the Fund must be entrusted to the Depositary for safe-keeping, taking into account the following elements:

- (a) for financial instruments that can be held in custody: (i) the Depositary must hold in custody all financial instruments that can be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the depositary; (ii) for that purpose, the Depositary must ensure that all those financial instruments that can be registered in a financial instruments account opened in the Depositary's books are registered within segregated accounts, in accordance with the principles set out in Article 16 of Directive 2006/73/EC, opened in the name of the Fund, so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times;
- (b) for other assets: (i) the Depositary must verify the ownership of the Fund (or the AIFM acting on behalf of the Fund) of such assets and shall maintain a record of those assets for which it is satisfied that the Fund (or the AIFM acting on behalf of the Fund) holds the ownership of such assets; (ii) the assessment whether the Fund (or the AIFM acting on behalf of the Fund), holds the ownership shall be based on information or documents provided by the Fund or the AIFM and, where available, on external evidence; (iii) the Depositary must keep its record up-to-date.

The depositary may delegate to third parties the functions referred to in the above paragraph, provided that the conditions set out in the Law of 2013 (e.g. paragraph (11) of article 19) are fulfilled.

The Depositary's liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping.

In addition to the tasks referred to above, the Depositary must:

- (a) ensure that the sale, issue, re-purchase, redemption and cancellation of units or shares of the Fund/Sub-Funds are carried out in accordance with the applicable national law and the Articles;
- (b) ensure that the value of the units or shares of the AIF is calculated in accordance with the applicable national law, the Articles and the procedures laid down in Article 19 of the Directive 2011/61/EU;
- (c) carry out the instructions of the AIFM, unless they conflict with the applicable national law or the Articles;
- (d) ensure that in transactions involving the Fund's assets any consideration is remitted to the Fund within the usual time limits;
- (e) ensure that a Fund's income is applied in accordance with the applicable national law and the Articles.

The Paying Agent shall be responsible for the collection of subscription monies in relation to the issue of Shares as well as for making payments in relation to the redemption of Shares and, if applicable, payments of dividends to Shareholders.

The assets of the Fund may, under the supervision of the Depositary, be deposited with one or more Prime Brokers, which shall be selected and appointed by the AIFM with due skill, care and diligence.

The Depositary and Paying Agent Services Agreement may be terminated by either party on giving to the other party a notice in writing specifying the date of termination which will not be less than ninety (90) days after giving such notice.

The Fund shall, in the event of such termination, see to the replacement of the Depositary at the date on which the Depositary and Paying Agent Services Agreement will be terminated. Until such replacement which shall be effected within a two months' period at the latest, the Depositary shall take all necessary reasonable measures to preserve the interests of the Shareholders of the Fund.

4.3.4 Administrative Agent and Domiciliary Agent

Société Générale Bank & Trust has been appointed to act as domiciliary Agent and administrative Agent of the Fund pursuant to the Administrative Agent Agreement dated as of 30 March 2017. The Administrative Agent will be responsible for all the services set out in the Administrative Agent Agreement, in particular, in accordance with the Law of 2007 and the Law of 2013, the Administrative Agent has been appointed by the AIFM as external valuer for the proper and independent valuation of the assets of the Fund. The Administrative Agent shall perform its functions impartially and with all the requested due skill, care and diligence, and shall not delegate the valuation function to a third party. The Administrative Agent will also provide accounting and secretarial services to the Fund.

Société Générale Bank & Trust has its registered address at 11, avenue Émile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg and its operational center at 28-32, Place de la Gare, L-1616 Luxembourg, Grand Duchy of Luxembourg.

The Administrative Agent Agreement may be terminated by either party on giving to the other party a notice in writing specifying the date of termination which will not be less than ninety (90) days after giving such notice, in compliance with the terms and conditions of the Administrative Agent Agreement.

4.3.5 Registrar and Transfer Agent

Société Générale Bank & Trust has been appointed to act as registrar and transfer agent, pursuant to a registrar agent agreement dated as of 30 March 2017 (the “**Registrar and Transfer Agent Agreement**”). Société Générale Bank & Trust will notably process all subscriptions, redemptions, conversions, cancellations and transfers of Shares and will register these transactions in the Register. As Registrar and Transfer Agent, it shall also, under the responsibility of the AIFM, (i) identify all prospective Shareholders, (ii) ensure the compliance of the Shareholders with any eligibility requirement provided for under any applicable law or regulation and (iii) inform the AIFM and the General Partner if anything is brought to its attention which in its opinion may conflict with such eligibility requirements.

The Registrar and Transfer Agent Agreement may be terminated at any time by either party on three (3) months' prior written notice by registered mail to the other party in compliance with the terms and conditions of the Registrar and Transfer Agent Agreement.

4.3.6 Prime broker

The AIFM may use the services of prime brokers to borrow securities and cash in order to be able to invest on a leveraged basis. Prime brokers may *inter alia* provide a centralized securities clearing facility for the Fund and the Fund's collateral requirements may be netted across all deals handled by prime brokers. Prime brokers will charge fees on financing the Fund's long and short cash and securities position and in some cases, for clearing the positions (see section “**Risks Considerations**”). If and where a prime broker is appointed by the AIFM, the relevant Appendix will be updated.

The appointment of a Prime Broker as depositary of the Fund under a Prime Brokerage Agreement, as the case may be, is operationally and hierarchically separated from the appointment of the Depositary by the Fund. The Depositary will perform a separate custody and supervisory function as envisaged under Luxembourg law and regulation. Potential conflicts of interest shall be identified, managed, monitored and disclosed to investors. Such functions of the Depositary are not altered by the appointment of a Prime Broker as depositary of the Fund.

The Fund shall inform as soon as possible in advance the Depositary if it intends to appoint a Prime Broker. The Depositary shall have the right to accept or refuse such Prime Broker and to countersign and/or enter into an agreement with such Prime Broker to enable the Depositary to comply with its obligations under the Law of 2007 and the AIFM Rules.

4.3.7 Auditor

The Fund has appointed KPMG Luxembourg, société coopérative as auditor of the Fund for a period of one (1) year. The auditor can be re-elected.

4.3.8 The Investment Advisor

One or more investment advisors may be appointed in the Sub-Funds by the General Partner and the AIFM, in order to be advised and assisted. The names, rights and functions of the appointed Investment Advisors will be detailed in the relevant Appendix.

The Investment Advisor is carefully selected by the Fund based on its experience, know-how, skills and reputation as well as the specific needs required by the investment objectives, the restrictions and the policy of a relevant Sub-Fund.

The AIFM and the General Partner select under their own responsibility an Investment Advisor and supervises the performance of the latter. Subject to the overall supervision of the AIFM and the General Partner, the Investment Advisor is responsible for identifying, reviewing, and evaluating investment and investment realization opportunities.

In consideration of the services provided by the Investment Advisor for the benefit of the Fund, the Investment Advisor shall be compensated by the Fund for all operating expenses incurred in the provision of such services.

4.4 REGULATORY DISCLOSURE

4.4.1 *Conflict of Interests*

The Fund is organized and structured to minimize the risk of investors' interests being prejudiced by conflict of interest arising between the Fund and, where applicable, any person contributing to its business activity or any person linked directly or indirectly to the Fund. The AIFM maintains and applies in accordance with the Law of 2013 effective and appropriate organizational and administrative arrangements able to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the Fund and its Shareholders. Shareholders may obtain, free of charge, the Conflicts of Interest Policy at the registered office of the Fund.

The AIFM shall act exclusively in the best interests of the Fund.

However, prospective investors should note that the General Partner, the Depositary, the Alternative Investment Fund Manager and possibly other parties may be subject to various conflicts of interest in their relationships with the Fund. In such a case, the General Partner shall ensure that investors' interests are safeguarded. The following considerations are given on a non-exhaustive basis.

No contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the fact that the General Partner or any one or more of the managers is interested in, or is a director, associate, officer or employee of, such other company or firm.

Any manager of the General Partner who serves as a director, manager, officer or employee of any company or firm with which the Fund shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

The Depositary and Paying Agent, in carrying out its role as depositary of the Fund, must act solely in the interest of the Shareholders.

The Administrative Agent and the Depositary and Paying Agent are the same entity. However, Société Générale Bank & Trust has ensured that both functions are operationally and hierarchically separated.

Should the General Partner become aware of a material conflict of interest in a contemplated transaction, the General Partner shall use its best endeavours to settle such conflict on an arm's length basis prior to completion of such transaction.

In the course of their regular business activities, Shareholders may possess, or come into possession of, information directly relevant to investment decisions of the Fund. No such Shareholders will be required or expected to disclose or otherwise reveal any such information to third parties, including the Fund.

4.4.2 Remuneration

The AIFM will establish a remuneration policy which shall be applicable to all identified staff members in the AIFM Regulation and the ESMA Guidelines 2013/201.

4.4.3 Inducements

Third parties, including affiliates of the AIFM may be remunerated or compensated in monetary form for distribution activities performed in relation to the Fund and its sub-funds on terms the AIFM has agreed with such parties. With reference to these transactions, an Investor may receive further details of such remuneration or compensation arrangements or any amount received by or shares with such parties on request. Third parties involved in portfolio management activities of the Funds, including affiliates of the AIFM, whether they receive a service from another party or perform a service for the benefit of another party, may also receive from or grant benefits to these other parties in monetary or other form (including but not limited to, soft dollars commissions, rebates or any other advantages). Such benefits, in monetary or other form, shall be used in the best interest of the Company, the relevant Sub-Fund and the Shareholders and shall be disclosed to the AIFM. The Fund, the AIFM and the third parties take reasonable steps to ensure that such benefits are not likely to conflict with any duty of the Fund, the AIFM and the third parties are subject to under any relevant legal or regulatory provision.

4.4.4 Fair treatment

Under the conditions set forth in Luxembourg laws and regulations, each Investor should note that one or more Investor(s) of any sub-fund may obtain a preferential treatment as regards, amongst others, the fees to be paid, the various reports and information to be received, the right to be consulted and/or represented in advisory and/or any other Fund's committees, the co-investment opportunities, etc. Further details on any such preferential treatment, including the type of investors that may obtain such preferential treatment will be made available to all investors without cost upon request.

In accordance with the AIFM Regulation, the AIFM will establish procedures, arrangements and policies to ensure compliance with the principle of fair treatment of investors, which includes but is not limited to the following obligations for the AIFM:

- to act in the best interest of the relevant sub-fund and the Investors;
- to execute investment decisions in accordance with the investment policy, strategy and objective and the risk profile of the relevant sub-fund;
- to take all reasonable measures to ensure that orders are executed to obtain the best possible result;

- to avoid conflict of interests and where they cannot be avoided to manage and monitor these conflict of interests in accordance with the conflict of interests policy in order to prevent them from adversely affecting the interest of the relevant sub-fund and the investors;
- to prevent from placing the interest of any group of Investors above the interests of any other group of Investors;
- to ensure fair, correct and transparent pricing and valuation systems are used for the sub-funds;
- to prevent undue costs being charged to the relevant sub-fund and the investors.

4.4.5 Liquidity Management

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

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

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

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

Escalation measures: If the AIFM has any anticipated or actual liquidity shortages or other distressed situations of a Sub-Fund, this will be immediately reported to the General Partner and the board of the Fund.

Stress-tests: The AIFM will regularly conduct stress tests to assess the liquidity risk of each Sub-Fund. This includes both normal and exceptional liquidity conditions. The stress testing considers the following:

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

Alignment of investment strategy, liquidity profile and redemption policy: The AIFM will ensure that the investment strategy, liquidity profile and redemption policy for each Sub-Fund are aligned. They are deemed to be aligned when investors are able to redeem their investments in a manner consistent with the fair treatment of all of the Fund's investors. The AIFM will consider the impact that redemptions may have on the underlying prices of the individual assets of the Fund.

4.5 EXPENSES

4.5.1 Subscription, redemption and conversion charges borne by the Investor

Subscription, conversion and redemption fees as disclosed in the relevant Appendix may apply in each Sub-Fund.

4.5.2 Fees of the General Partner

The General Partner is entitled to receive out of the assets of the Fund a fee calculated in accordance with customary banking practice in Luxembourg. The details of such fee (the "GP-Fee") may be obtained at the registered office of the General Partner and the Fund.

4.5.3 Fees of the Alternative Investment Fund Manager

The Alternative Investment Fund Manager is entitled to receive from each Class within each Sub-Fund a part or the entirety of the Management Fee and / or of the Performance Fee payable on such terms as disclosed for each Sub-Fund individually in the relevant Appendix to the Investment Memorandum, plus a part or the entirety of the Placement Fee, if applicable. The amount of such fees is specified, the case being, for each Class of each Sub-Fund in the relevant Appendix.

The Alternative Investment Fund Manager will be entitled to receive a Management Fee consisting of (i) an annual fee equal to 0,03% of the net asset value of each sub-fund or class, calculated on a monthly basis and subject to a minimum of 3,000.- EUR per sub-fund ("Base Management Fee") and (ii) a fee equal to a percentage of the net asset value of each sub-fund ("Variable Management Fee"), as further detailed in the relevant supplement.

In case a Sub-Investment Manager has been appointed for a particular Sub-Fund, its fees will be specified in the relevant Appendix.

4.5.4 Fees of the Investment Advisor

The Investment Advisor, if any, is entitled to receive from each Class within each Sub-Fund an advisory fee payable on such terms as disclosed for each Sub-Fund individually in the relevant Appendix to the Investment Memorandum. The amount of such fees is specified, the case being, for each Class of each Sub-Fund in the relevant Appendix.

4.5.5 Fees of the Administrative Agent

In accordance with the Administrative Agent Agreement, the Administrative Agent is entitled to receive out of the assets of the Fund a fee calculated in accordance with customary banking practice in Luxembourg (on the basis of the net asset value of each Sub-Fund and additional fixed fees), calculated on an annual basis and paid quarterly in arrears. In addition,

all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the provision of services to the Fund pursuant to this Administrative Agent Agreement, shall be reimbursed by the Fund to the Administrative Agent on a quarterly basis in arrears.

4.5.6 Fees of the Depositary and Paying Agent

In accordance with the Depositary and Paying Agent Services Agreement, the Depositary and Paying Agent is entitled to receive out of the assets of the Fund a fee calculated in accordance with customary banking practice in Luxembourg, calculated on the assets held by of each Sub-Fund and paid quarterly in arrears as well as additional fixed fees.

In addition, all reasonable out-of-pocket expenses incurred by the Depositary in connection with the provision of services to the Fund pursuant to this Depositary and Paying Agent Agreement, shall be reimbursed by the Fund to the Administrative Agent on a quarterly basis in arrears.

4.5.7 Fees of the Domiciliary Agent

The Domiciliary Agent is entitled to receive out of the assets of the Fund a fixed fee calculated in accordance with customary banking practice in Luxembourg, calculated on an annual basis and paid quarterly in arrears. In addition, the Domiciliary Agent is entitled to be reimbursed out of the assets of the relevant Sub-Fund for its reasonable out-of-pocket expenses and disbursements and for the charges of any correspondents.

4.5.8 Fees of the Registrar and Transfer Agent

The Registrar and Transfer Agent is entitled to receive out of the assets of the Fund a fixed fee calculated in accordance with customary banking practice in Luxembourg, to be paid on a quarterly basis in arrears.

In addition, all reasonable out-of-pocket expenses incurred by the Registrar and Transfer Agent in connection with the provision of services to the Fund pursuant to this Registrar and Transfer Agent Agreement, shall be reimbursed by the Fund to the Registrar and Transfer Agent on a quarterly basis in arrears.

4.5.9 Fees of the Prime Broker

A Prime Broker of a Sub-Fund, if any, is entitled to receive from each Sub-Fund a brokerage fee payable on such terms as disclosed for each Sub-Fund individually in the relevant Appendix to the Investment Memorandum.

4.5.10 Annual charges and expenses borne by the Fund

All costs and expenses relating to the organisation of the Fund, including government incorporation charges and professional fees and expenses in connection with the preparation of the Fund's offering documents and the preparation of its basic corporate and contract documents which are estimated to be approximately EUR 50,000.-. Such costs and expenses for the first Sub-Fund and the incorporation of the Fund will be amortized by the Fund over a period of five (5) years of the Fund's commencement of operation.

For any additional Sub-Fund created, expenses incurred in connection with the creation of such additional Sub-Fund shall exclusively be borne by the relevant Sub-Fund and shall be written off over a period of a maximum of five (5) years as indicated in the relevant Appendix to this Investment Memorandum.

As from 1 January 2018¹, an annual lump sum of EUR 8,000.- must be paid by the Fund to the CSSF and a single lump sum of EUR 7,000 for the examination of the authorisation request by the Fund had to be paid to the CSSF. Each Sub-Fund will be charged proportionally to its respective Net Asset Value relative to the total Net Asset Value of all the Sub-Funds

4.5.11 Other expenses

Contingent liabilities

The General Partner may accrue in the accounts of the Fund an appropriate provision for current taxes payable which are certain or probable to occur and can be measured with reasonable accuracy in the future based on the capital and income to the Valuation Day, as determined from time to time by the General Partner, as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any risks or liabilities of the Fund (i.e. liabilities for past events which are definite as to their nature and are certain or probable to occur and can be measured with reasonable accuracy, which might arise during the life of the Fund and may include potential liabilities arising from any disputes (such as with a buyer or a tax authority) or as a result of any warranty or other similar arrangement arising as a result of a disposal of an investment of the Fund), provided that for the avoidance of doubt, on the basis that the assets are held for investment, it is not expected that such provisions shall include any deferred taxation.

The Fund also bears its other operational and administrative costs including but not limited to the costs of selling and buying assets, the costs of legal publication, governmental charges, legal, auditing and quality controlling deeds, reporting expenses, the remuneration of the managers and their reasonable out-of-pocket expenses, reasonable marketing and investor services expenses. All expenses are accrued on each Valuation Day in determining the Net Asset Value and are charged first against income.

4.6 POOLING

For the purpose of effective management, and subject to the provisions of the Articles and to applicable laws and regulations, the General Partner may invest and manage all or any part of the portfolio of assets established for two or more Sub-Funds (for the purposes hereof "**Participating Sub-Funds**") on a pooled basis. Any such asset pool shall be formed by transferring to it cash or other assets (subject to such assets being appropriate with respect to the investment policy of the pool concerned) from each of the Participating Sub-Funds. Thereafter, the General Partner may from time to time make further transfers to each asset pool.

Assets may also be transferred back to a Participating Sub-Fund up to the amount of the participation of the Share Class concerned. The Share of a Participating Sub-Fund in an asset pool shall be measured by reference to notional units of equal value in the asset pool. On formation of an asset pool, the General Partner shall, in their discretion, determine the initial value of notional units (which shall be expressed in such currency as the General Partner considers appropriate) and shall allocate to each Participating Sub-Fund units having an aggregate value equal to the amount of cash (or to the value of other assets) contributed. Thereafter, the value of the notional unit shall be determined by dividing the net asset value of the asset pool by the number of notional units subsisting.

¹ Règlement grand-ducal du 21 décembre 2017 relatif aux taxes à percevoir par la Commission de surveillance du secteur financier, as amended.

When additional cash or assets are contributed to or withdrawn from an asset pool, the allocation of units of the Participating Sub-Fund concerned will be increased or reduced, as the case may be, by a number of units determined by dividing the amount of cash or the value of assets contributed or withdrawn by the current value of a unit. Where a contribution is made in cash, it will be treated for the purpose of this calculation as reduced by an amount which the Board consider appropriate to reflect fiscal charges and dealing and purchase costs which may be incurred in investing the cash concerned; in the case of cash withdrawal, a corresponding addition will be made to reflect costs which may be incurred in realizing securities or other assets of the asset pool.

Dividends, interest and other distributions of an income nature received in respect of the assets in an asset pool will be immediately credited to the Participating Sub-Funds in proportion to their respective participation in the asset pool at the time of receipt. Upon the dissolution of the Fund, the assets in an asset pool will be allocated to the Participating Sub-Funds in proportion to their respective participation in the asset pool.

4.7 DETERMINATION OF THE NET ASSET VALUE

The Net Asset Value per Share of each Class shall be calculated by the Administrative Agent under the ultimate responsibility of the AIFM with respect to each Valuation Day in accordance with Luxembourg law.

The Net Asset Value of each Sub-Fund will be provided in the Reference Currency. The Net Asset Value of each Class will be provided in the currency in which such Class is denominated.

The Net Asset Value per Ordinary Share is the Net Asset Value that can be properly allocated to the relevant Class divided by the number of Ordinary Shares of the relevant Class outstanding as of the relevant Valuation Day. The Net Asset Value will be rounded to four (4) decimal places.

The Subscription Price and the Redemption Price of the different Classes may differ as a result of the differing fee structure and/or distribution policy applicable to each Class.

The total net assets of the Fund will be equal to the difference between the gross assets and the liabilities of the Fund based on consolidated accounts prepared in accordance with Luxembourg GAAP provided that the equity or liability interests attributable to Shareholders derived from these financial statements will be adjusted to take into account the fair (i.e. discounted) value of deferred tax liabilities (calculated on an undiscounted basis) as determined by the General Partner in accordance with its internal rules.

Provided that the Circular CSSF 02/77 on the protection of investors in case of NAV calculation error and correction of the consequences resulting from non-compliance with the investment rules (the “**Circular 02/77**”) does not automatically apply to specialized investment fund, the General Partner has decided to set internal rules for each Sub-Fund. Information on the applicable internal rules for each Sub-Fund are disclosed in the relevant Appendix for each Sub-Fund.

The valuation of the net asset value of the different classes of shares shall be made in the following manner:

4.7.1 Assets of the Sub-Funds

1. The assets of the Sub-Funds shall include:

- (i) All cash on hand or on deposit, including any interest accrued thereon;
- (ii) All bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);
- (iii) All bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Fund (provided that the Fund may make adjustments in a manner not inconsistent with paragraph 4.6.2 below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);
- (iv) All stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;
- (v) All interest accrued on any interest-bearing assets owned by the Fund except to the extent that the same is included or reflected in the principal amount of such asset;
- (vi) The preliminary expenses of the Fund, including the cost of issuing and distributing Shares of the Fund, insofar as the same have not been written off;
- (vii) All other assets of any kind and nature including expenses paid in advance.

2. The value of the assets shall be determined as follows:

- (i) The value of any cash in hand or on deposit, bills and demand notes payable and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is reduced after making such discount as the AIFM / General Partner may consider appropriate in such case to reflect the true value thereof;
- (ii) The value of transferable securities, money market instruments and any financial assets admitted to official listing on any stock exchange or dealt on any regulated market shall be based on the last available closing or settlement price in the relevant market prior to the time of valuation, or any other price deemed appropriate by the AIFM / General Partner;
- (iii) In the event that any assets are not listed or dealt in on any stock exchange or on any regulated market or if with respect to assets listed or dealt in on any stock exchange, or any regulated market the price as determined pursuant to sub-paragraph (ii) is, in the opinion of the AIFM / General Partner, not representative of the value of the relevant assets, such assets are stated at fair market value or otherwise at the fair value at which it is expected they may resold, as determined in good faith by or under the direction of the AIFM / General Partner;
- (iv) The liquidating value of futures, forward or options contracts not admitted to official listing on any stock exchange or dealt on any regulated market shall mean their net liquidating value determined, pursuant to the policies established prudently and in good faith by the AIFM / General Partner, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward and options contracts admitted to official listing on any stock exchange or dealt on any regulated market shall be based upon the last available closing or settlement prices of these contracts on stock exchanges and regulated market on which the particular futures, forward or options contracts are traded on behalf of the Fund; provided that if a future, forward or options contract could not be liquidated on the day with respect to which assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the AIFM / General Partner may deem fair and reasonable;
- (v) Units or shares of an open-ended undertaking for collective investment ("UCIs") will be valued at their last determined and available official net asset value, as reported or provided by such UCIs or its agents, or at their last estimated net asset values (i.e. estimates of net asset values) if more recent than their last official

net asset values, provided that due diligence has been carried out by the Administrative Agent, in accordance with instructions and under the overall control and responsibility of the General Partner, as to the reliability of such estimated net asset values. The net asset value calculated on the basis of estimated net asset values of the 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 administrators of the target UCI. In case of significant differences between the estimated value and the final value of the target UCI, the Fund may, at its discretion, recalculate the net asset value for the relevant period. Units or shares of a closed-ended UCI will be valued in accordance with the valuation rules set out in items (ii) and (iii) above;

- (vi) **Interest rate swaps** will be valued on the basis of their market value established by reference to the applicable interest rate curve.

Swaps pegged to indexes or financial instruments shall be valued at their market value, based on the applicable index or financial instrument. The valuation of the swaps tied to such indexes or financial instruments shall be based upon the market value of said swaps, in accordance with the procedures laid down by the General Partner.

Credit default swaps are valued on the frequency of the Net Asset Value founding on a market value obtained by external price providers. The calculation of the market value is based on the credit risk of the reference party respectively the issuer, the maturity of the credit default swap and its liquidity on the secondary market. The valuation method is recognized by the AIFM / General Partner of the Fund and checked by the auditors.

Total return swaps or total rate of return swaps ("TRORS") will be valued at fair value under procedures approved by the General Partner. As these swaps are not exchange-traded, but are private contracts into which the Fund and a swap counterparty enter as principals, the data inputs for valuation models are usually established by reference to active markets. However it is possible that such market data will not be available for total return swaps or TRORS near the Valuation Day. Where such markets inputs are not available, quoted market data for similar instruments (e.g. a different underlying instrument for the same or a similar reference entity) will be used provided that appropriate adjustments be made to reflect any differences between the total return swaps or TRORS being valued and the similar financial instrument for which a price is available. Market input data and prices may be sourced from exchanges, a broker, an external pricing agency or a counterparty. If no such market input data are available, total return swaps or TRORS will be valued at their fair value pursuant to a valuation method adopted by the General Partner which shall be a valuation method widely accepted as good market practice (i.e. used by active participants on setting prices in the market place or which has demonstrated to provide reliable estimate of market prices) provided that adjustments that the General Partner may deem fair and reasonable be made. The Fund's auditors will review the appropriateness of the valuation methodology used in valuing total return swaps or TRORS. In any way the Fund will always value total return swaps or TRORS on an arm-length basis.

All other swaps will be valued at fair value as determined in good faith pursuant to procedures established by the AIFM / General Partner;

- (vii) The value of contracts for differences will be based, on the value of the underlying assets and vary similarly to the value of such underlying assets. Contracts for differences will be valued at fair market value, as determined in good faith pursuant to procedures established by the AIFM / General Partner;
- (viii) All other securities, instruments and other assets are valued at fair market value as determined in good faith pursuant to procedures established by the AIFM / General Partner.

For the purpose of determining the value of the Fund 's assets, the Administrative Agent, having due regards to the standard of care and due diligence in this respect, may, when calculating the net asset value, completely and exclusively rely, unless there is manifest error or negligence on its part, upon the valuations provided by:

- (i) Various pricing sources available on the market such as pricing agencies (i.e., Bloomberg, Reuters) or fund administrators, or
- (ii) Prime brokers and brokers, or
- (iii) (A) specialist(s) duly authorized to that effect by the AIFM / General Partner, or
- (iv) In the case no prices are found or when the valuation may not correctly be assessed, the Administrative Agent may rely upon the valuation provided by the AIFM / General Partner.

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

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 the rate of exchange on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the AIFM / General Partner.

The AIFM / General Partner, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Fund.

4.7.2 Liabilities of the Sub-Funds

The liabilities of the Sub-Funds shall include:

- (i) All loans, bills and accounts payable;
- (ii) All accrued interest on loans of the Fund (including accrued fees for commitment for such loans);
- (iii) All accrued or payable expenses;
- (iv) All known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Fund;
- (v) An appropriate provision for future taxes based on capital and income to the Valuation Day, as determined from time to time by the Fund, and other reserves (if any) authorized and approved by the AIFM / General Partner, as well as such amount (if any) as the AIFM / General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;
- (vi) 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 expenses payable by the Fund (such as, but not limited to, formation expenses, administrative expenses, fees and expenses payable to the service providers and to the General Partner, insurance coverage of the directors, reasonable traveling costs in connection with the activity of the General Partner, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in Luxembourg and in any other country, reporting and publishing expenses, including the cost of preparing, printing, advertising and distributing Investment Memorandum, explanatory memoranda, periodical reports or registration statements, and the costs of any reports to Shareholders, 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 accrue administrative and other expenses of a regular or recurring nature based on an estimated amount on a prorate basis for yearly or other periods.

4.7.3 Allocation of the assets and liabilities of the Sub-Funds

The General Partner shall establish a Sub-Fund in respect of each Class of Shares and may establish a Sub-Fund in respect of two or more Classes of Shares in the following manner:

- (i) If two or more Classes of Shares relate to one Sub-Fund, the assets attributable to such Classes shall be commonly invested pursuant to the specific investment policy of the Sub-Fund concerned. The proceeds to be received from the issue of Shares of a Class shall be applied in the books of the Fund to the Sub-Fund established for that Class of Shares, and the relevant amount shall increase the proportion of the net assets of such Sub-Fund attributable to the Class of Shares to be issued, and the assets and liabilities and income and expenditure attributable to such Class or Classes shall be applied to the corresponding Sub-Fund subject to the provisions of this clause;
- (ii) On each occasion when Shares are issued or redeemed, the Net Asset Value to be allocated to each Share and/or sub-class of Shares shall be increased or reduced by the amount received or paid out;
- (iii) Where any asset is derived from another asset, such derivative asset shall be applied in the books of the Fund to the same Sub-Fund as the assets from which it was derived and on each revaluation of an asset, the increase or decrease in value shall be applied to the relevant Sub-Fund;
- (iv) Where the Fund incurs a liability which relates to any asset of a particular Class or Sub-Fund or to any action taken in connection with an asset of a particular class or Sub-Fund, such liability shall be allocated to the relevant Class or Sub-Fund;
- (v) In the case where any asset or liability of the Fund cannot be considered as being attributable to a particular Class of Shares or Sub-Fund, such asset or liability shall be allocated to all the Classes of Shares or Sub-Fund pro rata to the net asset values of the relevant Classes of Shares or Sub-Funds or in such other manner as determined by the General Partner acting in good faith. Each Class of Shares or Sub-Fund shall only be responsible for the liabilities which are attributable to such Class of Shares or Sub-Fund;
- (vi) Upon the payment of distributions to the holders of any Class of Shares, the Net Asset Value of such Class of Shares shall be reduced by the amount of such distributions (causing a reduction in the amount of the net asset value to be allocated to the Shares of this Class). Whereas the net asset value of accumulation shares shall remain unchanged (causing an increase in the amount of the net asset value to be allocated to accumulation shares).

All valuation regulations and determinations shall be interpreted and made in accordance with generally accepted accounting principles.

In the absence of bad faith, wrongful misconduct, gross negligence or manifest error, or except where otherwise expressly decided by the AIFM / General Partner in its sole discretion, every decision in calculating the net asset value taken by the AIFM / General Partner or by a designee of the AIFM / General Partner, under the overall responsibility of the AIFM / General Partner, in calculating the Net Asset Value, shall be final and binding on the Fund and on present, past or future

shareholders. The result of each calculation of the Net Asset Value shall be certified by a manager or a duly authorized representative or a designee of the AIFM / General Partner.

For the purpose of this Clause:

- (i) Shares of the Fund to be redeemed/converted hereof shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the Valuation Day on which such redemption is made and from such time and until paid by the Fund the price therefore shall be deemed to be a liability of the Fund;
- (ii) Shares to be issued by the Fund shall be treated as being in issue as from the time specified by the General Partner on the Valuation Day on which such issue is made and from such time and until received by the Fund the price therefore shall be deemed to be a claim due to the Fund;
- (iii) All investments, cash balances and other assets expressed in currencies other than the reference currency of the relevant Sub-Fund shall be valued after taking into account the market rates or rates of exchange in force on the relevant Valuation Day; and
- (iv) Where on any Valuation Day the Fund has contracted to:
 - Purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Fund and the value of the asset to be acquired shall be shown as an asset of the Fund;
 - Sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Fund and the asset to be delivered shall not be included in the assets of the General Partner.

Provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Day, then its value shall be estimated by the AIFM / General Partner.

4.8 SUSPENSION OF THE NET ASSET VALUE

The AIFM / General Partner may temporarily suspend the determination of the Net Asset Value per Share of any particular Sub-Fund and the issue and redemption of its Ordinary Shares from its shareholders as well as the conversion from and to Ordinary Shares of each Class:

- (i) During any period when any of the principal stock exchanges, regulated market on which a substantial plan of the Fund's investments attributable to such Sub-Fund is quoted, 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 during which dealings are substantially restricted or suspended; or
- (ii) When political, economic, military, monetary or other emergency events beyond the control, liability and influence of the Fund make the disposal of the assets of any Sub-Fund impossible under normal conditions or such disposal would be detrimental to the interests of the shareholders; or
- (iii) During any breakdown in the means of communication network or data processing facility normally employed in determining the price or value of any of the relevant Sub-Fund's investments or the current price or value on any market or stock exchange in respect of the assets attributable to such Sub-Fund; or
- (iv) During any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of Ordinary Shares of such Sub-Fund or during which any transfer of funds involved in

- the realization or acquisition of investments or payments due on redemption of Ordinary Shares cannot, in the opinion of the General Partner, be effected at normal rates of exchange; or
- (v) During any period when for any other reason the prices of any investments owned by the Fund cannot promptly or accurately be ascertained; or
 - (vi) During any period when the General Partner so decides, provided all shareholders are treated on an equal footing and all relevant laws and regulations are applied (i) as soon as an extraordinary general meeting of shareholders of the Fund or a Sub-Fund has been convened for the purpose of deciding on the liquidation or dissolution of the Fund or a Sub-Fund and (ii) when the General Partner is empowered to decide on this matter, upon its decision to liquidate or dissolve a Sub-Fund; or
 - (vii) Whenever exchanging or capital movements' restrictions prevent the execution of transactions on behalf of the Fund; or
 - (viii) When exceptional circumstances might adversely affect shareholders' interests or in the case that significant requests for subscription, redemption or conversion are received, the General Partner reserves the right to set the value of Ordinary Shares in one or more Sub-Funds only after having sold the necessary securities, as soon as possible on behalf of the Sub-Fund(s) concerned. In this case, subscriptions, redemptions and conversions that are simultaneously in the process of execution will be treated on the basis of a single net asset value in order to ensure that all shareholders having presented requests for subscription, redemption or conversion are treated equally.

Subscribers or Shareholders requesting subscription, redemption or conversion of their Ordinary Shares shall be notified by the Fund on receipt of their request for subscription, redemption or conversion.

Suspended subscriptions, redemptions and conversions will be taken into account on the first Valuation Day after the suspension ends.

Such suspension as to any class of Ordinary Shares shall have no effect on the calculation of the Net Asset Value per Ordinary Share, the issue, redemption and conversion of Ordinary Shares of any other Class or of any other relevant Sub-Fund(s).

4.9 DISTRIBUTION POLICY

Shares in a Sub-Fund may be issued as capitalization shares or distribution shares, at the discretion of the General Partner, and as disclosed in the relevant Appendix.

The general meeting of Shareholders of the Class or Classes issued in respect of any Sub-Fund (for any Class of Shares entitled to distributions) shall, upon proposal from the General Partner and within the limits provided by law, determine how the results of such Sub-Fund shall be disposed of and may from time to time declare, or authorise the General Partner to declare, distributions.

For any Class of Shares entitled to distributions, the General Partner may decide to pay interim dividends in compliance with the conditions set forth by law.

No interest shall be paid on a dividend declared by the Fund and kept by it at the disposal of its beneficiary.

Dividend distributions are not guaranteed in any Sub-Fund.

4.10 TAXATION

The following is based on the Fund's understanding of, and advice received on, certain aspects of the law and practice currently in force in Luxembourg. It should not be taken as constituting legal or tax advice. It does not purport to be a complete analysis of all possible tax situations that may be relevant to an investment decision. This summary does not allow any conclusions to be drawn with respect to issues not specifically addressed. The following description of Luxembourg tax law is based upon Luxembourg law and regulations as in effect and as interpreted by the Luxembourg tax authorities on the date of this Investment Memorandum and is subject to any amendments in law (or in interpretation thereof) later introduced, whether or not on a retroactive basis. There can be no assurance that the U.S., European Union, Luxembourg or other relevant tax laws will not be changed adversely with respect to the Fund and its Shareholders or that the Fund's income tax status will not be successfully challenged by such authorities. The tax aspects of the Fund are complex and prospective investors should consult their own tax advisors. Investors should obtain advice from their own tax advisers regarding the tax implications for them when investing in, holding and disposing of the Shares and receiving distributions in respect of the Share held.

Investors should consult their professional advisors on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming Ordinary Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile. It is the responsibility of prospective investors to inform themselves as to the tax and other consequences to them of subscribing, buying, selling or otherwise transferring or redeeming Shares under the laws of the state(s) in which they are or may be taxable.

The residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds de chômage*), as well as personal income tax (*impôt sur le revenu*) in general. Limited Shareholders may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax, and solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual tax payers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

4.10.1 Taxation of the Fund in Luxembourg

Without any prejudice to the provisions of the law dated June 21, 2005 on the taxation of savings income in the form of interest payments, the Fund is currently not liable to any Luxembourg tax on profits or income, nor are distributions paid by the Fund liable to any Luxembourg withholding tax. The Fund is, however, liable in Luxembourg to a tax ("*taxe d'abonnement*") of 0.01% per annum of their Net Asset Value, such tax being payable quarterly on the basis of the value of the aggregate net assets of the Fund at the end of each relevant calendar quarter. In case some Sub-Funds are invested in other Luxembourg investment funds, which in turn are subject to the subscription tax provided for by the law of December 20, 2002 relating to undertakings for collective investment or the Law of 2007, no subscription tax is due from the Fund on the portion of assets invested therein.

No stamp duty or other tax is payable in Luxembourg on the issue of Ordinary Shares. No Luxembourg tax is payable on the realized capital appreciation of the assets of the Fund.

A registration fee of seventy-five Euros (EUR 75.-) is payable in Luxembourg in respect of the amendments of the articles of association of the Fund as well as for its incorporation according to the Luxembourg law of 19 December 2008.

Dividends and interest received by the Fund on its investments may be subject to non-recoverable withholding or other taxes in the countries of origin. Neither the Fund nor the Depositary collects receipts for such withholding taxes on behalf of the individual or all Shareholders.

4.10.2 Luxembourg Taxation of Shareholders

(a) Resident Shareholders

Under current legislation, distributions made by the Fund to Luxembourg resident Shareholders are not subject to any withholding taxes. Corporate / individual Shareholders who are resident in Luxembourg for tax purposes will however be subject to income tax at ordinary rates. For Luxembourg individual Shareholders (acting within the management of their private wealth), capital gains realised on the redemption or sale of the Shares are only subject to income tax in Luxembourg (i) if such Shares are redeemed or sold within a period of six (6) months since their acquisition or (ii) if the Shareholder holds or has held (either solely or together with his spouse or partner and minor children) directly or indirectly more than 10% of the share capital of the Company at any time during a period of 5 years before the realisation of the capital gain.

(b) Non-resident Shareholders

Shareholders who are not residents of Luxembourg may be taxed in accordance with the laws of other jurisdictions. However this Investment Memorandum does not make any statement regarding those jurisdictions. Before investing in the Fund, investors should discuss with their tax advisers the implications of acquiring, holding, transferring and redeeming Shares.

The above is based on the General Partner's understanding of, and advice received on, certain aspects of the law and practice currently in force in Luxembourg. It should not be taken as constituting legal or tax advice and investors are advised to obtain information and, if necessary, advice regarding the laws and regulations applicable to them by reason of the subscription, purchase, holding and realization of Shares in their countries of origin, residence or domicile.

Investors should consult their professional advisors on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

4.10.3 Foreign Account Tax Compliance Act

The Grand Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("**IGA**") signed on 28 March 2014 with the United States improving international tax compliance. The Fund will be obliged to comply with the provisions of the Foreign Account Tax Compliance Act ("**FATCA**") under the terms of the Luxembourg legislation implementing the IGA.

FATCA extends the Internal Revenue Code of the U.S. with a new chapter on "Taxes to enforce reporting on certain foreign accounts" and requires foreign financial intermediaries ("**FFI**") on US accountholders and certain US investors to transmit information about "Financial Accounts" held by "Specified US Persons", directly or indirectly, to the Luxembourg tax authorities, which will then transmit the information to the Internal Revenue Service ("**IRS**") on an annual basis. The Fund will also report on an annual basis information relating to *inter alia* financial accounts held by U.S. Persons or by non-U.S. entities owned by U.S. Persons. The first report should occur in 2018 in relation to the financial year 2017.

Under FATCA, the Fund will be subject to U.S. federal withholding taxes at a rate of 30% on payments of, inter alia, interest, dividends (from a US source income) and gross sales proceeds (on the capital redeemed or sold) or other US interest and dividends produced by other disposal of property paid to the FFI after 30 June 2014, unless it complies (or is deemed compliant) with extensive reporting and withholding requirements.

The Fund will do its best to comply with the requirements of Luxembourg legislation implementing the IGA and to satisfy any obligations to avoid any FATCA withholding tax. However, there can be no guarantee or assurance that the Fund will be able to comply with all the requirements imposed by FATCA. Should the Fund not be able to comply with the FATCA's requirements and the Fund be subject to US withholding tax on certain withholdable payments as a result of non-compliance, the Net Asset Value may be adversely affected and the shareholders may suffer significant loss as a result.

All Investors and Shareholders should consult with their own tax advisor(s) regarding the possible implication of FATCA on their investments in the Fund.

4.10.4 Automatic Exchange of Information

Following the development by the Organisation for Economic Co-operation and Development ("**OECD**") of a common reporting standard ("**CRS**") to achieve a comprehensive and multilateral automatic exchange of information ("**AEOI**") in the future on a global basis, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "**Euro-CRS Directive**") was adopted on 9 December 2014 in order to implement the CRS among the Member States. Under the Euro-CRS Directive, the first AEOI must be applied by 30 September 2017 to the local tax authorities of the Member States for the data relating to the calendar year 2016.

The Euro-CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation ("**CRS Law**"). The CRS Law requires Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the asset holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

Accordingly, the Fund will require its investors to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons), account details, reporting entity, account balance/value and income/sale or redemption proceeds to the local tax authorities of the country of fiscal residency of the foreign investors to the extent that they are fiscally resident in a jurisdiction participating in the AEOI.

Under the CRS Law, the first exchange of information will be applied by 30 September 2017 for information related to

the calendar year 2016.

In addition, Luxembourg signed the OECD's multilateral competent authority agreement ("**Multilateral Agreement**") to automatically exchange information under the CRS. The Multilateral Agreement aims to implement the CRS among non-Member States; it requires agreements on a country-by-country basis. Investors in the Fund may therefore be reported to the Luxembourg and other relevant tax authorities in accordance with applicable rules and regulations.

Investors should consult their tax advisors on the possible tax implications and other consequences with respect to the implementation of the CRS.

4.11 PREVENTION OF MONEY LAUNDERING

The General Partner, the Fund, the Administrative Agent, the Registrar and Transfer Agent, the Alternative Investment Fund Manager, any distributor and their officers are, when acting for the Fund, subject to the provisions of legislation and regulations currently in force in Luxembourg with respect to anti-money laundering, notably the law of 12 November 2004, and the relevant applicable CSSF Circulars and regulations, including CSSF Regulation n° 12/02 on the fight against money laundering and terrorist financing and the prevention of the use of the financial sector for the purpose of money laundering and terrorist financing prevention of money laundering and terrorist financing activities, as they may be amended or revised from time to time.

The General Partner, the Fund, the Administrative Agent, the Registrar and Transfer Agent, the Alternative Investment Fund Manager and any distributor and their officers reserve the right to request such information as is necessary to verify the identity of a prospective Shareholder and of the source of payment in order to comply with relevant regulations aimed at the prevention of money laundering in Luxembourg and other applicable jurisdictions. In the event of delay or failure by the prospective Shareholder to produce any information required for verification purposes, the Fund may refuse to accept the subscription for Shares and, if so, any funds received will be returned without interest to the account from which the monies were originally debited at the expense and risk of the prospective Shareholder. If a distributor or its agents are not subject to anti-money laundering and anti-terrorist financing regulations or do not meet the equivalent to Luxembourg legislation requirements, the necessary control will be carried out by the Registrar and Transfer Agent of the Fund.

In addition, the Fund also reserve the right to refuse to make any redemption payment or other distribution to an existing Shareholder if (i) they suspects or are advised that the payment of any redemption monies or other distribution to such Shareholder might result in a breach of any of laws or regulations by any person in any relevant jurisdiction, (ii) in the event of delay or failure by an existing Shareholder to produce any information required; or (iii) if such refusal is considered necessary or appropriate to ensure the compliance with any such laws or regulations in any applicable jurisdiction. None of the General Partner, the Fund, the Administrative Agent, the Registrar and Transfer Agent, the Alternative Investment Fund Manager, any distributor or of any of their employees or agents shall be liable to such Shareholder for any loss suffered as a result of delay in payment of the redemption proceeds or such distribution or a refusal to pay such redemption proceeds or such distribution.

Finally, many jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively, the "**Requirements**") and the Fund, the Alternative Investment Fund Manager or the Administrative Agent

could be requested or required to obtain certain assurances from investors subscribing for Shares, disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is the policy of the Fund and the Alternative Investment Fund Manager to comply with the Requirements to which they are or may become subject and to interpret them broadly in favor of disclosure.

To achieve this objective, each Investor will be deemed to have agreed by reason of owning any Shares, that it will provide additional information or take such other commercially reasonable actions as may be necessary or advisable for the Fund or the Alternative Investment Fund Manager to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise. Each Investor by executing the Subscription Agreement and by owning Shares is deemed to have consented to disclosure by the Fund and the Alternative Investment fund Manager and their agent to relevant third parties of information pertaining to it in respect of the Requirements or information requests related thereto. Failure to honor any such request may result, in the discretion of the Fund, in mandatory redemption by the Fund or a forced sale to another Investor of such Investor's Shares.

4.12 MARKET TIMING AND LATE TRADING

"Market Timing" is to be understood as the process (of arbitraging) by which the investor purchases and redeems or converts on a consistent basis units or shares of the same undertaking of collective investment within a short time period by exploiting time zone differences and/or inefficiencies or weaknesses in the determination of the Net Asset Value. In order to protect the Fund against arbitrage opportunities, investors are not allowed to place transactions at a known Net Asset Value. Transaction instructions received on behalf of the Fund after the Cut-Off Time will therefore not be given effect before the next Valuation Day. The Fund may not be used by investors to serve as a vehicle for frequent and / or short term trading and does not permit practices related to market timing. The Fund monitors investors transactions in order to prevent and to detect excessive trading and market timing practices. Subscriptions or switches from investors who the Fund suspects of using excessive trading or market timing practices may be rejected.

4.13 SHORT SELLING

In accordance with the CSSF circular 12/548 as amended by Circular CSSF 13/565 (Entry into force of Regulation (EU) No 236/2012 of the European Parliament and of the Council of 14 March 2012 on short selling and certain aspects of credit default swaps and details on certain practical aspects of notification, disclosure and exemption procedures), when a relevant Sub-Fund has a net short position in relation to the issued share capital of a company that has shares admitted to trading on a trading venue, the Fund shall (i) notify the CSSF where the position reaches or falls below a relevant notification threshold which is 0.2% of the issued share capital of the company concerned and each 0.1% above that, (ii) disclose details of that position to the public, in accordance with Article 9 of the Regulation (EU) No 236/2012 of the European Parliament and of the Council of 14 March 2012 on short selling and certain aspects of credit default swaps (the "**2012 Regulation**"), where the position reaches or falls below a relevant publication threshold which is 0.5% of the issued share capital of the company concerned and each 0.1% above that.

The notification and/or disclosure to the CSSF shall set out details of the identity of the Fund (e.g Sub-Fund) who holds the relevant position, the size of the relevant position, the issuer in relation to which the relevant position is held and the date on which the relevant position was created, changed or ceased to be held. The notification must be made in accordance with the rules laid down in the CSSF circular 12/548 and be submitted either directly by the Fund or the AIFM.

In case the Fund wishes to benefit from the exemption for market making activities or authorised primary dealers activities, in accordance with Article 17 of the 2012 Regulation, according to the CSSF circular 12/548, it should first notify the CSSF in writing that it intends to make use of the exemption. The notification of intent must be made not less than 30 calendar days before the Fund first intends to use the exemption. The exemption process does not constitute an authorisation or licensing process.

4.14 LEVERAGE

The AIFM shall have appropriately documented procedures to calculate the exposure of each Sub-Fund in accordance with the gross method as set out under article 7 of the AIFM Regulation and the commitment method as set out under article 8 of the AIFM Regulation. The calculation shall be applied consistently over time.

In accordance with the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision (the "**AIFM Regulation**"), leverage shall be considered to be employed on a substantial basis for the purposes of Article 24(4) of AIFM Directive when the exposure of a relevant Sub-Fund as calculated according to the commitment method under Article 8 of the AIFM Regulation exceeds three times its net asset value. Where such requirements are fulfilled, the AIFM shall provide information in accordance with Article 24(4) of the AIFM Directive to the CSSF in accordance with the principles laid down in Article 110(3) of the AIFM Regulation.

4.15 GENERAL INFORMATION

4.15.1 Information to Shareholders

The Fund's financial year shall start on 1 January of each year and shall end on 31st December of the same year. The first financial year started on the date of the incorporation of the Fund and ended on 31st December 2017.

Financial reports shall be established in accordance with the relevant principles-based set of standards which form part of Luxembourg GAAP. The accounts of the Fund are maintained in EUR.

The annual financial statements of the Fund shall be audited and reported on as of the end of each Financial Year by independent certified public accountants of recognized international standing (the "**Auditor**").

The general meeting of shareholders will appoint the Auditor of the Fund for a period of one (1) year and the Auditor can be re-elected.

In respect of each financial year, the AIFM will make available at the registered office of the Fund to each Shareholder an annual report, including audited financial statements for the Company, within six (6) months after the end of such financial year. Any other financial information concerning the Fund that must be made available to Shareholders, in accordance with the Law of 2007 and the Law of 2013 including the Net Asset Value per Share and the issue prices of Shares will be made available at the registered office of the Fund. Furthermore, the AIFM will make available to each Shareholder, information with regard to the relevant Sub-Funds as of each Valuation Date, including the Net Asset Value per Share and the composition of the portfolio held by the Sub-Fund. Such annual report shall contain financial

information in sufficient granularity to allow a Shareholder to obtain reasonable information in regards to amounts paid by the Fund (and each Sub-Fund) under applicable regulation, especially under Directive 2014/65/EU of 15 May 2014 on markets in financial instruments.-

Any other financial information concerning the Fund that must be made available to Investors before they invest in the Fund in accordance with the Law of 2007 and the Law of 2013, including the periodic calculation of the Net Asset Value per Ordinary Share, the issue and the redemption prices will be made available at the registered office of the Fund. Any other substantial information concerning the Fund may be published in such newspaper(s) and notified to Shareholders in such manner as may be specified from time to time by the Fund.

The following disclosures will be made in the annual report or in another appropriate periodic reporting, and where necessary on an ad hoc basis:

- (i) changes to the Depositary's liability;
- (ii) the loss of a financial instrument;
- (iii) the percentage of each Sub-Fund's assets which are subject to special arrangements arising for their illiquid nature;
- (iv) any new arrangements for managing the liquidity of each Sub-Fund;
- (v) the current risk profile of each Sub-fund and the risk management systems employed by the AIFM to manage those risks;
- (vi) any changes to the maximum level of leverage which the AIFM may employ on behalf of each Sub-Fund as well as any right to the re-use of collateral or any guarantee granted under the leveraging arrangement;
- (vii) the total amount of leverage employed by each Sub-Fund;
- (viii) any disclosure required under Directive 2014/65/EU of 15 May 2014 on markets in financial instruments..

4.15.2 Meetings of Shareholders

The annual general meeting of the Shareholders will be held in Luxembourg within six months since the end of the financial year on a day that is a Business Day in Luxembourg. The General Partner will review the investment performance of the Fund during the annual general meeting.

Notices of a general meeting and other notices will be given in accordance with Luxembourg law. Notices will specify the place and time of the meetings, the conditions of admission, the agenda, the quorum and the voting requirements will be given at least eight (8) calendar days prior to the meetings, by registered letter or any means of communication accepted by the Shareholder such as express mail or email. Shareholders may participate in the general meeting by way of videoconference or other telecommunication means allowing their identification. Such meetings shall be deemed to be held at the registered office of the Fund.

All documents pertaining to the general meeting shall be made available for Shareholders at the registered office of the Fund eight (8) calendar days prior to the meeting.

Each Shareholder is entitled, upon request and against proof of his/her/its title, eight (8) days before the general meeting to obtain free of charge a copy of the annual accounts, the report of the authorised independent auditor, the management report and the observations of the General Partner.

The requirements as to attendance, quorum and majorities at all general meetings will be those laid down in the Articles and in the Luxembourg law dated 10 August 1915 on commercial companies, as amended from time to time. All Shareholders may attend the annual general meetings, any general meetings and class meetings of the Sub-Funds in which they hold Ordinary Shares and may vote either in person or by proxy. The Shareholders' presence shall be recorded on an attendance list that shall be mandatory for each Shareholders' meeting.

Shareholders may enter, from time to time, into agreements regarding their voting rights, provided that such voting arrangements are compliant with the provisions of the Law of 1915.

A Shareholder may individually decide not to exercise, temporarily or permanently, all or part of his voting rights. The Shareholder is bound by such waiver and the waiver is mandatory for the Fund upon its notification to the Fund.

Existing Shareholders and future Shareholders may enter into agreements related to the transfer of Shares or the acquisition of Shares, including put options, in accordance with the provisions of the Luxembourg Civil Code and the Law of 1915.

4.15.3 Dissolution and liquidation of the Fund

The Fund has been established for an unlimited period of time.

At the proposal of the General Partner and unless otherwise provided by law and the Articles, the Fund may at any time be dissolved by a resolution of the general meeting of shareholders adopted in the manner required to amend the Articles (i.e. with (i) a presence quorum of seventy percent (75%) of the Shares issued by the Fund and (ii) the approval of seventy percent (75%) of the votes validly cast by the Shareholders present or represented at the meeting). If the above mentioned quorum requirement is not met at the first meeting called, then, resolutions shall be passed under the same seventy percent (75%) quorum requirement and the same voting requirements for the second meeting called.) and subject to the approval of the General Partner.

In particular the General Partner shall submit to the general meeting of the shareholders the dissolution of the Fund when all investments of the Fund have been disposed at or liquidated.

Whenever the share capital falls below two-thirds of the subscribed capital increased by the share premium, if any, indicated in article 5 of the Articles, the question of the dissolution of the Fund shall be referred to the general meeting by the General Partner of the Fund. The general meeting, for which no quorum shall be required, shall decide by a simple majority of the validly cast votes, which for the avoidance of doubt shall not include abstention, nil vote and blank ballot paper.

The question of the dissolution of the Fund shall further be referred to the general meeting whenever the subscribed capital increased by the share premium, if any, falls below one-fourth (1/4) of the subscribed capital increased by the share premium, if any, set by article 5 of the Articles. In such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by shareholders holding one-fourth (1/4) of the shares represented and validly cast at the meeting.

The meeting must be convened so that it is held within a period of forty days from ascertainment that the subscribed capital increased by the share premium, if any, of the Fund have fallen below two-thirds or one-fourth of the legal

minimum, as the case may be, or they have fallen below the amount of one million two hundred fifty thousand Euros (EUR 1,250,000.-), as defined by the Law of 2007.

Liquidation shall be carried out by one (1) or several liquidators, who may be physical persons or legal entities, appointed by the general meeting of shareholders which shall determine their powers and their compensation.

Should the Fund be voluntarily or compulsorily liquidated, its liquidation will be carried out in accordance with the provisions of the Law of 2007. The Law of 2007 specifies the steps to be taken to enable shareholders to participate in the distribution(s) of the liquidation proceeds and provides for a deposit escrow at the “*Caisse de Consignations*” at the time of the close of liquidation. Amounts not claimed from escrow within the statute of limitation period will be liable to be forfeited in accordance with the provisions of the Luxembourg law.

4.15.4 Dissolution and liquidation of Sub-Funds

In the event that, for any reason whatsoever the value of the net assets in any Sub-Fund or the value of the net assets of any class of shares within a Sub-Fund has decreased below such an amount considered by the General Partner as the minimum level under which the Class and/or the Sub-Fund may no longer operate in an economic efficient way, or in the event that a significant change in the economic or political situation impacting such Class and/or Sub-Fund should have negative consequences on the investment of such Class and/or Sub-Fund, the General Partner may decide to compulsorily redeem all the shares of the relevant Class or Classes issued in such Sub-Fund. Such redemption will be made at the net asset value applicable on the day on which all assets attributable to such Sub-Fund have been realised. The decision of the General Partner will be published (either in newspapers to be determined by the General Partner or by way of a notice sent to the shareholders at their addresses indicated in the Register) prior to the effective date of the compulsory redemption and the publication will indicate the reasons for, and the procedures of the compulsory redemption operations.

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, the Shareholders of any one or all Classes of Shares issued in any Sub-Fund may at a general meeting of such Shareholders, upon proposal from the General Partner, redeem all the Shares of the relevant Class or Classes and refund to the shareholders the net asset value of their shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders which shall decide by resolution taken by simple majority of the validly cast votes.

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

All redeemed Shares shall be cancelled.

The liquidation procedure will be verified by the Auditor of the Fund as part of its audit of the annual report. The annual report must refer to the liquidation decision and describe the progress of the liquidation.

4.15.5 Data Protection

Certain personal data of Eligible Investors and Shareholders (including, but not limited to, the name, address and invested amount of each Eligible Investor) may be collected, recorded, stored, adapted, transferred or otherwise processed and used by the Fund, the AIFM, the services providers and the financial intermediaries of such Eligible Investors and Shareholders.

By subscribing to the Shares, each Eligible Investor consents to such processing of its personal data, as provided by the European data protection legislation (including the EU General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”) and any other EU or national legislation which implements or supplements the foregoing). The use of the personal data that Eligible Investors provide to the Company is governed by the GDPR and the terms of the privacy notice of the AIFM, which will be provided to the investors upon request.

The Fund collects, stores and processes by electronic or other means the data supplied by Eligible Investors and Shareholders at the time of their subscription for the purpose of fulfilling the services required by the Shareholders and complying with its legal obligations. The data processed includes the name, address and invested amount of each Shareholder (the “**Personal Data**”). The investor may, at its discretion, refuse to communicate the Personal Data to the Fund. In this event however the Fund may reject its request for subscription for Ordinary Shares in the Fund. In particular, the Personal Data supplied by Shareholders is processed for the purpose of (i) maintaining the Register, (ii) processing subscriptions, redemptions and conversions of Ordinary Shares and payments of dividends or interests to Shareholders, (iii) complying with applicable anti-money laundering rules and other legal obligations, such as maintaining controls in respect of late trading and market timing practices. The Personal Data is not used for marketing purposes. The Fund undertakes not to transfer the Personal Data to any third parties except when required by law and/or with the prior consent of the relevant Shareholder and/or unless the proper performance of the duties of the Fund and/or its directors requires so. Each Eligible Investor and Shareholder has a right to access its Personal Data and may ask for a rectification thereof in cases where such Personal Data is inaccurate and/or incomplete. The Eligible Investor Shareholder may contact the Administrative Agent in this regard. Personal Data shall not be retained for periods longer than those required for the purpose of its processing subject to any limitation periods imposed by law.

The Fund is authorized to provide all relevant (including personal and financial) data pertaining to the Fund and its Shareholders to the AIFM, the depositary bank and paying agent, the registrar and transfer agent, the administrative agent, the auditors, the lawyers, the sub-investment managers and advisers, the representatives, the agents, the subcontractors, the consultants and the business partners of the mentioned parties under the condition that they are subject to a similar confidentiality duty and limited to the proper execution of the obligations and fulfillment of duties in connection with the direct or indirect rendering of services to the Fund.

4.15.6 Documents Available

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

- the Articles;
- the current Investment Memorandum;
- the Depositary and Paying Agent Services Agreement;
- the Administrative Agent Agreement;
- the Registrar Agent Agreement;

- the Alternative Investment Fund Management Agreement;
- the GP Fee Agreement
- the conflict of interest policy;
- the risk management process; and
- the latest audited annual report.

APPENDIX A

Specific Information in relation to RHO Multi-Strategy or “Sub-Fund A”

This Appendix A is an integral part of the Investment Memorandum of **QUADRIGA FUNDS SICAV SIF** a corporate partnership limited by shares (*société en commandite par actions (S.C.A.)*) incorporated under the laws of the Grand Duchy of Luxembourg as an investment company with variable share capital (*société d'investissement à capital variable (SICAV)*), established as a specialized investment fund (*Fonds d'Investissement Spécialisé (SIF)*). Except as otherwise indicated in this Appendix, terms capitalised herein shall have the meaning ascribed to them in the Investment Memorandum.

1. **Name of the Sub-Fund:** RHO Multi-Strategy or “Sub-Fund A”.

2. **Main definitions**

Assets	Financial Instruments (as defined in AIFM Directive), cash, shares, securities, stock, debentures, bonds, monies, currencies and other securities of any other description whether in certificated or uncertificated form or other assets that are owned by the Sub-Fund A.
Calculation Day	One (1) Business Days following the relevant Valuation Day.
Class or Classes	“Class or Classes” means each class of Ordinary Shares in issue or to be issued in respect of the Sub-Fund A.
Class A Shares	“Class A Shares” refer to the Class A (EUR) Shares of the Sub-Fund A as detailed in clause 7.
Cut-Off Time	<i>For subscription:</i> “Cut-Off Time” means 5.00 p.m (Luxembourg time) one (1) Business Day before the relevant Valuation Day. <i>For redemption:</i> “Cut-Off Time” means 5.00 p.m (Luxembourg time) one (1) Business Day before the relevant Valuation Day.
High Water Mark	The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further performance fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.
Initial Offering Period	The initial offering period for the Sub-Fund A started on 18 May 2017 and ended on 26 May 2017.
Initial Offering Price	EUR 100 for the Class A Shares.
Performance Period	A “Performance Period” will comprise a one (1) year period ending on the last Business Day of December of each year.

Prime Broker	Société Générale International Limited Goldman Sachs International.
Redemption Day	The “Redemption Day” is each Valuation Day .
Redemption Price	Subject to the articles, the “Redemption Price” will be denominated in the applicable Reference Currency and will be equal to the Net Asset Value per Share of the relevant Class as at the relevant Redemption Day, after adjustment for: (i) Any accrual of Management Fees and Performance Fees due (if any); (ii) Any Redemption Fee (if any).
Shares	The “Shares” means the Class A Shares.
Subscription Day or Dealing Day	The “Subscription Day” or “Dealing Day” means each Valuation Day.
Subscription Price	The “Subscription Price” means during the Initial Offering Period, the Initial Offering Price, and after the Initial Offering Period, the Net Asset Value per Share calculated on the concurrent Valuation Day in accordance with the Articles, the Investment Memorandum.
Valuation Day	The “Valuation Day” is each Wednesday of each week or, if such a day is not a Business Day, the following Business Day.

3. **Term of the Sub-Fund A**

The Sub-Fund A has been created for the lifetime of the Fund.

4. **Target Investors**

The Sub-Fund A is directed at Eligible Investors, as defined in the Investment Memorandum. The investment in the Sub-Fund A should be viewed as medium to long term and may not be appropriate for all investors (see section 13 “risk factors” below).

5. **Investment Objective and Policy**

The investment objective of the Sub-Fund A is to provide Shareholders with medium to long term attractive absolute returns, investing across multiple markets and assets types and strategies that provide a high degree of diversification, while assuming some market risk.

The **main objective** of the Sub-Fund A is to achieve absolute return through long/short strategies in listed equity, fixed income securities and financial derivatives instruments denominated in major world currencies. The primary countries into which the Sub-Fund A may invest, include but it is not limited to, any of the European Union Member States,

Switzerland and the United States of America. The Sub-Fund A's long positions will be sufficiently liquid to cover at all times the Sub-Fund A's obligations arising from its short positions.

Financial derivatives instruments could be listed or OTC, such as, but not limited to contracts for differences, swaps, options, warrants, forwards and futures. The Sub-Fund may in particular invest in credit default swaps (CDS) whenever direct investment in the underlying fixed income securities or Indices is either not available or is not considered optimal. The Sub-Fund A may apply arbitrage strategies between related equity, CDS and other derivatives and fixed income securities.

Fixed income securities include, amongst other the following instruments: (i) securities issued or guaranteed by Member States and Non-Member States, their sub-divisions, agencies or instrumentalities, (ii) corporate debt securities and corporate commercial paper, (iii) mortgage-backed and other asset-backed securities which are transferable securities that are collateralized by receivables or other assets, (iv) inflation-indexed bonds issued both by governments and corporations, (v) event-linked bonds issued by both governments and corporations, (vi) securities of international agencies or supranational entities, (vii) freely transferable and unleveraged structured notes, including securitized loan participations, (viii) freely transferable and unleveraged hybrid securities which are transferable securities that combine a traditional stock or bond with an option or forward contract. Fixed income securities may have fixed, variable, or floating rates of interest, and may vary inversely with respect to a reference rate. The Sub-Fund may enter repurchase agreements and reverse repurchase agreements.

The Sub-Fund A may hold both non-EUR denominated securities and non-EUR denominated currency positions. Therefore, movements in both non-EUR denominated fixed income securities and non-EUR denominated currencies can influence the Sub-Fund A's return. Currency hedging and trading may be implemented using spot and forward foreign exchange contracts or any other derivatives instruments.

Under exceptional circumstances and on a temporary basis, the Sub-Fund A may be invested up to 100% in Money Market Instruments, cash or cash equivalent.

Additionally, without being its main investment policy, but as a complement of its investment policy, occasionally the Sub-Fund A may also invest accessorially in the following instruments:

- Other sub-funds of the Fund or other UCITS or AIFs
- Exchange traded funds ("ETF") which reflect or represent global equities, currencies, global fixed income, volatility and commodities, such as, oil, gold, silver, gold and wheat.
- Commodities derivatives, mostly as hedging strategy, without physical delivery and always limited to a maximum of 10% of NAV
- Private equity (through SPV or financial instruments), because of this investment, the Sub-Fund could temporally incorporate to its portfolio non-listed instruments.
- The Sub-Fund A is allowed to grant loans to any entity, i) loans with collateralized instruments (bonds, equity etc.); ii) loans without any collateralized instruments but with guarantees and/or security interests or any other kind of charges.
- The Sub-Fund A may also invest directly or indirectly via interposed SPVs, in existing loans or existing portfolio(s) of loans either by acquiring the relevant loans and/or portfolios or by acquiring a sub-participation (or any other sort of silent assignments or silent partnerships, including, without limitation, *cuentas en participación* ("Silent partnership") in any such loans and/or portfolio of loans.

For the avoidance of doubt, the Sub-Fund A may invest in any of the above mentioned assets either by acquiring full legal title or by acquiring only dismemberment thereof or sub-participation therein. It may also invest in any such assets (including where only a dismemberment or sub-participation is acquired) via interposed SPVs, which may be with or without legal personality, regulated or not, listed or not.

For sake of clarification, the Sub-Fund A will not invest directly into commodities.

In any case the total exposure of the Sub-Fund A under such loans shall NOT be higher than 20% of the total asset under management of the Sub-Fund A.

The Sub-Fund A will be actively managed. The Sub-Fund A may use such strategies as it may deem appropriate, such as, but not restricted to directional, relative value, capital structure, arbitrage, event driven, volatility, etc. The Sub-Fund A can be categorized as a multi-strategy hedge fund in accordance with Appendix IV (point 10) of the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council regarding exemptions, general operating conditions, depositaries, leverage, transparency and supervision.

For the purpose of hedging country and interest rate risk exposure, the Sub-Fund may use government bonds, CDS and/or liquid fixed income government bonds issued or guaranteed by national, regional or supranational public authorities, as well as financial interest rate derivative instruments.

6. Use of leverage

The Sub-Fund A may use leverage in order to enhance returns. The maximum leverage will be 700% of the Net Asset Value (depending on availability, conditions and pricing). Leveraging instruments can be (but are not restricted to): Borrowing, Repo, CDS, Options and Futures.

Gross method for calculating the exposure:

The exposure of the Sub-Fund A calculated in accordance with the gross method shall be the sum of the absolute values of all positions valued in accordance with Article 19 of the AIFM Directive and all delegated acts adopted pursuant to it. According to such method, the gross exposure of the Sub-Fund shall be maximum 500% of its Net Asset Value.

For the calculation of the exposure of the Sub-Fund A in accordance with the gross method the AIFM shall:

- (a) exclude the value of any cash and cash equivalents which are highly liquid investments held in the base currency of the Sub-Fund A, that are readily convertible to a known amount of cash, are subject to an insignificant risk of change in value and provide a return no greater than the rate of a three- month high quality government bond;
- (b) convert derivative instruments into the equivalent position in their underlying assets using the conversion methodologies set out in Article 10 and the methods set out in paragraphs (4) to (9) and (14) of Annex I of the AIFM Regulation;
- (c) exclude cash borrowings that remain in cash or cash equivalent as referred to in point (a) and where the amounts of that payable are known;

- (d) include exposure resulting from the reinvestment of cash borrowings, expressed as the higher of the market value of the investment realised or the total amount of the cash borrowed as referred to in paragraphs (1) and (2) of Annex I of the AIFM Regulation;
- (e) include positions within repurchase or reverse repurchase agreements and securities lending or borrowing or other arrangements in accordance with paragraphs (3) and (10) to (13) of Annex I of the AIFM Regulation.

Commitment method for calculating the exposure:

1. The exposure of the Sub-Fund A calculated in accordance with the commitment method shall be the sum of the absolute values of all positions valued in accordance with Article 19 of the AIFM Directive and its corresponding delegated acts, subject to the criteria provided for in paragraphs 2 to 9 below. The exposure according to such shall be maximum 250% of the Net Asset Value of the Sub-Fund A.
2. For the calculation of the exposure of the Sub-Fund A in accordance with the commitment method the AIFM shall:
 - (a) convert each derivative instrument position into an equivalent position in the underlying asset of that derivative using the conversion methodologies set out in Article 10 and paragraphs (4) to (9) and (14) of Annex II of the AIFM Regulation;
 - (b) apply netting and hedging arrangements;
 - (c) calculate the exposure created through the reinvestment of borrowings where such reinvestment increases the exposure of the Sub-Fund A as defined in paragraphs (1) and (2) of Annex I of the AIFM Regulation;
 - (d) include other arrangements in the calculation in accordance with paragraphs (3) and (10) to (13) of Annex I of the AIFM Regulation.
3. For the purposes of calculating the exposure of the Sub-Fund A according to the commitment method:
 - (a) netting arrangements shall include combinations of trades on derivative instruments or security positions which refer to the same underlying asset, irrespective — in the case of derivative instruments — of the maturity date of the derivative instruments and where those trades on derivative instruments or security positions are concluded with the sole aim of eliminating the risks linked to positions taken through the other derivative instruments or security positions;
 - (b) hedging arrangements shall include combinations of trades on derivative instruments or security positions which do not necessarily refer to the same underlying asset and where those trades on derivative instruments or security positions are concluded with the sole aim of offsetting risks linked to positions taken through the other derivative instruments or security positions.
4. By way of derogation from paragraph 2 above, a derivative instrument shall not be converted into an equivalent position in the underlying asset if it has all of the following characteristics:
 - (a) it swaps the performance of financial assets held in the Sub-Fund A's portfolio for the performance of other reference financial assets;
 - (b) it totally offsets the risks of the swapped assets held in the Sub-Fund A's portfolio so that the Sub-Fund A's performance does not depend on the performance of the swapped assets;
 - (c) it includes neither additional optional features, nor leverage clauses nor other additional risks as compared to a direct holding of the reference financial assets.

5. By way of derogation from paragraph 2 above, a derivative instrument shall not be converted into an equivalent position in the underlying asset when calculating the exposure according to the commitment method if it meets both of the following conditions:
 - (a) the combined holding by the Sub-Fund A of a derivative instrument relating to a financial asset and cash which is invested in cash equivalent as defined in Article 7(a) is equivalent to holding a long position in the given financial asset;
 - (b) the derivative instrument shall not generate any incremental exposure and leverage or risk.
6. Hedging arrangements shall be taken into account when calculating the exposure of the Sub-Fund A only if they comply with all the following conditions:
 - (a) the positions involved within the hedging relationship do not aim to generate a return and general and specific risks are offset;
 - (b) there is a verifiable reduction of market risk at the level of the Sub-Fund A;
 - (c) the risks linked to derivative instruments, general and specific, if any, are offset;
 - (c) the hedging arrangements relate to the same asset class;
 - (d) they are efficient in stressed market conditions.
7. Subject to paragraph 6 above, derivative instruments used for currency hedging purposes and that do not add any incremental exposure, leverage or other risks shall not be included in the calculation.
8. The AIFM shall net positions in any of the following cases:
 - (a) between derivative instruments, provided they refer to the same underlying asset, even if the maturity date of the derivative instruments is different;
 - (b) between a derivative instrument whose underlying asset is a transferable security, money market instrument or units in a collective investment undertaking as referred to in points 1 to 3 of Section C of Annex I to Directive 2004/39/EC, and that same corresponding underlying asset.
9. If the Sub-Fund A, at any time in accordance with its core investment policy, primarily invest in interest rate derivatives shall make use of specific duration netting rules in order to take into account the correlation between the maturity segments of the interest rate curve as set out in Article 11 of the AIFM Regulation.

7. **Investment restrictions**

Sub-Fund A will comply with the following investment restrictions:

- (1) The Sub-Fund A may not invest more than thirty per cent (30%) of its net Assets to subscribe securities of the same type issued by the same issuer. This restriction does not apply to (i) investments in securities issued or guaranteed by an OECD Member State or its regional or local authorities or by EU, regional or global supranational institutions and bodies; - investments in target UCIs that are subject to risk-spreading requirements at least comparable to those applicable to SIFs. For the purpose of the application of this restriction, every sub-fund of a target umbrella UCI is to be considered as a separate issuer provided that the principle of segregation of liabilities among the various sub-funds vis-à-vis third parties is ensured.
- (2) Short sales may not in principle result in the Sub-Fund holding a short position in securities of the same type issued by the same issuer representing more than thirty per cent (30%) of its net Assets. Short positions will

always be covered by the Prime Brokerage Agreement. Short sales can be done for hedging purposes or for trading purposes but in all cases all long positions shall be enough to cover those short positions. Short sales shall not be considered as the main investment policy of the Sub-Fund A but may happen from time to time.

- (3) When using financial derivative instruments, the Sub-Fund must ensure, via appropriate diversification of the underlying assets, a similar level of risk-spreading. Similarly, the counterparty risk in an OTC transaction must, where applicable, be limited having regard to the quality and qualification of the counterparty.

The above restrictions will not be applicable during the initial portfolio build-up period of up to six (6) months following the launching of the Sub-Fund A.

8. **Share Classes**

The Sub-Fund A offers the following share classes:

Share Classes	Currency	Initial Price	Annual Management Fee	Performance Fee	Target Investors
Class A	EUR	EUR 100	1%	20%	Eligible Investors

The pricing currency of the Shares is the Euro. The Net Asset Value of the underlying holdings is in Euro.

9. **Terms of the Sub-Fund A:**

a. **Subscriptions**

Within this Sub-Fund A, Shares are available for subscription during the Initial Offering Period at an Initial Offering Price of EUR 100.- per Share of Class A and after the Initial Offering Period at a price corresponding to the Net Asset Value per Share of the relevant Class, at the relevant Valuation Day.

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents and the subscription monies payable, must be received by the Registrar and Transfer Agent together with the necessary identification documents by fax at the latest on 5.00 pm (Luxembourg time) at least two (2) Business Days before the relevant Subscription Day with the originals of all documents to follow soon after by post sent to the address of the operational center of the Registrar and Transfer Agent. Subscription monies shall be remitted, at the latest on 5.00 pm (Luxembourg time) at least one (1) Business Day before the relevant Valuation Day, by telegraphic transfer to the relevant subscription account specified for the relevant currency of payment in the Subscription Application Form. All bank collection or other charges imposed for such telegraphic transfer payments by an applicant shall be borne by and charged to that applicant.

In case subscription is made through clearing, subscription will be executed against payment with the clearing account after the Administrative Agent has performed the eligibility controls.

The Shares will be allotted at a price corresponding to the Net Asset Value per Share of the relevant Valuation Day. For Subscription Application Forms or subscription amounts received by the Registrar and Transfer Agent after the aforesaid dates, the Shares will be allotted at a price corresponding to the next Valuation Day. The aforesaid periods for the submission of the Subscription Application Forms and the payment of the subscription amounts may be waived at the

discretion of the General Partner. The General Partner in exercising its discretion will take due consideration of treating shareholders fairly and equally. The Shares will be issued as of the Subscription Day. The Shares will be issued in registered form.

The minimum initial investment in any Class of Shares that will be accepted from a new investor will be EUR 125,000, subject to the General Partner's right and in its sole discretion to reject any offer from Investors for any reason or to accept subscriptions in lesser amounts, subject to the requirements of the 2007 Law.

b. Redemption Day and Notice Period for Redemptions:

All Ordinary Shares are redeemable at the option of the Investors on each Redemption Day. Redemption Forms must be received by the Fund by 5 p.m. (Luxembourg time) on a Business Day falling at least one (1) Business Day before the relevant Valuation Day (failing which the redemption request will be held over until the next following Redemption Day and Shares will be redeemed at the price applicable on that Redemption Day).

In case redemption is made through clearing, redemption will be executed against payment with the clearing account after the Administrative Agent has performed the eligibility controls.

The redemption proceeds will be paid out to the redeeming shareholder(s) as soon as possible following the Redemption Day on which Shares are redeemed but not after a period exceeding fifteen (15) calendar days.

Subject to the Articles, the "Redemption Price" will be denominated in the applicable currency and will be equal to the Net Asset Value per Share of the relevant Class as at the relevant Redemption Day, after adjustment for:

- (i) Any accrual of Management Fees and Performance Fees due (if any);
- (ii) Any Redemption Fee (if any).

The General Partner may decide that part or all of the redemption requests in relation to Shares will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Sub-Fund. Following that period, with respect to the next relevant Valuation Day, these redemption requests will be met in priority to later requests.

c. Conversion

Any Investor is entitled to request the conversion of whole or part of his/her/its Shares of one Class into Shares of another Class, if any, within this Sub-Fund or from this Sub-Fund to another Sub-Fund, provided that the conditions for accessing to shares in the relevant class are fulfilled, on the basis of their respective net asset values calculated for the relevant Valuation Day.

Conversion Forms must be received by the Registrar and Transfer Agent by fax at the latest at 5 p.m. (Luxembourg time) on a Business Day falling at least one (1) Business Day before the relevant Valuation Day. The price for the conversion of Shares from one Class into another Class shall be computed by reference to the respective Net Asset Value of the two (2) Classes of Shares, calculated on the same Valuation Day. If there is no common Valuation Day for any two classes, the conversion will be made on the basis of the net asset value calculated for the next following Valuation Day of each of the two classes concerned. The conversion of Shares shall be suspended when the calculation of the Net Asset Value thereof is suspended.

A conversion of Ordinary Shares shall be deemed equivalent to a redemption of Ordinary Shares for the calculation of the Performance Fee, as described below. In case of partial conversion, Ordinary Shares shall be converted in their order of subscription (First-in / First-out) and the Performance Fee shall be calculated accordingly.

If as a result of any request for conversion the number or the aggregate net asset value of the Shares held by any shareholder in any class of Shares would fall below the minimum investment set out herein, the General Partner may refuse on a discretionary basis to convert the Shares from one class to another class, if any.

In addition, the General Partner may decide that part or all of the conversion requests in relation to Shares will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Sub-Fund. Following that period, with respect to the next relevant Valuation Day, these conversions requests will be met in priority to later requests.

The Shares which have been converted into Shares of another class, if any, and/or of another Sub-Fund shall be cancelled on the relevant Subscription Day.

10. **Fees and other expenses**

a. **Management Fee**

The Sub-Fund A shall pay (where applicable) to the Alternative Investment Fund Manager an overall Management Fee equal to the Base Management Fee and the Variable Management Fee equal to the percentage per annum of the Net Asset Value of the Sub-Fund A indicated as "Annual Management Fee" in the table in Clause 8 above, calculated monthly and paid quarterly in arrears (the "**Management Fee**").

b. **Performance Fee**

The Sub-Fund A shall pay (where applicable) an overall Performance Fee to the Alternative Investment Fund Manager equal to the percentage (as indicated in the table of Clause 8 above) of the increase of the net assets attributable to the relevant Class of Shares above the High Watermark (as defined below) that the Sub-Fund A shall pay to the Alternative Investment Fund Manager, as determined at the end of each Performance Period. The net assets are calculated after deducting all expenses and management fee (but not the Performance fee) and adapted to take into account the subscriptions and redemptions. The "High Watermark" is the higher of (i) the initial issue price per Share of the relevant Class and (ii) the highest net asset value per Share of the relevant Class at the end of any previous Performance Period in respect of which a Performance Fee was charged.

c. **Prime Broker Fees**

The Prime Brokers will receive fees as may be agreed with the Fund from time to time and which will be paid at normal commercial rates. Currently, the Prime Brokers receive prime brokerage fees which are based upon transaction charges. In addition to prime brokerage fees, Goldman Sachs International ("**GSI**") also receives a separate fee for its custodial services pursuant to a custody services agreement between, the Depositary, GSI, the AIFM and the Fund (the "**Custody Services Agreement**").

d. Redemption fee

No redemption fee will apply in respect of the redemption of Shares.

e. Other Fees

The Sub-Fund A will be responsible for all fees, costs and expenses incurred by the Sub-Fund A, inter alia, the fees of Administrative Agent, the Domiciliary Agent, the Registrar and Transfer Agent, the Depositary and Paying Agent, the Alternative Investment Fund Manager, the General Partner and the Auditor and proportionally for the fees related to the Fund structure.

11. Prime Brokers

To obtain optimal services and coverage of its needs, the Sub-Fund has appointed several Prime Brokers to render it services:

a. Societe Generale International Limited

Societe Generale International Limited ("**SGIUK**") is wholly owned by Société Générale, which has financial resources in excess of US\$200 million. SGIUK is incorporated in England and Wales with company number 5407520 and whose registered office is at 10 Bishops Square, London, E1 6EG. SGIUK is an authorised firm under the Financial Services and Markets Act 2000 (as amended) and is regulated and supervised by the Financial Conduct Authority ("**FCA**").

SGIUK has been appointed by the Fund to provide prime brokerage services to the Sub-Fund A, in respect of all investments, margin financing, clearing, stock lending and borrowing facilities and custody services. For these purposes, the Fund and SGIUK have entered into a full services agreement and support documents (together the "**Customer Agreement**").

Under the Customer Agreement, all securities and other non-cash assets held by SGIUK (together "**non-cash collateral**") are transferred to SGIUK either by way of title transfer or security interest. Any non-cash collateral may be used or rehypothecated by SGIUK without prior notice to the Sub-Fund A for its own account or for that of any other customer, in which event the Sub-Fund A will have a right against SGIUK for the return of assets equivalent to the non-cash collateral so used. To the extent so used, any such non-cash collateral will not be segregated from other assets belonging to SGIUK and may be available to creditors of SGIUK. Under the Customer Agreement, any cash which SGIUK holds or receives on the Sub-Fund A's behalf will be a debt due from SGIUK to the Sub-Fund A and will be received by SGIUK with title and full ownership transference. SGIUK will not hold such cash in accordance with the FCA client money rules, the Sub-Fund A will not have any proprietary claim over such money, and SGIUK can deal with such cash as its own. In the event of SGIUK's insolvency the Sub-Fund A will rank as an unsecured creditor of SGIUK. When acting as custodian, SGIUK will identify, record and hold the Sub-Fund A's investments in accordance with the custody terms. SGIUK may delegate (inside or outside the UK) the safekeeping of such investments to sub custodians or agents.

SGIUK will not be liable for any loss to the Sub-Fund A resulting from any act or omission in relation to the services provided to the Sub-Fund A unless such loss results directly from the negligence, fraud or wilful default of SGIUK. SGIUK will not be liable for the solvency, acts or omissions of any sub-custodians. The Sub-Fund A has agreed to indemnify SGIUK (including the directors, officers, employees or representatives of SGIUK) against any loss, claim, damage or expense incurred or suffered by it arising out of the Customer Agreement.

b. Goldman Sachs International

GSI was founded in 1966 and is based in London, the United Kingdom. Goldman Sachs International operates as a subsidiary of Goldman Sachs Group UK Limited, which itself operates as a subsidiary of Goldman Sachs (UK) L.L.C. and Goldman Sachs (Hong Kong) International Investments Limited. It has its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB and provides financial services worldwide.

The company operates in four segments: Investment Banking, Institutional Client Services, Investing & Lending, and Investment Management. The Investment Banking segment offers financial advisory services, such as strategic advisory engagements related to mergers and acquisitions, divestitures, corporate defense activities, restructuring, spin offs, and risk management, as well as derivative transactions related to client advisory engagements; and underwriting services, including equity and debt underwriting of public offerings and private placements comprising local and cross-border transactions and acquisition financing of a range of securities and other financial instruments, as well as derivative transactions related to client underwriting activities. Its services also comprise equities, including the client execution activities related to making markets in equity products; executing and clearing institutional client transactions on stocks, options, and futures exchanges, as well as over-the-counter transactions; and financing, securities lending, and other prime brokerage services to hedge funds, mutual funds, pension funds, and foundations. The Investing & Lending segment is involved in the investment activities. The Investment Management segment offers investment management and wealth advisory services, including portfolio management and financial counselling, brokerage, and other transaction services to high-net-worth individuals and families.

Pursuant to and in accordance with the terms of the Prime Brokerage Agreement between GSI, the Manager and the Fund in respect of Sub-Fund A, GSI provides to the Sub-Fund A order execution services, securities lending, financing, custodial services, clearing and settlement services, customized technology and research.

At the same time, GSI has been appointed by the Depositary to provide certain custody services with respect to certain Assets in accordance with the Custody Services Agreement.

GSI has been granted a security interest over certain Assets, for which GSI holds custody, including margin (the “**GSI Custody Assets**”), together with powers of sale in the event of default.

In certain circumstances all rights, title and interest in and to the GSI Custody Assets may be subject to an outright transfer to GSI (in its capacity as prime broker) as collateral for transactions entered into pursuant to the Prime Brokerage Agreement and following such transfer, the relevant Assets will cease to be held beneficially by the Sub-Fund A and the Sub-Fund A will only have a claim against GSI for equivalent collateral.

GSI has been authorised without prior notice to the Sub-Fund A to borrow, lend, pledge, charge, rehypothecate, dispose of or otherwise use for its own purposes any GSI Custody Assets. GSI may also pool GSI Custody Assets with GSI's own assets and the assets of GSI's other clients.

Under the Custody Services Agreement, the Depositary has transferred its liability for the loss of the GSI Custody Assets to GSI in accordance with article 21(13), subparagraph 2 of the AIFMD. The Sub-Fund, the AIFM or the Depositary may make a direct claim against GSI in connection with a loss of the GSI Custody Assets.

To the extent so used, any cash will not be segregated from other assets belonging to GSI and may be available to creditors of GSI. Under the Custody Service Agreement, any cash which GSI holds or receives on the Sub-Fund A's behalf will be a debt due from GSI to the Sub-Fund A and will be received by GSI with title and full ownership transference. GSI will not hold such cash in accordance with the FCA client money rules, the Sub-Fund A will not have any proprietary claim over such money, and GSI can deal with such cash as its own. In the event of GSI's insolvency the Sub-Fund A will rank as an unsecured creditor of GSI. When acting as sub-custodian, GSI will identify, record and hold the Sub-Fund A's investments in accordance with the custody terms. GSI may delegate (inside or outside the UK) the safekeeping of such investments to sub custodians or agents subject to the conditions of (i) paragraph 11 of Article 21 of the AIFM Directive, (ii) paragraph 4 of Article 98 of the AIFM Regulation and (iii) paragraph 3 of Article 99 of the AIFM Regulation.

The Prime Brokerage Agreement with GSI also governs conflicts of interest between GSI and the Fund. GSI has to take reasonable steps to ensure that the Fund is treated fairly where a conflict of interests arises between the interests of the Fund and GSI or between GSI's other clients or counterparties and the Fund. GS may refrain from acting in such situations.

GSI is not required to disclose to the Fund that GSI has a material interest in a particular transaction with or for the Fund or that in a particular circumstance a conflict of interest exists, if GSI has managed such conflicts to ensure that risks of damage to the Fund's interests will be prevented.

The Prime Brokers are service providers to the Sub-Fund A and are not responsible for the preparation of the Investment Memorandum or this appendix, nor the activities of the Sub-Fund A and therefore accept no responsibility for any information contained in this appendix other than the above description.

The Prime Brokers do not (i) participate in the investment decisions of the Sub-Fund A and do not (ii) have any obligation to provide advice in relation to the management of the Sub-Fund A's investments.

The Sub-Fund A reserves the right to change the customer arrangements described above by agreement with the current Prime Brokers and, in its discretion, to appoint additional or alternative Prime Broker(s).

12. **Tax considerations**

Please refer to section "Taxation" of the Investment Memorandum.

13. **Risk factors**

Investors are advised to carefully consider the risks of the Sub-Fund A and should refer in relation thereto to the general section “Risk Considerations” in the Investment Memorandum.

Moreover, the Sub-Fund A's success depends solely on the General Partner and the Alternative Investment Fund Manager's ability to identify eligible assets who will positively contribute to the Sub-Fund A's capital appreciation. There can be no assurance that the investing and/or trading methods employed by the General Partner or the Alternative Investment Fund Manager will produce profits. Moreover, the General Partner and the Alternative Investment Fund Manager are dependent on the services of a limited number of key persons, and if the services of such persons were to become unavailable, this might have a serious impact on the Sub-Fund's performance and continuity.

As indicated in the Circular CSSF 02/77 on the protection of investors in case of NAV calculation error and correction of the consequences resulting from non-compliance with the investment rules (the “**Circular 02/77**”), it is generally recognized that the NAV calculation process is not an exact science and that the result of the calculation constitutes the closest possible approximation of the true market value of the assets of the Sub-Fund A. The Circular 02/77 did not automatically apply to specialized investment funds (“SIFs”) and the CSSF considers that SIFs can either opt to apply the rules in Circular 02/77, or choose to set other internal rules. The level of precision with which the NAV of the Sub-Fund A is calculated will indeed depend on a series of external factors linked to the investment policy of the Sub-Fund A such as volatility of the markets on which an important part of the assets of the Sub-Fund A are invested in, the availability at the appropriate time of up-to-date information on market prices and/or other elements relevant for the calculation of the NAV as well as the reliability of the price information sources used. The General Partner has decided, in the best interest of all Shareholders, to set a specific internal rule for the Sub-Fund A at 1% of the NAV in respect of the materiality tolerance threshold which is reviewed with the Auditor on an annual basis and justified, *inter alia*, by the volatility of the investment policy. For sake of clarity the remainder of the Circular 02/77 applies to the Sub-Fund A.

PRIIPs - Key Information Document

A key information document (KID) according to Regulation (EU) No 1286/2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) has been established and will be available at the registered office of the Fund, the AIFM and the General Partner.

Specific Information in relation to RHO Multi-Strategy or “Sub-Fund A”

REGULATION (EU) 2015/2365 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012

Information	Investment Memorandum
<ul style="list-style-type: none"> General description of the SFTs and total return swaps used by the collective investment undertaking and the rationale for their use. 	<p>P. 66 Investment Objective</p>
<ul style="list-style-type: none"> Overall data to be reported for each type of SFTs and total return swaps: <ul style="list-style-type: none"> Types of assets that can be subject to them; Maximum proportion of AUM that can be subject to them; and Expected proportion of AUM that will be subject to each of them. 	<p>Max 100% Max 100% 80%</p>
<ul style="list-style-type: none"> Criteria used to select counterparties (including legal status, country of origin, minimum credit rating). 	<p>see Annex A-1</p>
<ul style="list-style-type: none"> Acceptable collateral: description of acceptable collateral with regard to asset types, issuer, maturity, liquidity as well as the collateral diversification and correlation policies. 	<p>see Annex A-2</p>
<ul style="list-style-type: none"> Collateral valuation: description of the collateral valuation methodology used and its rationale, and whether daily mark-to-market and daily variation margins are used. 	<p>see Annex A-2</p>
<ul style="list-style-type: none"> Risk management: description of the risks linked to SFTs and total return swaps as well as risks linked to collateral management, such as operational, liquidity, counterparty, custody and legal risks and, where applicable, the risks arising from its reuse. 	<p>P.68ff P.26ff</p>
<ul style="list-style-type: none"> Specification of how assets subject to SFTs and total return swaps and collateral received are safe-kept (e.g. with fund custodian). 	<p>P.74 Prime Broker</p>
<ul style="list-style-type: none"> Specification of any restrictions (regulatory or self-imposed) on reuse of collateral. 	<p>P.74 - Prime Broker No restriction</p>
<ul style="list-style-type: none"> Policy on sharing of return generated by SFTs and total return swaps: description of the proportions of the revenue generated by SFTs and total return swaps that is returned to the collective investment undertaking, and of the costs and fees assigned to the manager or third parties (e.g. the agent lender). The prospectus or disclosure to investors shall also indicate if these are related parties to the manager. 	<p>100% Fund</p>

Specific Information in relation to RHO Multi-Strategy or “Sub-Fund A”

ANNEX A-1 COUNTERPARTY SELECTION POLICY

All securities financing will be handled via a Prime Brokerage relationship or via Global Master Repurchase Agreements (GMRA) governing securities lending with other large, solvent and recognised market counterparties.

Selection Criteria:

- 1) Legal Status: recognised supervised bank or securities firm within G10 country.
- 2) Country of Origin: G10.
- 3) Minimum Credit Rating: at least Baa2 with Moody’s or BBB with S&P at subsidiary or parent company level.

The credit worthiness of the counterparty will be monitored on an ongoing basis using market determined pricing (CDS, stock volatility, Bloomberg DRSK and any rating actions) in order to determine the viability of the investment.

Specific Information in relation to RHO Multi-Strategy or “Sub-Fund A”

ANNEX A-2 COLLATERAL MARGINING, MANAGEMENT AND VALUATION POLICY

- A) Collateral is managed, valued and margined daily:
- For all equity products the relevant exchange closing price will be used;
 - For fixed income products the more conservative of the following contributions will be used in the following priority order:
 - Bloomberg MTF quote;
 - Bloomberg BGN;
 - Bloomberg BVAL.
- B) Rather than follow a black-box approach the portfolio margining is derived from ex-ante defined scenarios where exposure on a single name and aggregate basis is stress-tested according to predefined shocks and where prudentially only partial offsets are allowed depending on the Core Market classification (regions 1-4 are defined for equities and regions 1-3 for credit markets as depicted on “Portfolio Stress Test” slide 4 contained within “Annex 3: Technical Documents”). Overall margin requirements at portfolio level are driven by four factors:
1. **Equity and Credit Risk Requirement** Broad-based market exposure, sector exposures and individual name concentrations are measured through a range of equity and credit portfolio scenarios.
 - 1.1 Sensitivity to Macro Risk;
 - 1.2 Sensitivity to Correlation Shocks;
 - 1.3 Sectoral Concentration;
 - 1.4 Single Name Concentration (as methodology penalises concentration risk);
 - 1.5 Volatility Risk.
 2. **Liquidity Risk Requirement** Analyses position size and historical volume to estimate the liquidation cost of the portfolio.
 3. **FX Risk Requirement** Assesses un-hedged exposure to foreign currencies held in the portfolio across cash, securities, and FX forwards.
 4. **Interest Rate Requirement** Evaluates interest rates related products to shifts in the yield curve.

All funded positions both shorts and longs are categorised into three separate buckets which will affect the level of margin provided as well as the pricing of funding provided by the prime broker

- 1) Liquid
- 2) Less Liquid
- 3) Illiquid

The criteria used for allocating into the different liquidity categories comprise:

- 1) For Equity products:
 - Region
 - Exchange
 - Daily Average Volume
- 2) For Fixed Income products:
 - Region
 - Rating
 - Type of collateral