
MERCATON SICAV

Constituent Documents

AIF (Alternative Investment Fund)

under Liechtenstein law

in the legal form of
public limited company with variable capital (SICAV)
as an umbrella fund

for the following investors:

for professional investors in Liechtenstein
for professional investors and investors treated as such in the EEA
for other eligible investors

Status: May 08th, 2024

AIFM:



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Investment Terms and Conditions Mercaton Special Situation Fund I

1 Preamble

The umbrella fund "**MERCATON SICAV**" was established as an investment company in the legal form of a public limited company with variable capital (SICAV) under Liechtenstein law regarding the Managers of Alternative Investment Funds (AIFMG). The registered office is Austrasse 14, FL-9495 Triesen, Principality of Liechtenstein.

These Investment Terms and Conditions apply exclusively to the subfund "Mercaton Special Situation Fund I" (referred to as "AIF" or "Fund").

The sole purpose of the AIF is the investment and management of assets for the account and benefit of the investors in compliance with the stipulated investment strategy.

The AIF may, subject to the limitations set forth in the AIFMG as well as in these Constituent Documents, take any other measures and perform any acts it deems appropriate to achieve its corporate purpose.

The Investment Terms and Conditions are not part of the Articles of Association. The Investment Terms and Conditions generally relate to the assets managed for the purpose of collective investment for the account of the investors ("**fund assets**"). The Articles of Association of the SICAV generally refer to the "**founder assets**".

2 Investor Information pursuant to Art. 105 AIFMG

The Investment Terms and Conditions, including the investor information pursuant to Art. 105 AIFMG, the Articles of Association, any Key Information Document (KID) and the latest annual report shall be made available to investors in good time and in their entirety in the respective current version in the fund's publication medium prior to their acquisition of fund units.

These Investment Terms and Conditions contain the entire investor information pursuant to Art. 105 AIFMG (= Art. 23 (1) AIFM-Directive) – in particular – in the places listed below.

Investor Information pursuant to Art. 105 AIFMG = Art. 23 (1) AIFM-Directive	Investment Terms and Conditions of the AIF
lit. a) = Art. 23 (1) lit. a AIFM-Directive (Investment strategy and objectives of the AIF)	Art. 18
lit. b) = Art. 23 (1) lit. a AIFM-Directive (Domicile of any master AIF)	n.a.
lit. c) = Art. 23 (1) lit. a AIFM-Directive (Domicile of the target funds)	n.a.
lit. d) Z1. = Art. 23 (1) lit. a AIFM-Directive (Eligible assets)	Art. 19 and Art. 20

lit. d) Z2. = Art. 23 (1) lit. a AIFM-Directive (Techniques for efficient portfolio management and types of leverage)	Art. 22.4 and Art. 21
lit. d) Z3. = Art. 23 (1) lit. b AIFM-Directive (Procedure and the conditions for changing the investment strategy).	Art. 23 and Art. 55.2
lit. e) = Art. 23 (1) lit. c AIFM-Directive (Legal)	Art. 55 to Art. 66
lit. e) Z1. = Art. 23 (1) lit. c AIFM-Directive (Jurisdiction)	Art. 64
lit. e) Z2. = Art. 23 (1) lit. c AIFM-Directive (Applicable law)	Art. 63
lit. e) Z3. = Art. 23 (1) lit. c AIFM-Directive (Enforceability of judgments in the country where the AIF is domiciled)	Art. 65
lit. f) = Art. 23 (1) lit. d AIFM-Directive (Service providers of the AIF)	Art. 5 to Art. 10
lit. g) = Art. 23 (1) lit. e AIFM-Directive (Covering potential liability of the AIFM).	Art. 5
lit. h) = Art. 23 (1) lit. f AIFM-Directive (Delegation of tasks)	n.a.
lit. i) = Art. 23 (1) lit. g AIFM-Directive (Valuation of the AIF)	Art. 29
lit. k) = Art. 23 (1) lit. h AIFM-Directive (Liquidity risks)	Art. 25.2 and Art. 31.9
lit. l) = Art. 23 (1) lit. i AIFM-Directive (Costs)	Art. 2 and Art. 3
lit. m) = Art. 23 (1) lit. j AIFM-Directive (Fair treatment of the investors)	Art. 4 and Art. 14
lit. n) = Art. 23 (1) lit. k AIFM-Directive (Last annual report)	Art. 61
lit. o) = Art. 23 (1) lit. l AIFM-Directive (Fund unit issue)	Art. 30
lit. p) = Art. 23 (1) lit. m AIFM-Directive (Last NAV)	Art. 57

lit. q) = Art. 23 (1) lit. n AIFM-Directive (Performance to date)	Art. 57
lit. r) = Art. 23 (1) lit. o AIFM-Directive (Primebroker)	n.a.
lit. s) = Art. 23 (1) lit. p AIFM-Directive (Information according to Art. 106 (1) lit. b and (2) AIFMG)	Art. 57
Sustainability factors (ESG)	Art. 18.3
Sustainability risks (ESG)	Art. 28.40

3 Overview

The AIF has the following product features. Supplementary descriptions of these are regulated in the following articles.

Art. 1 Key Features

Name	MERCATON SICAV – Mercaton Special Situation Fund I
Legal structure	AIF in the legal form of a public limited company with variable capital (SICAV)
Type	Umbrella fund; open-ended subfund
Predominant AIF type¹	Private Equity Strategies (→ Multi-Strategy-Private-Equity)
Domicile	Austrasse 14, 9495 Triesen, Liechtenstein
Competent supervisory authority	Financial Market Authority (FMA) Liechtenstein (www.fma-li.li)
FMA approval date	April 23 rd , 2024
Commercial register number	FL-0002.723.962-3
Commercial register registration date	May 3 rd , 2024
Board of Directors of the SICAV	AIFM
Management of the SICAV	n.a.
Domicile of the master AIF	n.a.
Domicile of target funds	n.a.

¹ According to Commission Delegated Regulation (EU) No. 231/2013

	ANCHOR-CHF	CRUISE-CHF
Valor number	133441994	133441995
ISIN number	LI1334419945	LI1334419952
Appropriation of earnings	reinvesting	
Duration of the unit classes	unlimited	
Listing	no	
Accounting currency² of the AIF	CHF	
Reference currency³ of the unit class	CHF	
Minimum investment⁴ at initial subscription	min. 1 unit	
Minimum investment for subsequent subscriptions	min. 1 unit	
Initial issue price per unit	CHF 1'000.-	
Rounding of the unit price	to 2 decimal places (commercial rounding off)	
Initial subscription date	??..mm.yyyy	
Subscription period	as of initial subscription date ⁵	
First capitalization date⁶	??..mm.yyyy	??..mm.yyyy
Valuation interval	Semi-annually and variable ⁷	
Valuation date(s)	March 31 st , September 30 th and any additional date for which a valuation is performed by the AIFM	
Issue date	each valuation date	
Redemption date	March 31 st , September 30 th	
Acceptance deadline⁸ Subscriptions	1 Liechtenstein banking day prior to the valuation date by no later than 5:00 p.m. (Liechtenstein time)	

² The accounting currency is the currency in which the AIF's accounts are kept.

³ The reference currency is the currency in which the performance and NAV of the unit classes are calculated.

⁴ The AIFM may, with the approval of the Depositary Bank, also allow subscriptions below the minimum investment amount of the respective unit class at its own discretion.

⁵ The AIFM may close the subscription period at any time.

⁶ The first issue of units is always subject to a decision by the AIFM

⁷ The AIFM may perform interim valuations at any time.

⁸ If the acceptance deadline falls on a national holiday in Liechtenstein, the acceptance deadline for the unit transaction is the last Liechtenstein bank working day before the acceptance deadline.

Acceptance deadline⁹ Redemptions¹⁰ and lock-up periods¹¹	<p>Redemptions are excluded for the first three years after the first capitalization date (lock-up period). The AIFM may, at its own discretion, extend this lock-up period by an additional year prior to its expiry by means of an investor notification.</p> <p>After expiry of the (extended) lock-up period: 6 months prior to a redemption day by 5:00 p.m. (Liechtenstein time) at the latest.</p>	<p>Redemptions are excluded for the first year after the first capitalization date (lock-up period). The AIFM may, at its own discretion, extend this lock-up period by an additional year prior to its expiry by means of an investor notification.</p> <p>After expiry of the (extended) lock-up period: 6 months prior to a redemption day by 5:00 p.m. (Liechtenstein time) at the latest.</p>
Settlement date¹² for unit trading	<p>3 banking days after the calculation date¹³</p> <p>In the prepayment procedure, the investor's payment must be made no later than 1 bank working day before the valuation date.</p>	
Denomination	<p>2 Decimal places¹⁴ (commercial rounding off)</p>	
Securitization	<p>in book-entry form / no issuance of certificates</p>	
Financial year	<p>April 1st – March 31st</p>	
End of the first financial year	<p>March 31st, 2025</p>	

Art. 2 Costs borne by investors

The following costs are charged directly to the respective investor concerned.

Unit class	ANCHOR-CHF	CRUISE-CHF
Issue fee	up to 2%	up to 2%
	(details cf. Art. 40)	
Redemption fee	After expiry of the (extended) lock-up period: up to 4% with a degressive reduction of 0.5% every 6 months thereafter ¹⁵ (details cf. Art. 41)	

⁹ If the acceptance deadline falls on a national holiday in Liechtenstein, the acceptance deadline for the unit transaction is the last Liechtenstein bank working day before the acceptance deadline.

¹⁰ See also Art. 31

¹¹ The lock-up period commences for all unit classes at the (same) date at which any of the unit classes is capitalized at first unless stated otherwise

¹² If, according to the SIX Settlement Calendar, the settlement date falls on one or more public holidays (default period) of the unit class currency, the settlement date shall be postponed exclusively in this unit class currency by the duration of the default period. In the prepayment procedure, the money must be received on the basis of the subscription one bank working day before the valuation date. In the prepayment procedure, the investor funds are immediately credited to the AIF. The investor receives the fund units subsequently (after the valuation on the valuation date) in the amount of his subscription amount. See Art. 30.5.

¹³ The calculation date is the date on which the NAV is determined as of the valuation date. Its occurrence depends on the availability of the valuation bases.

¹⁴ Whether and how many decimal places are effectively settled depends on the respective settlement system through which the investor's fund units are settled.

¹⁵ A redemption settlement immediately per end of the expiry of the (extended) lock-up period would consequently result in a redemption fee of 4% whereas a redemption per NAV date 6 months later would result in a redemption fee of 3.5% and a redemption per NAV date 12 months later would result in a redemption fee of 3.0% etc.

Conversion fee	<p>A conversion from one unit class into a different unit class is technically possible. A conversion request can only be settled with prior approval by the AIFM. A one-time fee is levied to the benefit of the unit class previously held at the expense of the converting investor. The fee relates to the potential difference in fees and duration of the respective unit classes involved. Any investor willing to convert in between different unit classes may request the AIFM to provide a quote for such conversion.</p> <p style="text-align: center;">(details cf. Art. 42)</p>
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Art. 3 Costs charged to fund assets¹⁶

The following costs are charged to the fund assets.

Unit class	ANCHOR-CHF	CRUISE-CHF
Fund administration (including regulatory compliance and general management)	AuM up to CHF 20 million: max. 0.40% p.a. AuM CHF 20-50 million: max. 0.35% p.a. AuM CHF 50-100 million: max. 0.30% p.a. AuM ab CHF 100 million: max. 0.20% p.a. minimum: CHF 40'000.- p.a. Degressive rates apply to the excess AuM amount in each case For the calculation basis and further explanations: cf. Art. 36.1	
Risk Management	0.03% p.a. no minimum For the calculation basis and further explanations: cf. Art. 36.1	
Portfolio management	1.20% p.a. no minimum	1.80% p.a. no minimum
	For the calculation basis and further explanations: cf. Art. 36.2	
Depository Bank	AuM up to CHF 20 million: max. 0.20% p.a. AuM CHF 20-50 million: max. 0.17% p.a. AuM CHF 50-100 million: max. 0.15% p.a. AuM ab CHF 100 million: max. 0.12% p.a. minimum: CHF 15'000.- p.a. For the calculation basis and further explanations: cf. Art. 36.3	
Specialist Consultant	The fees for the Specialist Consultant are paid in full by the AIFM from its own fees For the calculation basis and further explanations: cf. Art. 36.4	
AIFM Management of the SICAV¹⁷	CHF 10'000.- p.a. for the management of the SICAV	
Fees independent of assets	cf. Art. 37	

¹⁶ The costs actually charged are shown in the annual report.

¹⁷ The fee for the management of the SICAV is charged to all paid-up subfunds and all paid up unit classes in each subfund on a pro rata basis.

Performance fee	15%	25%
	Hurdle rate: 8% p.a. High-on-High-Mark: yes Calculation period: financial year For the calculation basis and further explanations: cf. Art. 38	

Art. 4 Fair treatment of investors

The AIFM ensures the fair treatment of all investors.


There is no preferential treatment of individual investors. Each investor is treated equally, in particular:

- Information is always published simultaneously;
- The conditions for subscriptions and redemption of fund units is the same for each investor (per unit class);
- No investor is informed individually or receives any benefits other than any other investor under the same circumstances;
- An effective and transparent complaints procedure is in place.

4 Service providers of the AIF

The following companies act on behalf of the AIF and perform the relevant functions in accordance with the law and the Constituent Documents.

Art. 5 AIFM

<p>ONE Funds AG</p> <p>Austrasse 14, 9495 Triesen, Liechtenstein Liechtenstein Reg. No. FL-0002.299.012-3</p> <p>☎ +423 388 10 00 ✉ info@onefunds.li 🌐 www.onefunds.li</p> <p>Auditor: BDO AG, 8005 Zurich, Switzerland</p>	
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ONE FUNDS AG was founded on 3 September 2008 in the form of a public limited company with registered office in Triesen, Liechtenstein, for an unlimited duration and entered in the Commercial Register. The members of the Board of Directors and the Executive Board are listed in the Commercial Register. It is licensed by the Financial Market Authority Liechtenstein (FMA) in accordance with the AIFMG and is entered on the list of licensed AIFM in Liechtenstein that is officially published by the FMA. It also holds the license as a management company pursuant to the UCITSG.

The fully paid-up share capital amounts to CHF 1'500'000.-. A potential liability of the AIFM is covered by this capitalization. A professional liability insurance policy is in place which provides coverage depending on the type of claim. The AIFM is liable pursuant to Art. 47 AIFMG.

The AIFM manages the AIF for the account and in the exclusive interest of the investors in accordance with the provisions in the Constituent Documents.

In accordance with the AIFMG, the AIFM may, with the appropriate approval of the FMA, delegate parts of its tasks to third parties for the purpose of a more efficient management.

The AIFM's remuneration regulations and data protection information can be found on its website (www.onefunds.li).

Art. 6 Depositary Bank

<p>Kaiser Partner Privatbank AG</p> <p>Herrengasse 23 FL-9490 Vaduz, Liechtenstein Liechtenstein Reg. No. FL-0001.018.213-7</p> <p>☎ +423 / 237 84 07 Fax: +423 / 237 80 06 ✉ wertschriften@kaiserpartner.com 🌐 https://kaiserpartner.bank</p> <p>Auditors: Ernst & Young AG, CH-8005 Zürich</p>	
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The AIFMG provides for a separation of the management and custody of the fund assets. Kaiser Partner Privatbank AG ("KAISER Bank") is entrusted with the custody of the fund assets and the maintenance of the fund unit register as Depositary Bank. KAISER Bank is a bank licensed in the Principality of Liechtenstein.


The fund unit register contains the following information: Subscriptions and redemptions of fund units with date, number of fund units and respective counterparty of the transaction.

The duties of the Depositary Bank include, but are not limited to, the following:

- Holding custody of all bankable fund assets on separated accounts held for the AIF;
- Verification and registration of the AIF's legal title of all non-bankable assets;
- Safeguarding the settlement of all payments relating to the AIF;
- Safeguarding the lawfulness of the valuation.

The Depositary Bank may outsource its custody tasks to one or more sub-depositaries. The Depositary Bank is liable pursuant to Art. 61 AIFMG.

Art. 7 Auditor

<p>Grant Thornton AG</p> <p>Bahnhofstrasse 15, 9494 Schaan, Liechtenstein Liechtenstein Reg.-Nr. FL-0001.105.991-2</p> <p>☎ +423 / 237 42 42 ✉ info@li.gt.com 🌐 www.grantthornton.ch</p>	
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The Auditor audits, among other things, the ongoing fulfillment of the licensing requirements, compliance with the provisions of the AIFMG and the Constituent Documents in the conduct of the AIF's business, and the AIF's annual reports.

The Auditor also fulfills certain reporting obligations towards the Financial Market Authority Liechtenstein (FMA). The Auditor is liable in accordance with the provisions of the PGR on auditors.

Art. 8 Portfolio management

The Portfolio management has been not been delegated.

Art. 9 Risk management

The Risk management has not been delegated.

Art. 10 Other service providers

Art. 10.1 Specialist Consultant

<p>Copernicus SSF GmbH</p> <p>Am Schrägen Weg 19 FL-9490 Vaduz, Liechtenstein Liechtenstein Reg.-Nr. FL-0002.721.263-4</p> <p>☎ +423 800 005 755 ✉ contact@mercaton.li 🌐 www.copernicus.li</p>	
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Copernicus SSF GmbH ("COPERNICUS") is a limited liability company under Liechtenstein law. COPERNICUS develops customized financing solutions as a partner for SMEs in Central and Eastern Europe, particularly (but not only) in the DACH-region (German speaking countries), in Benelux, Poland and the Czech Republic, which are facing challenging upheavals, whether for market expansion or restructuring. COPERNICUS's focus ranges from loans and credit lines to more complex off-balance sheet structures and more difficult transactions, such as non-performing loans and restructurings. As part of advisory mandates, COPERNICUS also develops and implements concepts for direct investments and participations in mentioned companies.

In line with COPERNICUS's expertise, the company acts as a specialist consultant for the identification and assessment of potential investment targets in accordance with the investment principles of the AIF, advising exclusively in relation to non-financial instruments.

The respective rights and obligations of COPERNICUS are defined in a written agreement.

Art. 10.2 Prime broker

No prime broker is used.

Art. 10.3 Distributor

The distribution has not been delegated.

5 Distribution

Art. 11 Sales information

The AIF is intended exclusively for the eligible investors described herein. The AIF is not authorized for distribution in all countries of the world. In general, fund units may not be offered in jurisdictions and to persons in which or to whom this form of offering is not permitted.

When fund units are distributed abroad, the distribution regulations applicable in that country shall apply.

The AIFM may redeem fund units against the will of the investor against payment of the redemption price, without undue delay after receipt of a redemption notice by the investor, to the extent that this appears necessary in the interest or for the protection of the investors, in particular if the investor has not fulfilled the conditions for an acquisition of the fund units or the fund units have been acquired by a natural or legal person or an entity or indirectly by beneficial owners for whom the acquisition of the units was not permitted or have been marketed in a country in which the AIF is not permitted for marketing. The investors are obliged to cooperate in this redemption.

Art. 12 Definition professional investors / Private investors in the EEA

Art. 12.1 Professional investors in terms of the Directive 2014/65/EU (MiFID II)

Professional client is a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs. In order to be considered to be professional client, the client must comply with the following criteria:

Art. 12.2 Categories of clients considered as professional clients

The following shall all be regarded as professionals in all investment services and activities and financial instruments for the purposes of the Directive:

- 1) Entities which are required to be authorised or regulated to operate in the financial markets. The list below shall be understood as including all authorised entities carrying out the characteristic activities of the entities mentioned: entities authorised by a Member State under a Directive, entities authorised or regulated by a Member State without reference to a Directive, and entities authorised or regulated by a third country:

- a) Credit institutions
 - b) Investment firms
 - c) Other authorised or regulated financial institutions
 - d) Insurance companies
 - e) Collective investment schemes and management companies of such schemes
 - f) Pension funds and management companies of such funds
 - g) Commodity and commodity derivatives dealers
 - h) Locals
 - i) Other institutional investors
- 2) Large companies meeting **two** of the following size requirements on a company basis:
- Balance sheet total: EUR 20 million
 - Net turnover: EUR 40 million
 - Own funds: EUR 2 million
- 3) National and regional governments, including public bodies that manage public debt at national or regional level, Central Banks, international and supranational institutions such as the World Bank, the IMF, the ECB, the EIB and other similar international organisations.
- 4) Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions.

Art. 12.3 Clients who can be treated as professional clients upon request

Clients other than those listed in Art. 12.2, including public sector bodies, local public authorities, municipalities and private individual investors, may also be allowed to waive some of the protections afforded by the conduct of business rules.

Investment firms shall therefore be allowed to treat any of those clients as professionals provided the relevant criteria and procedure mentioned below are fulfilled. Those clients shall not, however, be presumed to possess market knowledge and experience comparable to that of the categories listed in Art. 12.2.

Any such waiver of the protection afforded by the standard conduct of business regime shall be considered to be valid only if an adequate assessment of the expertise, experience and knowledge of the client, undertaken by the investment firm, gives reasonable assurance, in light of the nature of the transactions or services envisaged, that the client is capable of making investment decisions and understanding the risks involved.

The fitness test applied to managers and directors of entities licensed under Directives in the financial field could be regarded as an example of the assessment of expertise and knowledge. In the case of small entities, the person subject to that assessment shall be the person authorised to carry out transactions on behalf of the entity.

In the course of that assessment, as a **minimum, two** of the following criteria shall be satisfied:

- The client has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.
- The size of the client's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500'000.
- The client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

Those clients may waive the benefit of the detailed rules of conduct only where the **following procedure** is followed:

- 1) They must state in writing to the investment firm that they wish to be treated as a professional client, either generally or in respect of a particular investment service or transaction, or type of transaction or product.
- 2) The investment firm must give them a clear written warning of the protections and investor compensation rights they may lose.
- 3) They must state in writing, in a separate document from the contract, that they are aware of the consequences of losing such protections.

Art. 12.4 Private investors in terms of the Directive 2014/65/EU (MiFID II)

Private investor is any investor who is not a professional investor / client in terms of the Directive 2014/65/EU (MiFID II).

Art. 13 Country-specific sales information

Art. 13.1 Liechtenstein

The AIF is authorized in Liechtenstein for distribution to **professional investors** (as defined by MiFID II).

Art. 13.2 Switzerland

Subject to the successful appointment of a Swiss Representative and A Swiss Paying Agent, the AIF may be offered to qualified investors within the meaning of art. 10 CISA. Such appointment can take place any time and if so, the Constituent Documents of the AIF shall be amended accordingly.

Art. 13.3 Other Member States of the EEA

Subject to lawful notification the AIF may be marketed to professional investors in other member states of the EEA. Such notification can take place any time and if so, the Constituent Documents of the AIF shall be amended accordingly

Art. 13.4 USA

The fund units have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act 1933"), the United States Investment Company Act of 1940, as amended, or any other U.S. federal or securities laws of any state or territory of the United States of America or its territories, possessions or other areas subject to its jurisdiction, including the Commonwealth of Puerto Rico (collectively, the "United States," "USA" or "U.S.").

Neither the fund units have been approved by the U.S. Securities and Exchange Commission (the "SEC") or any other regulatory authority in the United States, nor has such approval been denied. In addition, neither the SEC nor any other regulatory authority in the United States has ruled on the accuracy or adequacy of the Constituent Documents or the Key Information Document ("KID").

Accordingly, the fund units may not be offered, sold or otherwise transferred in the United States or to or for the account of U.S. persons (as defined in the Securities Act 1933) except in connection with a transaction that does not violate U.S. law. Subsequent transfers of fund units in the United States or to U.S. persons are not permitted, except in connection with a transaction that does not violate U.S. law. The fund units are offered and sold on the basis of an exemption from the registration requirements under Regulation S of the Securities Act 1933.

These Constituent Documents may not be circulated in the United States except in connection with a transaction that does not violate U.S. law.

"U.S. persons" specifically include:

- 1) US citizens, including dual citizens;
- 2) Persons residing or domiciled in the United States;
- 3) Persons born in the United States or any of its territories or possessions;
- 4) Naturalized citizens and persons who are U.S. residents (green card holders) and/or whose primary residence is in the U.S.; U.S.-based corporations, trusts, estates, etc.;
- 5) Companies that qualify as transparent for U.S. tax purposes and have investors named in this section, as well as companies whose income is attributed to an investor named in this section as part of a consolidated consideration for U.S. tax purposes;
- 6) Investment companies or partnerships formed under the Act of Congress;
- 7) Financial institutions that do not comply with the provisions relating to the Foreign Account Tax Compliance Act (including, without limitation, Sections 1471 - 1474 of the U.S. Internal Revenue Code and a vulnerable agreement with the United States of America on cooperation for facilitated implementation of FATCA, as applicable) and do not register, to the extent required, with the U.S. Internal Revenue Service as an institution participating in FATCA; or
- 8) Persons who qualify as U.S. persons under Regulation S under the U.S. Securities Act of 1933 and/or the U.S. Commodity Exchange Act, as amended.

Art. 13.5 Hong Kong

No authorization has been obtained from the Securities and Futures Commission in Hong Kong and no registration has been made with the Registrar of Companies in Hong Kong. Consequently, shares of the Fund may not be offered or sold in Hong Kong, irrespective of the form of the documents used for this purpose, unless they are offered or sold to addressees who qualify as "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any regulations thereunder, or the distribution document used does not qualify as a "prospectus" within the meaning of the Companies Ordinance (Cap. 32 of the Laws of Hong Kong) or as a public offer pursuant to the Companies Ordinance. It is prohibited to publish or possess with any intention of publication any invitation, advertisement or any document in connection with the fund units in or outside Hong Kong to the extent that the same is directed at the public in Hong Kong or would be likely to be accessed by the

public in Hong Kong (except as permitted under the securities laws of Hong Kong) except in connection with fund units intended exclusively for persons outside Hong Kong or for "professional investors".

6 Unit classes and subfunds

Art. 14 Unit classes

Unit classes differ from other unit classes, for example, with regard to the appropriation of income, any surcharges, the accounting currency, the management fee, the minimum investment amount or a combination of these features, or with regard to other features. In this respect, there may be preferential treatment of one unit class compared to another unit class, but within the individual unit classes, investors are treated equally. All unit classes are managed jointly and are subject to the same investment strategy.

The AIFM may create new unit classes at any time at its own discretion. However, the rights of investors who have acquired fund units of existing unit classes shall remain unaffected.

It is possible to switch from one unit class to another subject to an according investor request and the approval of the AIFM.

If unit classes exist, the details are set out in Art. 1, Art. 2 and Art. 3.

Art. 15 Subfunds

The AIF is an umbrella fund which may comprise one or more subfunds. The AIFM may decide to launch new subfunds at any time at its own discretion. Furthermore, the AIFM may dissolve or merge subfunds at any time.

The various subfunds are separate in terms of assets and liabilities. The rights and obligations of investors in one subfund are separate from those of investors in the other subfunds.

It is possible to switch from one subfund to another subfund subject to an according investor request and the approval of the AIFM.

Art. 16 Side Pockets

With the approval of the FMA, the AIFM is entitled to spin off illiquid asset components and place them in separate subfunds / segments (side pockets). This is the case if a significant portion of the fund assets (more than 10%) cannot be properly valued in the longer term or develops as unsaleable.

The fund unit holders will receive fund units in the side pocket in proportion to their fund units in the original AIF. For the period of the formation of the side pockets, unit trading shall be suspended. After the formation of the side pocket, this segment is put into liquidation and distributes the liquidation proceeds to the unitholders as soon as the securities in it can be valued or sold again. Until the liquidation is completed, no fund units will be issued or redeemed in the side pockets formed.

7 Investment strategy of the AIF

Art. 17 General remarks

Art. 17.1 Profile of the typical investor

The AIF is suitable for investors with a mid- to long-term investment horizon who, as part of their personal asset diversification, are seeking investments in the investment strategy outlined and, in particular, are prepared to bear concentrated high investment risks. The AIF is suitable for speculative investors who accept very high risks up to a complete capital loss. Due to the investment strategy, the investor should be able to accept possible limited liquidity of the AIF.

Art. 17.2 Accounting currency

The accounting currency is the currency in which the accounting of the AIF is conducted.

Art. 17.3 Reference currency

The reference currency is the currency in which the performance and the net asset value (“NAV”) of the unit classes are calculated if this is different from the accounting currency.

Art. 17.4 Joint management with other funds

It is not permitted that part or all of the fund assets are managed together with assets belonging to other undertakings for collective investment (UCI).

Art. 18 Investment Policy

Art. 18.1 Investment objective

The investment objective of the AIF is to provide a positive return and opportunistic capital growth for the investors with a mid- to long-term investment horizon. In order to achieve this investment objective, the AIF pursues the following investment strategy:

Art. 18.2 Investment strategy

The focus of the AIF is to invest in companies via equity participations, debt participations or any combination thereof. The AIF targets above-average returns particularly by providing capital to and investing in companies in "special situations".

Such special situations might be

- substantial capital increases to spur growth and expansion,
- facilitation of management buyouts,
- financing of turnaround cases,
- financing of company restructurings,
- refinancing of existing capital providers and
- any other situations that are likely to have a significant impact on the overall economic standing of the respective companies with a potential of value creation.

The AIF shall benefit from this attractive investment niche characterized by a shortage of project financiers/investors for entities in such circumstances. The AIF shall invest into and potentially

successfully transform undervalued companies followed by an attractive exit. In such “special situations”, some of which listed beforehand, the AIF shall endeavour to further the performance and cashflow of the respective companies to the degree possible for the AIF while preparing and supporting the businesses for e.g. further private funding rounds and/or small cap IPOs. Through such approach, e.g. once-struggling companies may be converted into income-generating investments that attract a broader pool of global investors.

There is no specific focus or limitation with regards to sectors of the portfolio companies. However, it is assumed that a certain portion of all investments might take place in the following sectors i. recycling, ii. food production & food services, iii. gaming, iv. real estate, v. construction industry (e.g. energy transformation and optimization).

The AIF intends to invest opportunistic with an exit planned within two to five years after the investment has been made.

Geographically there are no limits, neither with respect to the domiciliation of any target investments nor with respect to the geographical scope of their activities, products and services. However, it is assumed that a considerable portion of all investments made will be linked to SMEs with legal seat in Central and Eastern Europe, particularly (but not only) with legal seat in the DACH-region (German speaking countries), in Benelux, Poland and the Czech Republic.

Art. 18.3 Sustainability factors (ESG)

Art. 18.3.1 At the level of the AIF

1. Regulation (EU) 2019/2088 ("SFDR")

This AIF is not a financial product within the meaning of Art. 8 or Art. 9 of Regulation (EU) 2019/2088 ("SFDR").

2. Disclaimer pursuant to Art. 7 of Regulation (EU) 2020/852 ("Taxonomy")

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities ("Taxonomy").

3. Disclaimer pursuant to Article 7 (2) of Regulation (EU) 2019/2088 ("SFDR")

Any adverse impact of investment decisions on sustainability (“ESG”) factors are not taken into account at the level of the AIF, as the improvement of these factors is not the main objective of the fund.

Art. 18.3.2 At the level of the AIFM

The AIFM is committed to sustainability and strives always to respect environment, social and governance standards in its business dealings.

In accordance with Regulation (EU) 2019/2088 ("SFDR"), the following information is provided.

1. Remark regarding Art. 4 (1) (a) of Regulation (EU) 2019/2088 ("SFDR").

Investors are advised that the “principal adverse impacts” of investment decisions on sustainability factors are not considered at the level of the AIFM.

2. Disclaimer pursuant to Art. 4 (1) (b) of Regulation (EU) 2019/2088 ("SFDR")

Investors are advised that in aggregate, for all its managed funds, the AIFM does not consider adverse impacts of investment decisions on sustainability factors, among others for the following reasons:

- The AIFM's main business is in private label funds; it therefore mainly sets up and manages funds on behalf of third parties. The AIFM therefore has little to no influence over the structure of the funds.
- Portfolio management for the funds is often delegated to third parties and the AIFM therefore does not take the investment decisions.
- Some fund types are fundamentally unsuited to the consideration of adverse impacts on sustainability factors, such as funds for structuring complex corporate situations, for succession and inheritance planning or for protection against hostile takeovers.
- Many of these types of funds are also not available for subscription by external investors.

Aggregating adverse sustainability impacts across these very different fund types would have no added value for investors and is also not practicable.

Despite this, the AIFM endeavours to encourage its business partners to consider sustainability factors as far as possible, when they are relevant.

Art. 19 Eligible assets

The AIF is limited to the following eligible investments:

Art. 19.1 Listed securities

All securities, book-entry securities / non-securitised rights and money market instruments traded on a stock exchange or another regulated market open to the public.

Art. 19.2 Unlisted securities

Other securities, book-entry securities / non-securitised rights and money market instruments that are not traded on a stock exchange or another regulated market open to the public. These may include alternative investment instruments such as hedge funds, private equity funds, etc., which may be held directly or indirectly (e.g. via certificates or participations).

Art. 19.3 Newly issued securities

Securities from new issues are permitted.

Art. 19.4 Asset positions from collateralization

As collateral for the loans or any other financing granted by the AIF, the AIF may accept and, to the extent that the collateral should be assigned to the AIF, hold any type of asset.

Art. 19.5 Demand deposits

The AIF is authorized to invest its uncommitted assets in demand deposits or callable deposits with a term of no more than 12 months at credit institutions domiciled in a member state of the EEA or in another state if they are subject there to supervision equivalent to Liechtenstein supervision.

Art. 19.6 Currencies

All freely convertible currencies as spot or forward transactions are permitted.

Art. 19.7 Units of other funds

The AIF may invest its assets in other domestic and foreign undertakings for collective investment (investment assets such as UCITS, AIFs, ETFs, etc.) in compliance with the investment policy (cf. Art. 18). In this context, the acquisition of units of other undertakings for collective investment that are directly or indirectly managed by the same AIFM or by another company with which the AIFM is linked by common management or control or by a substantial (more than 10% of the capital or votes) direct or indirect holding is also permitted, whereby such investments must be made in compliance with and in the best interests of the investors of the AIF.

Investors' attention is drawn to the fact that costs and fees are also incurred at the level of indirect investments, and that remunerations and fees may be charged.

Art. 19.8 Derivative financial instruments

Standardized derivative financial instruments are permitted both for investment/speculative purposes and also for hedging within the defined limits, provided that the overall risk of the underlying assets does not exceed the investment limits. When calculating this risk, the market value of the underlying assets, the default risk, future market fluctuations and the liquidation period of the positions are taken into account.

The following derivative financial instruments are permitted:

- derivative financial instruments traded on a stock exchange or another regulated market open to the public and all derivative financial instruments,
- derivative financial instruments which are not traded on a regulated market (OTC derivatives), if the counterparty is subject to supervision equivalent to Liechtenstein's and they can be valued, sold, liquidated or offset by an offsetting transaction in a comprehensible manner at any time;
- derivative financial instruments which are embedded in a security or money market instrument (structured financial instruments).

The total risk associated with such derivatives may not exceed **100%** of the NAV of the AIF.

Art. 19.9 Lending

The AIF or the companies held directly or indirectly by the AIF may grant loans in Liechtenstein and abroad. This includes all loans to companies, either through initial extension or also purchase of existing outstanding loans, in particular also non-performing loans.

Excluded, however, are those loans that are legally reserved for banks.

Art. 20 Non-eligible assets

Art. 20.1 Lending

The AIF may not grant loans that are legally reserved for banks.

Art. 20.2 Guarantees

The AIF may not commit itself as a guarantor except in transactions related to investments of the AIF where such guarantee (e.g. as shareholder of a particular company) may be beneficial or required to successfully pursue a certain transaction. However, it is always permissible for a third party to commit itself as guarantor in favor of the AIF.

Art. 20.3 Real estate investments

Direct real estate investments are not permitted.

Art. 20.4 Raw materials

Direct investments in commodities are not permitted.

Art. 20.5 Securities lending

Securities lending is not permitted.

Art. 20.6 Securities borrowing

Securities borrowing is not permitted.

Art. 20.7 Repurchase agreements

Repurchase agreements are not permitted.

Art. 20.8 Short sales

Short sales and constructions which are equivalent to a short sale are not permitted.

Art. 21 Borrowing

Cash inflows from a prepayment subscription (if allowed) are not considered as borrowing by the AIF.

The AIF may borrow up to a maximum of **150%** of its net assets for investment purposes.

The limit must be complied with at the time the loan is taken out and may subsequently increase during the term depending on fluctuations in the value of the fund assets. If, in the course of determining the value of the NAV, the maximum credit limit is exceeded due to fluctuations in the value of the fund assets, appropriate measures must be defined to reduce it.

The conclusion of loan agreements on behalf of the AIF is the responsibility of the AIFM. The final decision for or against taking out loans is made taking into account the purpose of the borrowing, the planned collateralization of the loan and the form of repayment of the loan at its maturity.

The property and rights belonging to the fund assets may not be pledged, except to secure permitted borrowing, for transactions with derivative financial instruments and for investments that make a contractual pledge in favor of the contractual partner or in favor of a third party indispensable.

The AIF has no legal right against the Depositary Bank for the granting of the maximum permissible credit line. The sole decision as to whether, in which manner and in what amount a loan is granted by the Depositary Bank to the AIF is incumbent on the Depositary Bank in accordance with its credit and risk policy. This policy may change under certain circumstances during the lifetime of the AIF.

Art. 22 Investment limits

Art. 22.1 Exceeding the investment limits

Pursuant to Art. 10 (4) AIFMV, the AIF may deviate from the investment limits within the investment policy in the first six months of the first capitalization date.

The AIF is not required to comply with the investment limits when exercising subscription rights from securities or money market instruments that are included in its assets, but must correct them within a reasonable period of time.

If the investment limits are exceeded, the AIFM must, in its measures, strive as a priority objective to normalize this situation, taking into account the interests of the investors. Any loss incurred as a result of an active breach of the investment limits/investment rules must be reimbursed to the fund assets without delay.

Art. 22.2 Look-through principle

The look-through principle does not apply to the investment limits (Art. 10 (3) AIFMV).

Art. 22.3 Liquidity

The AIF must always hold or obtain in good time the liquidity needed to cover all its costs at the time they are expected to become due.

Art. 22.4 Leverage

The **total risk** from **all** types of leveraged financing may not exceed **250%** of NAV.

The following maximum limits apply to each type of leveraged financing:

- The risk associated with borrowing may not exceed **150%** of NAV.
- The risk associated with derivative financial instruments may not exceed **100%** of NAV.
- The risk associated with securities lending may not exceed **0%** of NAV.
- The risk associated with repurchase agreements may not exceed **0%** of the NAV.

Art. 22.5 Additional hard and soft investment limits

A hard limit is a limit that the AIF shall obey under all circumstances, particularly at the time of investment. A soft limit on the opposite is a limit which is a goal of the AIF which in the end may or may not be reached.

As a first soft limit and in order to implement a certain diversification the AIF strives to invest a maximum of 25% of its available assets at the time of purchasing such investment(s) into a single investment.

As a second soft limit and in order to implement a certain diversification the AIF strives to invest a maximum of 35% of its available assets at the time of purchasing such investment(s) into a particular business sector (e.g. recycling / food production & food services / gaming / real estate / construction industry).

As a third soft limit and in order to implement a certain diversification the AIF strives to invest at least 50% of its available assets at the time of purchasing such investment(s) into companies with positive EBITDA (last financial statement).

Art. 23 Procedure and requirements for changing the investment strategy

The AIF may change its investment strategy at any time. The regulations regarding significant changes to the Constituent Documents apply.

Art. 24 Use of net income

Art. 24.1 Accumulating

If in Art. 1 the AIF or the respective unit class are defined as "accumulating", the net income of the AIF or the unit classes shall be reinvested on an ongoing basis in accordance with the investment strategy of the AIF.

Art. 24.2 Distributing

If in Art. 1 the AIF or the respective unit class are defined as "distributing", the AIFM may distribute the net income generated in the AIF or in a unit class to the investors in the AIF or in this unit class by means of a corresponding resolution.

The AIFM decides on the use of the available liquid assets in the interest of all investors. Distributions are determined at the discretion of the AIFM on the basis of the annual report as of the end of the previous financial year, with the resulting payment to the AIF investors being made as promptly as possible, generally within four months of the preparation of the annual report.

Distributions are paid on the fund units issued on the distribution date. No interest is paid on declared distributions from the date they are due.

In the case of a distribution, the Depositary Bank and the AIFM may charge a fixed fee per payment in their favor.

If the income of the AIF is not distributed or not distributed in full, the income reinvested shall be invested in accordance with the investment strategy of the AIF.

8 Risks of the AIF

Art. 25 Risk management method

The AIFM shall ensure the implementation of an appropriate risk management system as well as an appropriate liquidity management system.

Art. 25.1 Risk management method

Risk management method is the gross method as well as the commitment method.

Art. 25.2 Dealing with liquidity risks

Liquidity risk is the risk of a liquidity shortage caused by an unexpected shortfall in cash inflows or an unexpected increase in cash outflows (call and forward risk).

The AIFM shall monitor liquidity risk in accordance with the AIF's investment policy. The AIFM will regularly perform stress tests under normal and under exceptional conditions. The cycle is based on risk-adequate principles and may be adjusted by the AIFM.

The AIF shall maintain liquid investments at all times to the extent necessary to cover all costs incurred at the time such costs are estimated to be incurred.

In addition, the AIFM is entitled, while safeguarding the interests of investors, to temporarily suspend redemptions after corresponding fund assets can be sold without delay while safeguarding the interests of investors (see the regulations on delayed settlements of redemptions, Art. 31.9).

Art. 26 Risk information

The performance of the fund units depends on the investment policy as well as on the market development of the individual investments of the AIF and cannot be determined in advance. In this context, it should be noted that the value of the fund units may rise or fall at any time compared to the issue price and past performance is no indication of future performance. It cannot be guaranteed that the investor will get back his invested capital (total loss).

All investments in the AIF involve risks. The risks may include, or be associated with, equity and bond market risks, exchange rate risks, interest rate risks, credit risks, volatility risks and political risks. Any of these risks may also occur in conjunction with other risks. Some of these risks are discussed in this section. However, it should be noted that it is not possible to provide an exhaustive list of all risks.

Potential investors should be aware of the risks associated with an investment in the AIF and should not make an investment decision until they have obtained comprehensive advice from their legal, tax and financial advisor, auditor or any other expert on the suitability of an investment in fund units, taking into account their personal financial and tax situation and other personal circumstances, the information contained in these Constituent Documents and the investment policy of the AIF.

Art. 27 AIF-specific risks

In connection with the investment strategy of the AIF, a number of specific risks arise which are listed below, but not exhaustively. Especially investments in companies which are often categorized as venture capital are high risk investments since these companies offer high growth but also high risk potential due to a greater risk of failure.

Young companies often lack of well implemented production and general business processes, inexistent client base and supply chains,

Art. 27.1 Risks associated with illiquidity of shares and fund units

Investments in private equity bear the risk of not being able to exit / sell the investment in time, at a fair price, in a proper way or exit them at all. Further to this, there is no possibility to redeem fund units before the duration of the fund end.

Art. 27.2 Risks arising from the investment strategy and investments in growth companies

The AIF primarily invests in growth companies, typically startups. However, investing in these companies does not guarantee their long-term viability or the success of the investment. Therefore, investing in the AIF may not be suitable for all investors, and it should only constitute a limited portion of an investor's overall portfolio.

There is no guarantee that the AIF will generate profits, have available cash for distributions, achieve income exceeding expenses, increase in Net Asset Value, or prevent investors from experiencing a total loss of their investment.

Art. 27.3 Risks arising from a concentrated portfolio

The extent of diversification in the AIF cannot be assured. The AIF may invest in a single company. Concentrated exposure within the AIF may amplify other risks outlined in this document. Consequently, the overall return of the AIF could be significantly impacted by the poor performance of even a single investment.

Art. 27.4 Risks associated with managerial and operational skills

Business process risks – The implementation and optimisation of processes for the production or delivery of new products or services, especially for new technologies or business models, are often time and work consuming and capital-intense due to lacking experience. As a consequence, products or services might be delivered delayed or in minor quality or only at higher than expected and thus non competitive prices. This can lead to compromising client satisfaction and decreased demand, the need for financial compensation, reputational damages and other negative consequences.

Management risks – Companies are often founded and initiated by specialist / experts in their specific profession, who often lack of experience in general managerial skills or expert know-how in production and / or general organizational processes and financial planning needed when the company is growing.

Art. 27.5 Risks associated with new business solutions

Product risks – Depending on the stage of development, new products, technologies or business models (altogether called new business solutions) may only exist as a concept, experimental installation, prototype or a small pilot series. As a consequence they might show deficiencies in their functionality or reliability or have they might have not been tested and proven at all. The business risk to fail arising from such a product risk and the non-existing market-readiness is therefore many times higher than compared to established business solutions.

Market readiness risk – As a consequence of the above mentioned product risks, new business solutions might not be scalable for (mass) market. Actual sale and revenue figures fall behind the prognosticated targets the business plan and might not be reached at all.

Art. 27.6 Risks associated with commercialisation

The commercialisation of new products, technologies or business models (altogether called new business solutions) must overcome several associated risks.

Client risks – The targeted clients, irrespective of B-2-B or B-2-C business models, may not be interested in new business solutions or not to the predicted extent or be reluctant to adopt at all. The demand forecasted in the business model might therefor be too high and financial targets might not be achieved.

Competitor risks – Business opportunities for promising new business solutions attract additional competitors to entry a market and thus leading to increased competition with less market share and sales for each competitor and / or lower margins and profitability.

Market entry risks – The targeted markets might not be entered as fast or as "easy" as predicted due to market entry barriers, be it from a geographical, technological, legal or tax point of view.

Art. 27.7 Risks associated with key persons in target companies

Young and small companies such as start-ups or ventures and their success highly depend on key persons such as the founders or specialists in certain areas (engineers, scientists, IT-specialist, etc). The personnel composition of such a company may change and new decision-makers or specialists may then be less able to act successfully pursue the defined company goals.

Art. 27.8 Risks associated with raising capital to finance growth

Growing and expanding companies need regular (new) capital inflows to finance their growth and expansion. Capitalization of companies is often done in several rounds with new investors and not in a lump sum. Sometimes capital commitments for additional capital contributions may be given by existing or potential new investors of the company, but by far not in all cases or for the whole capital amount needed over years. Raising additional capital depends on various factors, such as the past and proven success and progress of the company, its reputation, the marketing capability of the management or those who are responsible to raise new capital, the general economic situation, etc.

Any shortfalls, slow progress or even failure to raise additional funds can lead to massive operational and financial turbulences and even illiquidity and bankruptcy of the company.

Art. 27.9 Risks associated with in-depth company data and monitoring

Source, completeness and reliability of company data – The main source of information about the company is very often the company itself. The main reason for the limited number of sources for information or even a lack of reliable data at all is that these companies are normally private companies and only limited subject to the duty of publishing company data and financial statements, if at all. For this reason, investments in private companies bear high risk of information asymmetries between the AIF and the company known as the principal agent problem.

Monitoring of target companies – Due to the above mentioned asymmetry of information the management of the target companies can pursue potentially unprofessional or harmful activities, which cannot be prevented or corrected in due time.

Art. 27.10 Risks in connection with non-credit investments

Equity Securities or Warrants Associated with Investments in Loans and Fixed Income Instruments – The AIF may invest in or hold common stock, other equity securities or warrants when associated with the purchase or ownership of a loan or fixed income instrument or in connection with a reorganization or restructuring of a borrower or issuer. Investments in equity securities that are incidental to or related to investments in such loans or fixed income instruments involve certain risks in addition to investments in loans or fixed income instruments. The AIF may regularly have material non-public information about a borrower or issuer because it owns a loan or fixed income instrument of a borrower or issuer. Due to prohibitions on trading in securities that are in possession of material non-public information, the AIF may not be able to enter into a transaction in an instrument of the borrower or issuer when it would otherwise be advantageous to do so.

Unlisted Debt and Equity Instruments – Unlike publicly traded common stocks, there is no centralized entity or exchange for private loans or fixed income instruments or equity securities issued by private

(unlisted) companies. Widely traded loans and fixed-income instruments are typically traded in an "over-the-counter" market where buyers and sellers can agree on a price. Due to the lack of centralized information and trading, the valuation of such instruments may involve a higher degree of risk than the valuation of traded common stock. In the case of derivative instruments, the AIF's counterparty, typically an investment bank, will generally insist on the right to determine the value of the instrument in question. In addition, other market participants may value instruments differently than the AIF. As a result, the AIF may be exposed to the risk that when such a loan or fixed income, private equity or derivative instrument is sold in the market, the amount received by the AIF will be less than the value of such instruments recorded on the AIF's books. Stocks and other equity securities generally fluctuate more than bonds and may decline in value over short or extended periods of time. The value of stocks and other equity securities is affected by changes in a company's financial condition and general market and economic conditions. The AIF's ability to respond to market movements may therefore be impaired, and the AIF may experience adverse price fluctuations as it liquidates its investments.

Fixed income instruments – Fixed income instruments are subject to the same risks that affect loans and may often be unsecured and/or structurally subordinated in the issuer's capital structure, exposing them to higher default risk and lower recoveries in the event of default. Sub-investment grade instruments may further increase this risk. In addition, fixed rate instruments are generally more susceptible to price fluctuations than floating rate loans, due to changes in prevailing interest rates. Prices of floating rate debt instruments tend to exhibit less fluctuation in response to changes in interest rates, but will exhibit some fluctuation, particularly if the next interest rate adjustment for that instrument is more distant in time or the adjustments over time are limited in amount.

Art. 27.11 Risks relating to the AIF

Lack of operating history – The AIF is newly organized and has no operating history. As a result, potential investors have no track record on which to base their investment decision.

Past Performance – The past performance of other strategies, mutual funds or managed accounts, is not representative of the possible future performance of this AIF. Such strategies, mutual funds or managed accounts did not necessarily have similar investment objectives to this AIF and should not be relied upon by prospective investors in making investment decisions.

Dependence on certain individuals – The AIF is dependent on the efforts, skills, experience, reputation and business contacts of its key individuals, the flow of information and business they form during the normal course of their activities, and the synergies between the various areas of expertise and knowledge of their professionals. The loss of any of the foregoing could have a material adverse effect on the AIF and could impair the ability to manage the AIF.

Investment Opportunity Analysis Methods – The AIFM seeks to conduct a reasonable review, based on the facts and circumstances applicable to each investment. This review can sometimes be subjective when dealing with newly organized entities for which limited information is available. Accordingly, the AIFM cannot be certain whether controls with respect to an investment opportunity for the AIF will uncover all relevant facts (including fraud) that may be necessary or helpful in evaluating such investment opportunity or whether the controls will result in a successful investment by the AIF. There can be no assurance that the projected results of an investment opportunity will be achieved. In addition, actual results may differ materially from those projected. General, unpredictable factors, may adversely affect the reliability of such forecasts. Assumptions or projections about the life of assets, stability, growth or predictability of costs, demand or revenues generated by an investment or other related factors may

differ materially from actual results due to various risks and uncertainties (including those described herein).

Availability of Investment Opportunities and Increasing Competition – Identifying, completing and realizing the types of investment opportunities sought by the AIF is extremely competitive and involves a significant degree of uncertainty. The AIF competes for investment opportunities with other investment companies and private investment vehicles, as well as with the public debt markets, private individuals and financial institutions, including investment banks, commercial banks and insurance companies, business development companies, strategic industry acquirers, hedge funds and other institutional investors investing directly or through affiliates. Such supply-side competition may adversely affect the terms on which the AIF may make investments.

Specialist advice – The rights of the AIF in any recovery claims against specialist advisers available to the AIF or the AIFM may be limited, and this limitation may result in the recovery against specialist advisers being significantly less than the loss suffered by the AIF. Limited recourse may also result in Specialist Advisors tending to recommend riskier and more speculative projects or assets, as their own economic risk may be severely limited.

Art. 27.12 Legal and regulatory risks

Effects of Laws and Regulations – If laws or governmental regulations impose additional requirements or restrictions on the lending ability of financial institutions, the AIF's ability to make loans or the availability of loans in the secondary market for AIF investments may be adversely affected. In addition, such requirements or restrictions on certain borrowers may reduce or eliminate sources of funding or refinancing. This would increase the risk of default.

If financial institutions need to increase their capital requirements due to legal or regulatory requirements, this may lead them to dispose of certain types of loans in order to optimize the use of their available own funds. Such sales could result in prices that the AIFM believes do not reflect fair value. If the AIF attempts to sell a loan at a time when a financial institution is conducting such a sale, the price that the AIF could receive for the loan may be adversely affected.

Certain EU Member States and the Monetary Union – Certain Member States are exposed to high levels of debt. Markets have questioned the ability of some of these member states to continue servicing their debt. Some global market participants believe it is possible that other member states will follow suit, although there is no certainty of this. If a member state defaults on its obligations, it could cause significant disruptions in financial markets and affect property values.

Government Intervention in Financial Markets – Instability in financial markets in recent years has led global governments to take a number of unprecedented measures to support certain financial institutions and financial market segments that have experienced extreme volatility and, in some cases, a lack of liquidity. Governments, their regulators or self-regulatory organizations may take additional measures that affect the regulation of the investments in which the AIF invests or the issuers of those investments in unpredictable ways. Borrowers held under secured loans of the AIF may seek protection under bankruptcy laws. Laws or regulations may also change the manner in which the AIF itself is regulated. Such laws or regulations could limit or preclude the AIF's ability to achieve its investment objective. The AIFM will monitor developments and attempt to manage the portfolio in a manner consistent with achieving the AIF's investment objective, but there can be no assurance that it will be successful in doing so.

Art. 27.13 Risks in connection with collateral

If the AIF receives collateral, this entails risks associated with these assets.

Art. 28 General risks

In addition to the AIF-specific risks, the investments of the AIF may be subject to general risks, which are listed below, but not exhaustively:

Art. 28.1 General market risks

Investment and Market Risk – An investment in the AIF is subject to investment risk, including the possible loss of the entire principal invested, plus amounts committed to the AIF but not yet drawn down. An investment in the AIF represents a long-term and illiquid (indirect) investment in a variety of debt securities, bonds and private and public equity investments or derivatives related to real estate. The value of the securities and instruments and the real estate and the income therefrom may sometimes fluctuate rapidly and unpredictably. At any time, an investment in the AIF may have a value less than the amount originally invested. Income, if any, may not be earned regularly during the life of the AIF, and investors who require a steady source of income should not rely on the AIF to generate it.

Diversification Risks – The AIF, even if fully invested, may be a relatively concentrated investment vehicle. The AIF could ultimately be invested in relatively few investments or in only one investment at the outset.

Financial Fraud – Instances of fraud and other deceptive practices committed by companies in which the AIF may invest may affect its control efforts with respect to those companies and may adversely affect the valuation of the AIF's investments. The AIF may invest in small to mid-sized companies. These companies generally have little control infrastructure, which may increase the risk of fraud and other financial misconduct.

Art. 28.2 Settlement risk

In particular, when investing in unlisted securities, there is a risk that settlement by a transfer system may not be executed as expected due to a delay or failure to make payment or delivery as agreed.

Art. 28.3 Change in the investment spectrum and investment policy

In compliance with the investment principles and limits prescribed by the applicable law and the investment restrictions, which may provide for a very broad framework, the actual investment policy may also be geared towards acquiring assets with a focus on only a few sectors, markets or regions/countries, for example. This concentration on a few specific investment sectors may be associated with risks. The AIFM may, with the approval of the FMA, change the investment policy over time within the legal and contractual framework, which may involve a change in risk.

Art. 28.4 Amendment of the Constituent Documents

The Constituent Documents may be amended. Furthermore, it is possible to dissolve the AIF entirely, or to merge it with another fund. For the investor, there is therefore a risk that he may not be able to realize his planned holding period.

Art. 28.5 Credit and default risk of the Depositary Bank

The fund assets invested in securities with the Depositary Bank are subject to the right of segregation in the event of bankruptcy. These fund assets therefore do not fall into the bankruptcy estate of the Depositary Bank in the event of bankruptcy of the Depositary Bank. However, this does not apply, for example, to on-balance sheet cash deposits with the Depositary Bank.

Art. 28.6 Derivative financial instruments

The use of derivative financial instruments for hedging purposes can change the general risk profile through correspondingly lower opportunities and risks. The use of derivative financial instruments for investment and speculative purposes can have an impact on the general risk profile through correspondingly moderate to very high additional opportunities and risks.

Derivative financial instruments are not investment instruments in their own right, but are rights whose valuation is derived primarily from the price and price fluctuations and price expectations of an underlying instrument. Investments in derivatives are subject to general market risk, management risk, credit risk and liquidity risk.

Due to the special features of the derivative financial instruments, however, the risks mentioned may be of a different nature and may in some cases be higher than the risks associated with an investment in the underlying instruments.

Therefore, the use of derivatives requires not only an understanding of the underlying instrument, but also a sound knowledge of the derivatives themselves.

Derivative financial instruments also carry the risk that the AIF will incur a loss because another party to the derivative financial instrument (usually a "counterparty") fails to meet its obligations.

The credit risk for derivatives traded on an exchange is generally lower than the risk for derivatives traded over-the-counter because the clearinghouse, which acts as the issuer or counterparty of each derivative traded on the exchange, provides a settlement guarantee. To reduce overall default risk, this guarantee is supported by a daily payment system maintained by the clearinghouse into which the assets required to cover it are calculated. For over-the-counter derivatives, there is no comparable clearinghouse guarantee and the AIF must include the credit quality of each counterparty to an over-the-counter derivative in its assessment of potential credit risk.

There are also liquidity risks, as certain instruments may be difficult to buy or sell. If derivative transactions are particularly large, or if the relevant market is illiquid (as may be the case with over-the-counter derivatives), transactions may not be able to be fully executed at all times or a position may only be liquidated at increased cost.

Other risks associated with the use of derivatives include incorrect price determination or valuation of derivatives. In addition, there is a possibility that derivatives may not be fully correlated with their underlying assets, interest rates and indices. Many derivatives are complex and often subjectively valued. Inappropriate valuations may result in increased cash demands from counterparties or a loss of value to the AIF. Derivatives do not always bear a direct or parallel relationship to the value of the assets, interest rates or indices from which they are derived. Therefore, the use of derivatives by the AIF may not always be an effective means of achieving the AIF's investment objective, and may sometimes even have the opposite effect.

Art. 28.7 Collateral management

If the AIF conducts over-the-counter (OTC) transactions, it may thereby be exposed to risks related to the creditworthiness of the OTC counterparties: when entering into futures contracts, options and swap transactions or using other derivative techniques, the AIF is exposed to the risk that an OTC counterparty may not (or may not) perform its obligations under a particular contract or contracts.

The counterparty risk can be reduced by depositing collateral. If collateral is owed to the AIF under applicable agreements, it will be held by or on behalf of the Depositary Bank for the benefit of the AIF. Bankruptcy, insolvency or other credit default events at the Depositary Bank or within its sub-depositary/correspondent banking network may result in the AIF's rights in connection with the collateral being postponed or otherwise limited. If the AIF owes collateral to the OTC counterparty under applicable agreements, such collateral shall be transferred to the OTC counterparty as agreed between the AIF and the OTC counterparty. Bankruptcy, insolvency or other credit default events at the OTC Counterparty, the Depositary Bank or within its sub-depositary/correspondent banking network may result in the AIF's rights or recognition in respect of the collateral being delayed, limited or even excluded, which would require the AIF to perform its obligations under the OTC Transaction notwithstanding any collateral posted in advance to cover such obligation.

Art. 28.8 Issuer risk (credit risk)

The deterioration of solvency or even the bankruptcy of an issuer can mean a partial or total loss of assets.

Art. 28.9 Monetary value risk

Inflation involves a devaluation risk for all assets. This also applies to the assets held in the AIF. The purchasing power of the invested capital decreases if the inflation rate is higher than the return generated by the investments.

Art. 28.10 Economic risk

This is the risk of price losses resulting from the fact that economic developments are not taken into account or are not taken into account correctly when making investment decisions, and as a result securities investments are made at the wrong time or securities are held in an unfavorable economic phase.

Art. 28.11 Concentration risk

Further risks may arise from the fact that investments are concentrated in certain assets or markets. The AIF is then particularly dependent on the development of these assets or markets.

Art. 28.12 Country risk

Investments in countries with politically unstable conditions are subject to special risks. These can very quickly lead to large price fluctuations. These include, for example, foreign exchange restrictions, transfer risks, moratoria or embargoes.

Art. 28.13 Countries or transfer risk

There is a risk that a foreign debtor, despite being solvent, may not be able to make payments on time, at all, or only in a different currency due to the inability or unwillingness of its country of domicile to transfer funds or for other reasons. For example, payments to which the AIF is entitled may not be made or may be made in a currency that is not (or no longer) convertible due to foreign exchange restrictions or in another currency. If the debtor pays in another currency, this position is subject to currency risk.

Art. 28.14 Liquidity risk

Assets may also be acquired for the AIF that are not listed on a stock exchange or included in another organized market. The acquisition of such assets is associated with the risk that problems may arise, in particular, when the assets are resold to third parties.

In the case of smaller companies (e.g. second-line stocks), there is a risk that the market may not be liquid at times. This may mean that securities cannot be traded at the desired time and/or in the desired quantity and/or at the desired price.

Art. 28.15 Sector risk

Subject to the investment principles and limits set out in the Constituent Documents, the actual investment policy may be geared towards acquiring assets with a focus on, for example, only a few sectors, markets or regions/countries. This concentration on a few specific investment sectors may be associated with particular opportunities, which are, however, also countered by corresponding risks (e.g. market narrowness, high volatility within certain economic cycles). Information on the content of the investment policy is provided retrospectively in the annual report for the past financial year.

Art. 28.16 Market risk (price change risk)

This is a general risk associated with all investments, which is that the value of a particular investment may change against the interests of the AIF.

Art. 28.17 Psychological market risk

Sentiment, opinions and rumors can cause a significant decline in share prices, even though there may be no lasting change in the earnings situation or future prospects of the companies or other securities in which investments are made. Psycho-logical market risk has a particular impact on equities.

Art. 28.18 Legal and political risks

Investments may be made for the AIF in jurisdictions where Liechtenstein law does not apply or, in the event of legal disputes, the place of jurisdiction is outside Liechtenstein. Resulting rights and obligations of the AIF or the AIFM for the account of the AIF may differ from those in Liechtenstein to the detriment of the AIF or the investor. Political or legal developments, including changes in the legal framework in these jurisdictions, may not be recognized by the AIFM, or may be recognized too late, or may lead to restrictions with respect to assets that can be acquired or have already been acquired.

Art. 28.19 Risks from increased redemptions and subscriptions

Liquidity flows into and out of the fund assets as a result of purchase or sale orders. After netting, the inflows and outflows can lead to a net inflow or outflow of the AIF's liquid assets. This net inflow or outflow may cause the asset manager to buy or sell assets, resulting in transaction costs. This applies

in particular if the inflows or outflows cause the AIFM to exceed or fall below a quota of liquid assets provided for by the AIF. The resulting transaction costs are charged to the fund assets and may adversely affect performance. In the event of very high inflows, increased AIF liquidity may have a negative impact on the performance of the AIF if the Company is unable to invest the funds on adequate terms. Larger redemptions, on the other hand, can lead to an outflow of funds that greatly reduces or even consumes the AIF's liquid assets.

Art. 28.20 Risks from trading and clearing mechanisms (settlement risk)

When securities transactions are settled via an electronic system, there is a risk that the settlement may not be executed as expected. This risk may be increased when investing in unlisted securities.

Art. 28.21 Risks from criminal acts, grievances or natural disasters

The AIF may fall victim to fraud or other criminal acts. It may suffer losses due to misunderstandings or errors by employees of the Company or external third parties or be damaged by external events such as natural disasters.

Art. 28.22 Settlement risk

This is the risk of loss to the AIF that a concluded transaction is not fulfilled as expected because a counterparty does not pay or deliver, or that losses occur due to operational errors in the course of settling a transaction.

Art. 28.23 Tax risks

The purchase, holding or sale of investments of the AIF may be subject to tax law regulations (e.g. withholding tax deduction) outside the country of domicile of the AIF. Furthermore, the legal and tax treatment of AIF may change in unforeseeable and uncontrollable ways. A change in incorrectly determined taxation bases of the AIF for previous financial years (e.g. due to external tax audits) may result in the investor having to bear the tax burden arising from the correction for previous financial years in the event of a correction that is fundamentally disadvantageous for the investor from a tax perspective, even though the investor may not have been invested in the AIF at that time. Conversely, the investor may be faced with the situation that a correction for the current and for previous financial years in which he was invested in the AIF, which is in principle advantageous from a tax point of view, no longer benefits him due to the redemption or sale of the fund units prior to the implementation of the corresponding correction. In addition, a correction of tax data may result in taxable income or tax benefits actually being assessed for tax purposes in a different assessment period than is actually applicable, with a negative impact on the individual investor.

Tax Reporting – Investors should be aware that certain tax authorities may offer better tax treatment if the AIF discloses certain information to investors. However, the AIF assumes no obligation to provide tax reporting to investors and assumes no liability with respect to the failure to provide tax reporting. If the AIF has prepared tax reporting, the AIF assumes no liability that it will be accurate in all respects, that it will be made by the date an investor is required to report to its tax authorities or that it will be made by the statutory due date.

Change in the AIF's Tax Status or Treatment – Any change in the tax status of the AIF or an investment vehicle, or in tax law or practice in a relevant jurisdiction, or in the tax treatment of the AIF or an investment vehicle, may affect the value of investments held by the AIF or the AIF's ability to

successfully pursue its investment objective, or may change the after-tax return to investors. Statements in this memorandum regarding the taxation of investors are based on tax law and the published practice of the relevant jurisdiction, and any change in such law may affect the AIF's ability to successfully pursue its investment policy or achieve its investment objective and may adversely affect the taxation of investors. Prospective investors are urged to consult their tax advisors regarding their particular tax situation and the tax implications of investing in the AIF.

Special Restrictions Relating to Investors – Certain prospective investors may be subject to laws, rules and regulations that may govern their participation in or exposure to the AIF, directly or indirectly, through an investment in the AIF, in investment strategies of the type that the AIF may employ from time to time.

Tax Considerations for Investors – Investors should, when investing in the AIF, seek their own tax advice regarding the tax consequences that may affect them. In particular, investors could be subject to the possible application of anti-avoidance or other adverse tax rules that could result in adverse and unanticipated tax consequences. In addition, applicable tax laws, treaties, rules or regulations or their interpretation may change at any time, possibly with retroactive effect. Changes in the tax treatment of investments and special purpose entities, as well as unexpected withholding or other taxes, may affect the AIF's expected cash flows. However, while the AIF may seek to improve the tax efficiency of such investment structures in its jurisdiction, relevant tax laws may change or be subject to different interpretations. The AIF is not obligated to take any such steps. Accordingly, the tax consequences of a particular investment or structure may change after the investment is made or the structure is established, so that the AIF may be subject to taxation (including as a withholding tax) with respect to its investments and the income, gains and profits derived therefrom in a manner or to an extent not currently anticipated. Any such change may adversely affect the net asset value of the AIF. In addition, such changes may require retroactive payments, each of which will then financially burden the AIF's current investors to the extent the AIF is required to (re)make tax payments.

Investors should note that the AIF may be treated as transparent for tax purposes in their jurisdiction of residence. In such circumstances, income and gains accruing to the AIF may be treated as accruing directly to investors in relation to their investments and may be directly taxable to such investors. Because the net proceeds from the realization of investments, principal repayments and net income accruing to the AIF are generally reinvested during the investment period, there is a risk that investors may be subject to an unfunded tax liability because they will be required to pay taxes on these amounts without having received an actual distribution of the related income or gains from the AIF. Ultimately, this will depend on the tax treatment of the AIF and the investments in the AIF in each jurisdiction. Investors are advised to seek independent tax advice in this regard and should be able to fund such unfunded liabilities at any time during the life of the AIF.

Withholding Tax Considerations – Income and capital received by a AIF may be subject to withholding taxes depending on the country in which the investment is made. In these circumstances, the AIF may be able, but not required, to take advantage of a double tax treaty with the jurisdiction in which the investment is made or a local domestic exemption to mitigate such withholding tax. However, there can be no assurance that the AIF will actually receive this benefit, either in a timely manner or at all. Any such withholding may be uncollectible and may reduce the funds available for payment to the AIF.

Taxation of the AIF and its Investment Vehicles – It is intended that the affairs of the AIF and the Investment Vehicles will be managed so as to minimize, to the extent reasonably practicable, the taxation of the AIF and the Investment Vehicles. However, the AIFM and the AIF assume no liability for the tax

treatment of the AIF. There can be no assurance that the income of the AIF or any Investment Vehicle will not, as a result of unexpected activities of the AIF and/or any Investment Vehicle, changes in law, conflicting conclusions of the relevant tax authorities or otherwise, be subject to the imposition of net income or withholding taxes.

Art. 28.24 U.S. Foreign Account Tax Compliance Act ("FATCA")

The AIF is subject to the provisions of the Liechtenstein FATCA Agreement as well as the corresponding implementing provisions in the Liechtenstein FATCA Act. Pursuant to the intergovernmental agreement "IGA Model 1" between the United States and the Principality of Liechtenstein, the AIF is considered a "deemed compliant foreign financial intermediary". This classification may change as a result of future amendments to the agreement and may adversely affect the AIF. Similar intergovernmental arrangements may apply to investment vehicles domiciled in other jurisdictions. Investors in the AIF may be required to provide additional information to enable the AIF and any investment vehicles to comply with their obligations, if any, under intergovernmental agreements with the United States. Failure by the AIF or its investors to comply with their own FATCA obligations may result in the AIF having to bear negative consequences, e.g. in the form of withholding taxes.

Art. 28.25 OECD Common Reporting Standard ("CRS")

The OECD developed the Common Reporting Standard ("CRS") to address the problem of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing costs for financial institutions, the CRS provides a common standard for auditing, reporting, and exchanging financial account information. Under CRS, participating jurisdictions receive financial information from reporting financial institutions on all reportable accounts identified by the financial institutions based on common audit requirements and reporting procedures. These are exchanged annually with the respective partners. The Principality of Liechtenstein has also committed to implementing the CRS. The AIF is classified as a "non-reporting financial institution" under the CRS, as reporting under CRS requirements takes place at the level of the investors of the fund. This classification may change as a result of future amendments to the Agreement and may adversely affect the AIF. Investors in the AIF may be required to provide additional information to the AIF in order for the AIF and any investment vehicles to comply with any obligations they may have under the CRS. Failure by the AIF or its investors to comply with their own CRS obligations may result in the AIF suffering adverse consequences.

Art. 28.26 Entrepreneurial risk

Investments in shares represent a direct participation in the economic success or failure of a company. In extreme cases (e.g. bankruptcy), this can mean the complete loss of value of the corresponding investments.

Art. 28.27 Custody risk

The safekeeping of assets, in particular abroad, involves a risk of loss that may result from insolvency, breach of duty or abusive conduct on the part of the Depositary Bank or any sub-depositary.

Art. 28.28 Currency risk

If the AIF holds assets denominated in foreign currency(ies), it is exposed to direct currency risk (to the extent that these foreign currency positions are not hedged). Falling foreign exchange rates lead to a reduction in the value of the foreign currency assets. Conversely, the foreign exchange market also offers opportunities for gains. In addition to direct currency risks, there are also indirect ones. Internationally active companies are more or less dependent on exchange rate developments, which can also indirectly affect the price development of investments. The costs and possible losses incurred in currency hedging transactions reduce the result of the AIF.

Art. 28.29 Counterparty risk including credit and receivables risk

The risks that may arise for the AIF in the context of a contractual relationship with another party (so-called counterparty) are presented below. There is a risk that the counterparty may no longer be able to meet its obligations under the contract. These risks may impair the performance of the AIF and thus also have a negative impact on the unit value and the capital invested by the investor.

Art. 28.30 Counterparty default risk / counterparty risks (except central counterparties)

The default of an issuer (issuer) or a counterparty (counterparty) against which the AIF has claims may result in losses for the AIF. The issuer risk describes the impact of the particular developments of the respective issuer which, in addition to the general trends of the capital markets, affect the price of a security. Even with careful selection of securities, it cannot be ruled out that losses may occur due to asset default of issuers. The party to a contract concluded for the account of the AIF may default in part or in full (counterparty risk). This applies to all contracts concluded for the account of the AIF.

Art. 28.31 Risk from central counterparties

A central counterparty ("CCP") may enter into certain transactions for the AIF as an intermediary institution, in particular transactions involving derivative financial instruments. In this case, it acts as buyer vis-à-vis the seller and as seller vis-à-vis the buyer. A CCP hedges its counterparty default risks through a number of protective mechanisms that enable it to offset losses from the transactions entered into at any time, for example through so-called margin payments (e.g. collateralization). Despite these protective mechanisms, it cannot be ruled out that a CCP will default, which may also affect claims of the Company for the AIF. This may result in losses for the AIF that are not hedged.

Art. 28.32 Risk of suspension of redemption

In principle, investors may request the AIFM to redeem their fund units in accordance with the valuation interval or redemption dates of the AIF. However, the AIFM may temporarily suspend the redemption of fund units in the event of exceptional circumstances and only redeem the fund units at a later date at the price valid at that time. This price may be lower than the price before the suspension of redemption. For the avoidance of doubt, in such a case the investor remains invested in the AIF and will participate in the economic development of the AIF.

A temporary suspension of the settlement of redemptions may become necessary in particular due to liquidity shortages. In the case of redemption requests that exceed the liquidity that is - presumably - available, the AIFM may decide not to settle these redemption requests until the later valuation date on which sufficient liquidity is available for a partial or complete settlement of the redemption requests that are due on this later valuation date. If such a measure is necessary, all redemption requests submitted

on time on this later valuation day will be settled at the same (later) NAV. In the event of liquidation of the AIF, redemptions already posted for redemption but not yet paid out shall not be entitled to a settlement amount other than the liquidation NAV.

Art. 28.33 Valuation risk

The AIFM is entitled to temporarily apply other adequate valuation principles to the fund assets if exceptional events make this necessary. In the case of massive redemption requests, the AIFM may value the fund units on the basis of the prices at which the necessary sales of securities are expected or actually made. In this case, the same calculation method shall be used for redemption requests submitted at the same time.

Art. 28.34 Key person risk

If the investment result of the AIF is very positive in a certain period, this success may also depend on the suitability of the acting persons and thus on the correct decisions of the management. However, the personnel composition of the AIF management may change. New decision-makers may then be less able to act successfully.

Art. 28.35 Interest rate risk

Investing in fixed income securities involves the possibility of changes in the level of market interest rates existing at the time a security is issued. If market interest rates rise relative to interest rates at the time of issuance, the prices of fixed-income securities generally fall. If, on the other hand, market interest rates fall, the price of fixed-income securities rises. This price movement causes the current yield on the fixed-income security to approximate the current market interest rate. However, these price fluctuations vary depending on the (remaining) term of the fixed-income securities. Fixed-income securities with shorter maturities have lower price risks than fixed-income securities with longer maturities. Fixed-income securities with shorter maturities, on the other hand, generally have lower yields than fixed-income securities with longer maturities. Money market instruments tend to have lower price risks due to their short maturity of 397 days or less. In addition, the interest rates of different interest-related financial instruments denominated in the same currency with comparable remaining maturities may develop differently.

Art. 28.36 Adjustment of fund units and distributions

The AIFM may, at its discretion, adjust the value attributed to a fund unit if an error has previously occurred in the valuation of the fund assets. Similarly, if distribution or payout proceeds are paid in error, the investor is subject to an obligation to the AIF to ensure that such amounts are repaid.

Art. 28.37 Further risks for investors

The AIF is managed by the AIFM. Investors are not able to make investment or other decisions on behalf of the AIF or otherwise play a role in the AIF's transactions.

If an investor fails to honor a commitment, the AIFM may seek remedies as set forth in the underlying agreement.

Art. 28.38 Limited or no regulatory supervision

The AIF may invest directly and/or indirectly in investment vehicles domiciled in countries where such investment vehicles are not subject to a recognized regulatory authority, investments in such investment vehicles are subject to a corresponding risk. Although the risks associated with investments in investment vehicles (whether regulated or unregulated) should generally be limited to the loss of the initial investment made, investors must nevertheless be aware that investments in unregulated investment vehicles are riskier than investments in regulated investment vehicles. In addition, the legal infrastructure and accounting, auditing and reporting standards in certain jurisdictions where these unregulated investment vehicles are established may not provide the same level of investor protection as would be generally available in the mainstream securities markets. As a result, unregulated investment vehicles are generally considered to be higher risk investments.

Art. 28.39 Potential conflicts between investors

Conflicts of interest may arise in connection with investment decisions, including the selection of borrowers that may be more advantageous to one investor than to another, particularly in relation to the individual situation of investors. In selecting and structuring investments suitable for the AIF and in determining how distributions are made to investors in the case of distributing share classes, the investment and tax objectives of the AIF and all investors will be considered, not the investment, tax or other objectives of any individual investor, which may adversely affect the investment returns of individual investors.

Art. 28.40 General risks relating to loans and debt instruments

Credit Risk – Credit risk is the probability that a borrower or issuer will default on the payment of principal and/or interest on a loan or instrument. Financial strength, liquidity and solvency of a borrower or issuer are the main factors affecting credit risk. In addition, the absence or inadequacy of collateral or credit enhancements for a fixed rate instrument may affect credit risk. The credit risk of a loan or instrument may change over time, and securities rated by credit rating agencies are subject to frequent review and may be downgraded. While a senior position in a borrower or issuer has the potential to provide some protection with respect to the AIF's investment in senior loans, losses may still occur because the market value of senior loans is affected by the creditworthiness of borrowers or issuers or their guarantors, as well as general economic and industry conditions. Senior positions may involve the AIF taking security for certain assets of the borrower. These assets may not have the value assigned to them or it may not be possible to realize their value. A number of the AIF's other investments may be subordinated to other debt in the issuer's capital structure. To the extent the AIF invests in below investment grade instruments or credits with similar characteristics, it is exposed to higher credit risk than a fund investing in investment grade instruments. The prices of lower-rated instruments are more sensitive to adverse developments, such as a decline in the issuer's revenues or a general economic downturn, than are the prices of higher-rated instruments. Lower investment grade investments are predominantly speculative with respect to the issuer's sustained ability to pay interest and repay principal at maturity and therefore involve a higher risk of default. The principal amount of certain investments may remain outstanding and at risk until maturity, in which case the ability of the relevant borrower to repay principal may be dependent upon a liquidity event or the long-term performance of the borrower, which is uncertain. In addition, the AIF may enter into credit derivatives that may expose it to additional risk in the event that the instruments underlying the derivatives default.

Enforcement of Mortgages – It may be necessary or desirable to enforce mortgages held by the AIF. The enforcement process varies depending on the country in which the loan and/or the assets securing the mortgage loan are located and can be lengthy and expensive. Borrowers may defend against mortgage foreclosure actions by asserting numerous claims, counterclaims and defenses against the AIF, even if they have no basis in fact, solely to prolong foreclosure actions and force lenders to modify loans or assume borrowers' positions favorably. In certain jurisdictions, a borrower's filing for bankruptcy proceedings may cause enforcement actions to remain stayed and further delay enforcement proceedings. In the event of the bankruptcy of a mortgage borrower, the mortgage loan to such borrower and the collateral will thus be subject to the creditor indemnification provisions of the law applicable in the relevant jurisdiction. Other restrictions arising from the borrower's bankruptcy may affect the collateral, e.g., in certain jurisdictions, collateral is limited to the value of the secured property at the time of bankruptcy. Foreclosure proceedings create a negative public image of the mortgaged property and may result in disruption to the ongoing leasing, management and operation of the property. In addition, the AIF bears the risk of loss of principal to the extent that there is a deficiency between the value of the collateral and the principal and accrued interest on the mortgage loan.

Small Borrowers – The AIF is likely to make loans to small businesses. Investments in such small businesses involve a number of risks generally associated with other types of loans described herein. Other risks associated with such small businesses include, but are not limited to, the following:

- These companies may have limited financial resources and a limited ability to meet their obligations;
- They typically have shorter operating periods, smaller market shares than larger companies, and may be less geographically diversified, making them more vulnerable to competitors' actions and market conditions, as well as downturns in the real estate market;
- There is usually little public information about these companies. These companies and their financial information are typically not subject to the rules that apply to public companies, and it may not be possible to locate all material information about these companies, which may prevent the AIF from making a fully informed investment decision and may cause the AIF to lose money on its investments;
- They may have difficulty accessing capital markets to meet future capital needs; and
- Loans to these companies are typically made through privately negotiated contracts that are not based on a specific industry standard (e.g., Loan Market Association or Loan Syndicate Trading Association).

Risks associated with prepayments (if allowed) – In times of falling interest rates, borrowers or issuers might exercise their option to repay the principal earlier than planned, especially in the case of fixed-income instruments. This is referred to as prepayment risk. Such risks in commercial real estate loans can sometimes be offset by the imposition of prepayment penalties, but such prepayment penalties may not fully offset the potential loss of income from such prepayment.

Private debt securities – A private debt security may have a contractual return that is not fully paid in cash but is paid in whole or in part in kind or as an increasing repayment preference, thereby extending the time until cash is received and increasing the AIF's exposure to the borrower. The intent is to achieve the AIF's targeted returns on a particular investment, including private debt securities. In doing so, other factors, such as general economic conditions, the competitive environment and the availability of potential purchasers of the securities, may shorten or lengthen the AIF's holding period, and some

investments may take additional years to reach realization. In some cases where the AIF invests in mezzanine loans, payment of interest in kind is more common because the senior lender often requires repayment in full before allowing the borrower to disburse cash to the mezzanine lender.

Lending – Lending and brokering of loans may amount to a regulated activity in certain jurisdictions. Typically, in jurisdictions where such regulations apply, the AIF would be required to obtain regulatory approval in order to engage in such activities. The AIF intends to structure its affairs so that neither it nor the AIFM is required to obtain such regulatory approvals. This situation has a number of practical consequences for investors. The inability to lend in such a jurisdiction may limit the range of investments available to the AIF due to the lack of appropriate approvals. This may require the AIF to enter into arrangements with intermediaries that have such approvals, particularly banking institutions, to assist in lending or brokering loans. To the extent the AIF decides to pursue such a strategy, it is likely to increase costs and reduce returns to investors and expose the AIF to the credit risk of such an intermediary. In addition, the application of such laws and regulations is often complex to determine and very specific to the individual circumstances of the AIF and the proposed borrower. This means that the AIF may incur significant legal, tax and other advisory costs in its efforts to ensure compliance with such laws and regulations. Such decisions will often ultimately depend on the professional judgment of the AIF's legal, tax and other advisors, and therefore it is possible that a regulator may challenge such decisions with potentially adverse consequences to the AIF.

There have been comments from regulators and intergovernmental institutions, including the Financial Stability Board and the International Monetary Fund, on the subject of "shadow banking" (a term commonly used to refer to credit intermediation between entities and activities outside the regulated banking system). The AIF is an entity outside the regulated banking system, and certain activities of the AIF may be considered to fall within this definition and therefore may be subject to regulatory developments. The AIF and the AIFM may be subject to increased supervision and regulation during the life of the AIF. This could increase costs and limit operations. Although it is not expected in light of recent developments in Europe, it is possible in an extreme case that such regulations could make the continued operation of the AIF unprofitable and result in its early termination or restructuring.

Lender Liability Risk – In certain jurisdictions, there is a risk that the AIF will be held liable to the borrower based on legal theories collectively referred to as "lender liability." Generally, lender liability is based on the presumption that a lender has breached a duty of good faith (implied or contractual), commercial reasonableness and fair dealing, or a similar duty to the borrower, or has assumed an excessive degree of control over the borrower, resulting in the creation of a fiduciary duty to the borrower or its other creditors or shareholders. Because of the nature of its investments, the AIF may be subject to allegations of liability as a lender.

Art. 28.41 Risks in connection with distressed investments

Distressed Instruments – The AIF may acquire an instrument or make a loan to a company that is potentially facing liquidity or solvency problems, subsequently files for bankruptcy or otherwise undergoes an insolvency-type reorganization. Some of these companies may be in transition or turnaround, may be financially indebted, in difficulty or potentially in financial difficulty, or may be or have been recently affected by major strategic actions such as restructuring, bankruptcy, reorganization or liquidation. As a result, the leverage or equity of these companies may be particularly risky, although they may also offer the potential for high returns. The instruments of these companies may be considered speculative, and the ability of the companies to make timely payments on their debt could be adversely affected by adverse developments affecting their real estate or properties generally, by fluctuations in

interest rates, by changes in the general economic climate, by economic factors affecting a particular industry, or by specific developments within the companies or their properties.

Involvement in Legal and Bankruptcy Proceedings – The AIF may be invested, from inception or as a result of deterioration in its financial condition, in debt and other obligations of real estate companies or companies owning real estate that have experienced significant financial or business difficulties. Investments in distressed instruments involve a substantial risk of involving the AIF in foreclosure actions or similar litigation. Such litigation may be time-consuming and expensive and may result in unpredictable delays or losses. Litigation costs, including payments under settlements or judgments, are generally borne by the AIF.

The AIF may make investments in companies involved in bankruptcy or equivalent insolvency proceedings. There are a number of significant risks associated with investing in companies involved in bankruptcy or equivalent insolvency proceedings, and many events in bankruptcy proceedings are the result of disputes and bankruptcy proceedings that are beyond the control of creditors. Bankruptcy or its equivalent can have adverse and lasting effects on a company. If the proceedings result in liquidation, the liquidation value of the Company may not equal the liquidation value that was presumed to exist at the time of investment. In addition, the duration of bankruptcy proceedings is difficult to predict. A creditor's return on investment may be adversely affected by delays in negotiating the plan of reorganization, which is approved by creditors and confirmed by the court, until it becomes finally effective. Certain claims, such as tax and wage claims, may have priority under the law over the claims of certain creditors, and the administrative costs associated with such proceedings are often high and are paid out of the debtor's assets prior to payment to creditors.

Certain investments in which the AIF invests may be subject to bankruptcy or avoidance laws if such investments were issued with the intent to hinder, delay or defraud creditors, or if the debtor receives less than fair value or adequate consideration for the issuance of such instruments under certain circumstances. If a court finds that the issuance of the instruments was made with intent to defraud or conceal, the court may set aside the payment obligations under the instruments, further subordinate the instruments to other existing and future indebtedness of the issuer, or require the AIF to repay amounts received with respect to the instruments. If the AIF is found to have interfered in the affairs of a company in which the AIF holds a debt security to the detriment of other creditors or shareholders of that company, the AIF may be liable for damages to injured parties or to a bankruptcy court. In addition, such debt securities may be inadmissible or subordinated to the claims of other creditors or treated as equity. If the AIF has representatives on the boards of a portfolio company, such participation may also prevent the AIF from freely disposing of its investments and subject the AIF to additional liability or cause its debt investments to be considered equity.

Losses due to bankruptcy or clawback laws and/or fraudulent transfers – Various creditor and stakeholder protection laws may apply to certain investments that are debt obligations, although the existence and applicability of such laws vary from country to country. For example, if a court determines that a borrower has not received adequate consideration or reasonably equivalent value for incurring indebtedness evidenced by an investment and the grant of security interests or other liens securing such investment, and the borrower (i) was insolvent before such indebtedness became effective, (ii) was engaged in an enterprise for which the assets remaining in such borrower represented an unreasonably small amount of capital, or (iii) was to incur, or appear to incur, that it would incur indebtedness in excess of its ability to pay maturing indebtedness, this Court may declare such indebtedness and any such security interest or other lien to be void as a fraudulent conveyance, subordinate such indebtedness to existing or future creditors of the Borrower, or collect amounts previously paid by the Borrower (including

the AIF) in payment of such indebtedness or proceeds of any such security interest or other lien previously applied in payment of such indebtedness. In addition, if a borrower or issuer in which the AIF has invested debt becomes insolvent, any payment made on such investment may be subject to avoidance, rescission and/or clawback if made within a specified period prior to insolvency.

Generally, if payments on an investment are cancelable, such payments may be reclaimed either from the original recipient or from subsequent transferees of such payments. To the extent that such payments are reclaimed by the AIF, the resulting losses will ultimately be borne by the investors in the AIF.

Art. 28.42 Risks in connection with real estate

Commercial Real Estate – Commercial real estate values and net operating income are subject to volatility that may result in net operating income being insufficient to cover the debt on the related mortgage loan. In addition, net operating income from and the value of commercial real estate are subject to various risks, including changes in general or local economic conditions and/or certain industry segments, the solvency of the relevant tenants, declines in property values, declines in rental or occupancy rates, increases in interest rates, property tax rates and other operating expenses, changes in government regulations and tax policies, acts of God, terrorist threats and acts of terrorism, and social unrest.

Fluctuations in Real Estate and Rental Income – The level of rents and the market values of real estate in the Target Markets, are generally affected by general economic conditions, political factors, as well as one-time events, such as the condition of financial markets, the availability of financing to businesses and consumers, the effectiveness of fiscal and monetary policies to stabilize economic conditions, changes in government legislation, political developments, including changes in regulatory or tax systems, increases in unemployment and related decreases in consumer spending, an oversupply or reduction in demand for retail space or consumer goods, infrastructure quality, financial performance and productivity of industries located in these countries, relocation or insolvency of tenant companies, and armed conflict or terrorist attacks. Certain types of these risks (e.g., the risk of armed conflict or terrorist acts, certain natural disasters or weather catastrophes such as floods, and certain acts of God) may become economically uninsurable in the future.

Subjectivity and Uncertainty of Real Estate Valuations – The valuation of real estate, and therefore the valuation of the underlying securities related to the AIF's investments, is inherently subjective due to, among other things, the individual nature of each property, a limited number of potential buyers, its location and the expected future rental income from that property. As a result, valuations of the real estate assets underlying the AIF's investments are subject to a degree of uncertainty and are based on assumptions that may not prove accurate, particularly during periods of market volatility or low transaction flows.

In addition, any valuations relied upon by the AIF reflect the position only as of the date of valuation, and market volatility since the date of such valuations may cause the value of the property to fluctuate significantly, possibly downward.

Declining real estate values – The collateral for mortgage loans consists of real estate. The value of the mortgage may be affected by, among other things, a decline in real estate values. There can be no assurance that the values of the real estate have remained or will remain at the levels at which they were at the time the related loans were made.

If the residential or commercial real estate market in the target markets experiences an overall decline in property values, such a decline could, in certain circumstances, result in a significant reduction in the value of the AIF's mortgage loans and ultimately result in losses to the AIF if enforcement of such loan is required.

Development and Construction Risks – The AIF may make loans when the underlying assets are under development or construction. The development and construction of real estate assets are subject to timing, budgetary and other risks that may adversely affect the AIF's operating results. Any renovation, redevelopment, development and related construction activities could affect a borrower's ability to repay loans (due to, among other things, construction delays or cost overruns that may increase project costs, obtaining zoning and other required regulatory approvals and authorizations, development costs for projects that are not pursued to completion, acts of God such as earthquakes, floods or fires that could adversely affect a project, the ability to raise capital, and governmental restrictions on the nature or scope of a project). Development and construction activities involve a high degree of risk, both in terms of cost and completion. These factors include, but are not limited to, increases in labor costs, increases in material costs, continued exposure to weather, extended construction periods, impacts of archaeological discoveries within the site, labor disputes, soil conditions, governmental regulations, delays in obtaining relevant permits from governmental agencies, design changes to accommodate changing environmental conditions, and fluctuations in engineering costs. These risks may result in significant as well as unexpected delays and costs, and may also prevent the completion of development and construction activities in certain circumstances, which could adversely affect the AIF's return.

Environmental Risks – Borrowers may incur additional costs if environmental liability arises. Under applicable environmental laws, a current or former owner or operator of a property may be held liable for the cost of removal (or other remedial action) of hazardous or toxic substances. These laws may also require owners and/or operators to conduct an environmental assessment of the property and generally consider them responsible and liable for the presence of such hazardous or toxic substances. Environmental laws may also impose restrictions on the manner in which property may be used or on the nature of business and related activities.

An owner that violates applicable environmental laws may be subject to penalties enforced by governmental entities, but may be initiated by private parties in certain circumstances. The AIF may be indirectly exposed to such risks arising from unexpected costs to borrowers in defending environmental claims or ensuring compliance with environmental law requirements, including a proposed new requirement to contribute to a state environmental fund or from taking remedial action on contaminated properties.

Art. 28.43 Sustainability risks (ESG)

The term "sustainability risks" is understood to mean the risk of an actual or potential loss in value of an investment due to the occurrence of environmental, social or corporate governance (ESG) events. The AIFM incorporates sustainability risks into its investment decisions in accordance with its corporate strategy.

Their valuation does not show any relevant impact on the return, because due to the specific investment policy and its restrictions and the performance achieved in the past, no relevant impact on the overall portfolio can be assumed, although of course past performance is not indicative for the future.

9 Valuation and unit trading

Art. 29 Valuation

The "**NAV**" ("**Net Asset Value**") per fund unit of the respective unit class is calculated by the AIFM as of the end of the financial year and for the respective valuation date on the basis of the last known prices, taking into account the valuation interval.

The NAV of a fund unit in a unit class of the AIF is expressed in the accounting currency of the AIF or, if different, in the reference currency of the respective unit class and is calculated by dividing the proportion of the fund assets attributable to the respective unit class, less any debt obligations of the AIF allocated to the respective unit class, by the number of fund units of the respective unit class. It shall be rounded off in accordance with standard commercial practice when fund units are issued and redeemed.

The fund assets are valued according to the following principles:

- 1) Investments listed on a stock exchange or traded on another regulated market are generally valued at the closing price on the valuation date. If an investment is traded on several stock exchanges or markets, subject to clause 2) the price of the main market for this investment shall be decisive.
- 2) In the case of investments in securities or money market instruments with a residual term of less than 397 days, the difference between the cost price (purchase price) and the repayment price (price at final maturity) can be written down or written up on a straight-line basis and a valuation at the current market price can be omitted if the repayment price is known and fixed. Any changes in creditworthiness are also taken into account.
- 3) Financing (e.g. granting of loans; interest-bearing securities, etc.) is generally valued on the basis of a nominal valuation plus accrued interest. The value of the position is usually checked for plausibility on the basis of e.g. annual financial statements of the recipients of the capital, provided that the counterparties are not listed. Interest rate sensitivities are not taken into account in the valuation if they do not have a significant impact from the AIFM's perspective. If there are doubts about the recoverability, a higher level of valuation certainty can be achieved by means of third parties (attestations, confirmations) on the one hand, and on the other hand safety discounts can also be applied to the position.
- 4) Investments in a company not traded on a stock exchange or regulated market are generally valued on the basis of audited financial statements prepared in accordance with acknowledged accounting standards and audited by a qualified third party. If it cannot carry out the valuation itself, the AIFM uses a qualified independent third party. The audited financial statements of the company to be valued should not date back more than six months (with regard to the valuation date of the AIF). If audited or current financial statements are not available, an alternative approach must be taken. The valuation is based on standard valuation principles such as NAV (e.g. audited equity), last financing round or capital increase or comparable transactions, multiple analyses or by means of discounted cash flow (DCF). The AIFM thus establishes valuation methods that determine what it believes to be the probable sales value at the time of the valuation. In order to promote consistency in the valuation, once a methodology has been selected, it may only be deviated from to a significant extent after consultation with the Auditor.

- 5) OTC derivatives shall be valued on a daily basis at a verifiable valuation to be determined by the AIFM in good faith and in accordance with generally accepted valuation models verifiable by auditors, based on the probable realizable value.
- 6) Funds are valued at the last established and available redemption price. If redemption for fund units is suspended or, in the case of closed-ended AIFs, there is no right to redemption or no redemption prices are set, these fund units, like all other assets, are valued at the respective fair value as determined by the AIFM in good faith and in accordance with generally accepted valuation models that can be verified by auditors.
- 7) Cash and cash equivalents are valued at their nominal value plus accrued interest.
- 8) Assets as defined in clause 1) for which no tradable price or market price is available, and assets that do not fall under clauses 2) - 7) shall be valued by the AIFM or, under its direction or supervision, by qualified agents, at the price that would probably be obtained by diligent sale at the time of valuation.
- 9) For the AIF, the investments that are not denominated in the accounting currency of the AIF or reference currency of the unit classes are converted into the accounting currency/reference currency at the mean rate of exchange.

The AIFM is entitled to temporarily apply other adequate valuation principles to the fund assets if the above-mentioned criteria for valuation appear impossible or inappropriate due to extraordinary events.

Art. 30 Issue of fund units

Art. 30.1 Application to purchase fund units ("Subscription")

Fund units may be purchased through any bank domiciled in Liechtenstein or abroad that is subject to equivalent supervision and to the EU Money Laundering Directive as amended or an equivalent regulation.

The relevant subscription form must be used to subscribe for the fund units. The AIFM or the Depositary Bank may reject a subscription application at any time without giving reasons.

Art. 30.2 Acceptance deadline Subscriptions

Subscription applications must be received by the Depositary Bank no later than the acceptance deadline (cf. Art. 1 "Acceptance deadline Subscriptions"). If a subscription application is received after the acceptance deadline, it will be earmarked for the following issue date. The AIFM may accept subscriptions after the acceptance deadline with the consent of the investor concerned if other investors are not disadvantaged in the process.

For applications placed with distributors in Liechtenstein and abroad, earlier closing times for the submission of applications may apply in order to ensure timely forwarding to the Depositary Bank in Liechtenstein. These can be obtained from the respective distributors.

Art. 30.3 Issue date

Fund units are issued on each issue date at the NAV per unit of the corresponding unit class of the AIF determined as of the valuation date, plus any issue fee and plus any taxes and duties.

In the event that an interim valuation takes place, the AIFM has the right to settle subscriptions that have not yet been settled already at the interim NAV, rather than at the later regular issue date.

Art. 30.4 Issue of certificates

No physical certificates shall be issued. Fund units shall only be kept in book-entry form and possibly issued or redeemed in fractions (cf. Art. 1 "Denomination").

The fund units are issued exclusively in the form of uncertificated rights within the meaning of the Swiss Code of Obligations. On that basis the Depositary Bank creates intermediated securities (computerized entries in an electronic register) within the meaning of the Swiss Federal Intermediated Securities Act. For the purpose of the free transferability of the fund units, fund units are held in a collective custody.

Art. 30.5 Delivery

Art. 30.5.1 DVP

The fund units are delivered as "**delivery versus payment transactions**" ("**DVP**") in the reference currency of the respective unit class via the respective settlement system through which the investor's subscription is settled.

Art. 30.5.2 Prepayment procedure

The units are delivered in fulfillment of a prepayment subscription (also known as **free of payment**, "**FOP**") already received in the reference currency of the respective unit class via the respective settlement system through which the investor is settled.

In the prepayment procedure, the funds must be received on the basis of the subscription one bank working day before the valuation date. The investor receives the fund units in the amount of his subscription subsequently (after the valuation on the valuation date). The investor only becomes an investor in the AIF when the fund units are issued on the valuation date and therefore only participates economically in the fund from this point in time. Until then, the investor makes the capital available to the fund free of interest and the AIF can also invest the capital before the valuation date. If, on the basis of the desired subscription amount, a residual amount remains when calculating the fund units to be issued that cannot be settled, this residual amount will be refunded to the investor.

Art. 30.6 Forward Pricing

The AIFM shall ensure that the issue of fund units is settled on the basis of an NAV per unit unknown to the investor at the time of application (forward pricing).

Art. 30.7 Contribution in kind

The AIFM is entitled, with the consent of the Depositary Bank, to accept a contribution in kind. Whether and how a contribution in kind (in any form) can be made in the course of the issue of fund units instead of payment of the issue price is at the sole discretion of the AIFM. The investor interested in a contribution in kind may contact the AIFM in this regard. The possibility of a contribution in kind is not guaranteed. If the AIFM or the Depositary Bank deny a specific investor request for a contribution in kind of, the investor has the option of a regular subscription application.

Art. 30.8 Special remarks

In addition, the AIFM and the Depositary Bank may at any time temporarily restrict, suspend or permanently discontinue the issue of fund units if this is necessary in the interests of investors, in the public interest, for the protection of the AIFM, the AIF or the investors, in particular if

- there is a suspicion that the respective investor is engaging in "market timing", "late trading" or other market techniques with the acquisition of the fund units, which could be detrimental to the investors as a whole;
- the investors do not meet the conditions for acquiring the fund units; or
- the fund units are marketed in a country in which the AIF is not authorized for marketing.

The issue of fund units may also be suspended in cases of Art. 33 (suspension of unit trading).

Art. 30.9 Other

Information on the minimum investment that must be made by an investor in a unit class, the issue date, the acceptance deadline, and the amount of the maximum issue fee, if any, can be found in Art. 1 and Art. 2.

All taxes and duties incurred through the issue of fund units will also be charged to the investor. If fund units are acquired via banks that are not entrusted with the distribution of the fund units, it cannot be ruled out that such banks will charge further transaction costs.

If payment is made in a currency other than the accounting currency, the equivalent value from the conversion of the payment currency into the accounting currency, less any fees, is used for the purchase of fund units.

Art. 31 Redemption of fund units

Art. 31.1 Application for redemption of fund units

Fund units may be redeemed through any bank domiciled in Liechtenstein or abroad that is subject to equivalent supervision and the EU Money Laundering Directive as amended or an equivalent regulation.

If the execution of a redemption request results in the investor's holding falling below the minimum investment specified in Art. 1, the AIFM may, without further notice to the investor, treat such redemption request as a request for redemption of all fund units held by the respective investor (in that unit class) or as a request for conversion of the remaining fund units into another unit class of the AIF with the same accounting currency for which the investor meets the participation requirements.

Art. 31.2 Acceptance deadline Redemptions

Redemption requests must be received by the Depositary Bank no later than the acceptance deadline (cf. Art. 1 "Acceptance deadline Redemptions"). If a redemption request is received after the acceptance deadline, it shall be earmarked for the following redemption day.

For applications placed with distributors in Liechtenstein and abroad, earlier closing times for the submission of applications may apply in order to ensure timely forwarding to the Depositary Bank in Liechtenstein. These can be obtained from the respective distributors.

Art. 31.3 Redemption date

Fund units shall be redeemed on each redemption date at the NAV per fund unit or per fund unit of the corresponding unit class of the AIF determined as of the valuation date, less any redemption fees and any taxes and duties.

Art. 31.4 Delivery

The fund units are delivered as "**delivery versus payment transactions**" ("**DVP**") in the reference currency of the respective unit class via the respective settlement system through which the investor is settled.

Art. 31.5 Forward Pricing

The AIFM shall ensure that the redemption of fund units is settled on the basis of a NAV per fund unit unknown to the investor at the time of submission of the application (forward pricing).

Art. 31.6 Redemption in kind

Alternatively, redemption in kind is possible instead of payment of the redemption price. With the consent of the Depositary Bank the AIFM is entitled to carry out a redemption in kind. The investor may ask for a redemption in kind. The decision on this request is at the sole discretion of the AIFM with the consent of the Depositary Bank. Redemptions in kind instead of payment of the redemption price are also permitted if the AIF is in liquidation (cf. Art. 54.6).

Redemptions in kind shall be effected by direct issue of assets less corresponding redemption discounts, if any, and additional payment of the difference between the value of the delivery in kind and the value of the redeemed fund units less corresponding redemption fees, if any. However, the redeeming investor is not entitled to the transfer of specific asset positions. In this case, the redeeming investor will receive a tender of fund assets corresponding to the value of the submitted redemption request. The delivery of assets takes place by means of custody transfer, physical transfer or another transfer, depending on the type of fund assets. By means of a custody account transfer, the payout in kind shall only be made to a bank domiciled in Liechtenstein or abroad that is subject to equivalent supervision and the EU Money Laundering Directive as amended or an equivalent regulation. The Depositary Bank reserves the right to refuse delivery in kind if this requirement is not met. The costs associated with a delivery in kind (transport, insurance, etc.) and any associated taxes and duties will be charged to the investor in addition to the redemption fee or offset against the investor's claims.

Art. 31.7 Special remarks

The AIFM and the Depositary Bank may redeem fund units at any time against the will of the investor against payment of the redemption price, without undue delay after receipt by the investor of a redemption notice, if this appears necessary in the interest of the investors, in the public interest, for the protection of the AIFM, the AIF or the investors, in particular if

- there is a suspicion that the respective investor is engaging in market timing, late trading or other market techniques in connection with the acquisition of the fund units, which may be detrimental to the investors as a whole;
- the investors do not meet the conditions for acquiring the fund units; or
- the fund units are marketed in a country in which the AIF is not authorized for marketing.

Investors are obliged to cooperate in this redemption.

The redemption of fund units may be suspended in cases of application of Art. 33 (suspension of unit trading).

Art. 31.8 Other

Information on the redemption date, the valuation interval, the acceptance deadline and the amount of the maximum redemption fee, if any, as well as on any specific restrictions on redemptions can be found in Art. 1 and Art. 2.

As it is necessary to provide for an adequate share of liquid assets in the fund assets, the payment of fund units will be made within a fixed period (settlement date). This does not apply in the event that, in accordance with legal regulations, such as foreign exchange and transfer restrictions, or due to other circumstances beyond the control of the Depository Bank, it proves impossible to transfer the redemption amount. The settlement date is specified in Art. 1.

If, at the request of the investor, payment is to be made in a currency other than the currency in which the fund units concerned are issued, the amount payable shall be calculated from the proceeds of the exchange from the reference currency into the payment currency, less any fees and charges.

Upon payment of the redemption price, the corresponding fund unit expires.

In the event of liquidation of the AIF, redemptions requested but not yet paid out shall not be entitled to a settlement amount other than the liquidation NAV. In the event of liquidation, redemptions in kind instead of payouts to investors are possible.

Art. 31.9 Delayed settlement of redemptions

The possibility to redeem fund units depends on the liquidity available to the AIF. The investment horizon of the fund assets is longer than the notice period. It may therefore not be possible to liquidate an investment made in accordance with the specified investment policy (Art. 18) in due time. It is also not ensured that there will be sufficient subscriptions at all times to compensate for any liquidity shortages and to enable redemption settlements. **Investors note that there is no guarantee that redemptions can be settled on the redemption date as requested by the investor.**

Investors who do not agree with this condition should not make an investment in the AIF.

If a situation arises where the equivalent value of redemptions to be settled exceeds the liquid fund assets required to settle these redemptions and taking into account subscriptions to be settled at the same time, the AIFM may decide that the redemptions will be settled only partially or not at all (e.g. decision by the AIFM to redeem a certain percentage of the redemptions pending settlement), taking into account in particular the liquidity planning of the AIF.

If, as a result of this regulation, fund units earmarked for redemption are not settled, these fund units will remain earmarked for redemption and will be settled on the next following valuation date ("**delayed settlement**"). All affected investors will experience the same aliquot reduction of their settlement. **Until the effective settlement of the fund units, the fund units of the affected redemption consequently continue to participate in both the positive and negative economic development of the AIF and fully bear the resulting opportunities and risks.** The valuation of the AIF on the scheduled valuation dates (calculation of the NAV per fund unit) will also be carried out if settlements of redemptions should only be delayed due to liquidity bottlenecks.

Fund units that are not settled until a later valuation date are prioritized in the settlement process over fund units that are entitled to payment for the first time on this redemption date. This ensures that – even in the event of delayed settlements – those investors who first claimed a payment are paid out in full first.

Art. 32 Conversion of fund units

Art. 32.1 Application for the conversion of fund units

If different unit classes are offered, fund units of one unit class may be exchanged for fund units of another unit class, provided that this is permitted in accordance with Art. 14. Conversion requests must be addressed to the AIFM. An exchange of fund units for another unit class is possible if the investor meets the conditions for the direct acquisition of fund units of the other unit class.

Any conversion fee or the exclusion of a conversion for certain unit classes are defined in Art. 1.

Art. 32.2 Formula for the conversion of fund units

The number of fund units into which the investor wishes to convert is calculated according to the following formula:

$$A = (B \times C) / (D \times E)$$

A = Number of fund units of the unit class into which the fund units are to be converted

B = Number of fund units of the unit class from where the exchange is to be executed

C = NAV or redemption price of the fund units presented for conversion

D = Foreign exchange rate applicable to the unit classes concerned, represented as the ratio of the reference currency of C to the reference currency of D. If both unit classes are valued in the same reference currency, this coefficient is 1.

E = NAV of the fund units of the unit class, if any, into which the switch is to be made, plus taxes, fees or other charges

Art. 32.3 Forward pricing

The AIFM shall ensure that the conversion of fund units is settled on the basis of a NAV per fund unit unknown to the investor at the time of submission of the application (forward pricing).

Art. 32.4 Special remarks

The AIFM and the Depositary Bank may reject conversion requests at any time if this appears necessary in the interest of the investors, in the public interest, for the protection of the AIFM, the AIF or the investors, in particular if

- there is a suspicion that the respective investor is engaging in "market timing", "late trading" or other market techniques with the acquisition of the fund units, which could be detrimental to the investors as a whole;
- the investors do not meet the conditions for acquiring the fund units; or
- the fund units are marketed in a country in which the AIF is not authorized for marketing.

The conversion of fund units may also be suspended in cases of Art. 33 (suspension of unit trading).

Art. 32.5 Other

If applicable, taxes, duties and (stamp) fees or similar may be incurred in individual countries in the event of a unit class change, which must be borne by the investor.

Art. 33 Suspension of NAV calculation or unit trading

Art. 33.1 General remarks

The AIFM may temporarily suspend the calculation of the NAV or the unit trading (issue and conversion of fund units) if this is justified in the interest of the investors, in particular

- if a market which forms the basis for the valuation of a substantial part of the fund assets is closed or if trading on such a market is restricted or suspended; or
- in the event of political, economic, or other emergencies; or
- if transactions become impracticable for the AIF due to restrictions on the transfer of assets.

Art. 33.2 Issue of fund units

The AIFM may also take the decision to fully or temporarily suspend the issuance of fund units if new investments could impair the achievement of the investment objective.

The issue of fund units is temporarily suspended in particular if the calculation of the NAV per unit is suspended. A conversion of fund units whose redemption is temporarily restricted due to the suspension of the calculation of the NAV is not possible.

Art. 33.3 Redemption of fund units

The AIFM shall ensure that sufficient liquid assets are available to the fund assets so that redemption of fund units at the request of investors can be effected without undue delay under normal circumstances.

The redemption of fund units is temporarily suspended in particular when the calculation of the NAV per unit is discontinued.

To the extent that the calculation of the NAV per unit is possible, but the payment of redemptions is not due to a lack of liquid assets, the AIFM is entitled, while safeguarding the interests of the investors, to temporarily suspend redemptions until corresponding fund assets can be sold without delay while

safeguarding the interests of the investors. In such a case, the settlement of subscriptions is still possible, especially since the NAV of a unit can be calculated. **In such a case, the fund units that have not yet been paid out but have already been earmarked for redemption continue to participate in the economic development of the AIF until the effective settlement of the redemption. In this respect, the investor continues to participate in both the positive and negative performance of the AIF until the effective settlement of the redemption concerned and bears the resulting opportunities and risks in full.** The AIFM decides on the use of the available liquid assets in the interest of all investors.

Art. 33.4 Special remarks

Subscription or conversion applications shall be settled after the calculation of the NAV has resumed. The investor may revoke his subscription or conversion application until the resumption of unit trading.

The AIFM shall immediately notify the FMA and via the AIF's publication medium the affected investors of the suspension of the valuation of the NAV or the unit trading.

Art. 34 Late Trading and Market Timing

If there is any suspicion that an applicant is engaging in late trading or market timing, the AIFM or the Depositary Bank will refuse to accept the subscription or exchange application until the applicant has clarified any doubts regarding the application.

Art. 34.1 Late Trading

"**Late trading**" means the acceptance of a subscription or exchange order received after the respective acceptance deadline (cut-off time) of the day in question and its execution at the price based on the NAV applicable on that day. Late trading allows an investor to profit from knowledge of events or information published after the cut-off time of the orders but not yet reflected in the price at which the investor's order is settled. As a result, this investor has an advantage over investors who have met the respective official acceptance deadline. The advantage of this investor is even more significant if he can combine late trading with market timing.

Art. 34.2 Market Timing

"**Market Timing**" means the arbitrage process by which an investor systematically subscribes and resells or exchanges fund units of the same AIF or unit class on a short-term basis by taking advantage of timing differences, errors or weaknesses in the system to calculate the NAV of the AIF or unit class.

Art. 35 Prevention of money laundering and terrorist financing

The AIFM shall ensure that domestic distributors give the AIFM a commitment to comply with the provisions of the Due Diligence Act and Due Diligence Ordinance applicable in Liechtenstein as well as the guidelines of the FMA as amended from time to time.

Insofar as domestic distributors accept funds from investors themselves, they are obliged in their capacity as subjects to due diligence to identify the investor in accordance with the Due Diligence Act and the Due Diligence Ordinance, to identify the ultimate beneficial owner, to draw up a profile of the business relationship and to comply with all local regulations applicable to them for the prevention of money laundering.

In addition, distributors and their distributions offices must also comply with all regulations on the prevention of money laundering and terrorist financing that are in force in the respective countries of distribution.

10 Costs and fees charged to the AIF

Art. 36 Ongoing asset-based costs and fees (variable)

Art. 36.1 Fund administration (including risk management and general management)

For the fund administration (including regulatory compliance and general management) of the AIF, the AIFM shall charge an annual fee in accordance with Art. 3. This fee is calculated on the basis of the gross fund assets less any debt obligations (net fund assets before fees). The variable costs are accrued on a pro rata basis at each NAV valuation date and charged to the fund assets on a quarterly basis. For longer than quarterly NAV valuation intervals, only the aliquot minimum fee (if any) is charged on a quarterly basis in the interim. In this case the applicable variable fee rate shall be charged at the time of the next published NAV before fees. The amount of this fee of the AIF/unit class is disclosed in the annual report.

The same is applicable to the risk management fees in accordance with Art. 3.

Art. 36.2 Portfolio management

For the portfolio management of the AIF, the AIFM shall charge an annual fee in accordance with Art. 3. This fee is calculated on the basis of the gross fund assets less any debt obligations (net fund assets before fees). The variable costs are accrued on a pro rata basis at each NAV valuation date and charged to the fund assets on a quarterly basis. For longer than quarterly NAV valuation intervals, only the aliquot minimum fee (if any) is charged on a quarterly basis in the interim. In this case the applicable variable fee rate shall be charged at the time of the next published NAV before fees. The amount of this fee of the AIF/unit class is disclosed in the annual report.

Art. 36.3 Depositary Bank

For the performance of its duties under the depositary agreement, the Depositary Bank shall charge an annual fee in accordance with Art. 3. This fee is calculated on the basis of the gross fund assets less any debt obligations (net fund assets before fees). The variable costs are accrued on a pro rata basis at each NAV valuation date and charged to the fund assets on a quarterly basis. For longer than quarterly NAV valuation intervals, only the aliquot minimum fee (if any) is charged on a quarterly basis in the interim. In this case the applicable variable fee rate shall be charged at the time of the next published NAV before fees. The amount of this fee of the AIF/unit class is disclosed in the annual report.

Art. 36.4 Specialist Consultant

For the ongoing expert advice the Specialist Consultant shall charge an annual fee in accordance with Art. 3. This fee is calculated on the basis of the gross fund assets less any debt obligations (net fund assets before fees). The variable costs are accrued on a pro rata basis at each NAV valuation date and charged to the fund assets on a quarterly basis. For longer than quarterly NAV valuation intervals, only the aliquot minimum fee (if any) is charged on a quarterly basis in the interim. In this case the applicable variable fee rate shall be charged at the time of the next published NAV before fees. This fee does not

cover the use of non-permanent advice for the benefit of the AIF, the AIFM or the delegated Portfolio manager (e.g. in the course of the separately listed "Ordinary expenses", the "Transaction costs" and the "Extraordinary expenses"). If no separate fee is shown in Art. 3. then the applicable fee is being paid in full from the portfolio management fees. In order to form its own opinion, the Specialist Consultant may call on an independent investment committee, respectively further experts, to reassess the target investments identified by the Specialist Consultant. The costs of such committee and experts shall be borne by the Specialist Consultant.

Art. 37 Fees independent of assets (fixed)

Art. 37.1 Ordinary expenses

All costs, fees and expenses incurred in connection with the AIF are invoiced to the AIF at cost and shall be charged to the fund assets, in particular:

- 1) Costs for the preparation, production, printing and mailing of the annual reports and other publications required by law, as well as their translations into other languages.
- 2) Costs for the publication of notices addressed to investors in the AIF's publication medium and any additional newspapers or electronic media designated by the AIFM, including price publications.
- 3) Costs for professional translations of relevant sales and marketing documents.
- 4) Fees and costs for permits, marketing licenses, etc. and the supervision of the AIF in Liechtenstein and abroad.
- 5) All taxes that are charged to the AIF on the basis of its assets, its income and its expenses.
- 6) Any taxes incurred in connection with the costs of the administration and the custody.
- 7) Fees associated with tax reporting (e.g. tax representative) and any reporting obligations.
- 8) Fees of the Depositary Bank or the AIFM in connection with the preparation and execution of distributions of earnings (to the extent that the fund or unit classes provide for distributions).
- 9) Fees incurred in connection with any listing of the AIF and with its distribution in Liechtenstein and abroad (e.g. consulting, legal, translation costs).
- 10) Fees, costs and charges in connection with the determination and publication of tax factors for the countries of the EU/EEA and/or all countries where distribution licenses exist and/or private placements are available, according to the effective expenses at market rates.
- 11) Costs incurred in connection with the fulfillment of the prerequisites and follow-up obligations of a distribution of the fund units in Liechtenstein and abroad (e.g. fees for paying agents, representatives and other agents with a comparable function, fees at fund platforms such as listing fees, setup fees, etc. as well as consulting, legal, translation costs).
- 12) Costs for preparation or amendment, translation, filing, printing and mailing of the Constituent Documents (Investment Terms and Conditions, KID, calculation SRRI, etc.) in the countries where the fund units are distributed.
- 13) Costs for printed materials and advertising incurred directly in connection with the offering and sale of fund units.

- 14) Administrative fees and reimbursement of costs of public authorities.
- 15) Fees of auditors and tax advisors, insofar as these expenses are incurred in the interest of the investors or on behalf of or at the instigation of the FMA.
- 16) Costs of any extraordinary dispositions that may become necessary in accordance with fund legislation (in particular AIFMG / AIFMV), e.g. for amendments to the Constituent Documents.
- 17) Costs of extraordinary dispositions in the investor's interest, e.g. for amendments to the Constituent Documents or the KID.
- 18) The costs of preparation and the publication of the tax bases and the certification that the tax information was determined in accordance with the rules of the respective foreign tax law.
- 19) Internal and external costs for recovering foreign withholding taxes, insofar as this is possible for the account of the AIF. Concerning the recovery of foreign withholding taxes, investors are advised that the AIFM is not obliged to recover them and will only do so if the amounts involved are significant and the costs of the procedure are proportionate to the amount that may be recovered. The AIFM will not recover withholding tax for investments that are the object of securities lending.
- 20) The costs of tax, legal, accounting, financial or market reviews and analysis (due diligence) by third parties (e.g. expert opinions), particularly for the purpose of conducting an in-depth assessment of whether a private equity/debt investment is suitable for the AIF. These costs may also be charged to the AIF if no investment is made as a result.
- 21) Costs in the context of the valuation of special investments (e.g. expert opinions).
- 22) Costs and fees for the inspection of external custody and storage facilities (e.g. for an inventory).
- 23) Costs and fees of external custody and storage facilities.
- 24) Expenses related to the exercise of voting rights or creditors' rights by the AIF, including fees for external advisors.
- 25) Costs for the credit rating of the fund assets or its target investments by nationally or internationally recognized rating agencies;
- 26) Costs related to the legal requirements for the AIF (e.g. reporting to authorities, key investor information, etc.).
- 27) Costs and fees incurred for other legal or supervisory requirements that the AIFM must meet in the course of implementing the investment strategy (such as reporting and other costs of compliance with the European Market Infrastructure Regulation "EMIR", EU Regulation 648/2012) or for applying the statutory anti-money-laundering provisions (particularly the SPG) and all related obligations and reports.
- 28) Remuneration of the AIFM for the management of the SICAV.
- 29) Statutory taxes relating to the assets of the founder shareholders up to the amount of the statutory minimum tax, provided that the founding assets do not generate a taxable profit.

- 30) All expenses incurred by any permanently mandated Specialist Consultant in connection with their consulting activities (such as travel expenses, representation expenses, expert opinions on projects, etc.). The cash expenses must be proven in detail by the Specialist Consultant and must comply with the principles of appropriateness and efficiency. These costs may be charged to the AIF even if an investment is subsequently not made. The cash expenses will be charged in addition to the fees "Specialist Consultant" (Art. 36.4).
- 31) The AIFM and the Depositary Bank are also entitled to the reimbursement of their own expenditures (e.g. reimbursement of expenses) and their own time (e.g. for their own work) spent in the exercise of their functions in connection with the points listed in this article.
- 32) If the AIF takes out a loan (cf. Art. 21), the AIFM shall be allowed to charge an annual fee of 0.03% of the amount of the loan for the handling and supervision of such applied leverage. This remuneration shall be charged at the times at which the interest on the loan falls due.

The respective amount of the expenses of the AIF or the unit classes shall be stated in the annual report.

Art. 37.2 Transaction costs

In addition, the AIF bears all additional costs arising from the management of the assets and for the purchase and sale of the investments (market-standard brokerage fees, commissions, levies, success fees and finder's fees) in direct connection with realized or planned investments.

The AIF shall also bear any external costs, i.e. third-party fees, incurred in the purchase and sale of the investments, as well as any taxes levied as part of the realization of a transaction. Where possible, these costs are offset directly against the cost or sale value of the investments concerned.

Art. 37.3 Any costs for currency hedging for unit classes

The costs, if any, of currency hedging of unit classes are allocated to the corresponding unit class.

Art. 37.4 Set-up costs

The costs of setting up the AIF (e.g. concession fees, preparation and printing of investor information and Constituent Documents in all necessary languages, remuneration to the Depositary Bank for setting up the depositary function) and the initial issue of fund units, unless they are settled by the AIFM itself or a third party, are capitalized and amortized against the fund assets on a straight-line basis over five years. The effective timing of the charging and simultaneous capitalization and subsequent accounting amortization of the set-up costs is in the sole discretion of the AIFM.

Art. 37.5 Liquidation fees

If the AIF is liquidated and the AIFM is the liquidator, the AIFM may charge liquidation fees up to a maximum of CHF 15'000,-¹⁸ to the fund assets.

In addition, all costs of the Depositary, the Auditor and third parties, such as authorities, are charged to the fund assets as liquidation fees.

¹⁸ Such absolute limit shall only apply if applicable laws and/or the Fund regulator's guidelines are requiring an upper limit.

Art. 37.6 Extraordinary expenses

In addition, the AIFM and the Depositary Bank may charge costs for extraordinary expenses to the fund assets.

Extraordinary expenses are expenses that serve exclusively for the purpose of safeguarding the investor's interest, arise in the course of regular business activities and were not foreseeable at the time the AIF was established. Extraordinary expenses are, in particular, legal and court costs in the interest of the AIF or the investors as well as the related expenses of the AIFM, the Depositary Bank, etc. In addition, all costs of any extraordinary dispositions that may become necessary (e.g. amendments to the Constituent Documents or the KID) are to be understood hereunder.

Art. 38 Fee dependent on investment performance (performance fee)

There is an entitlement to a performance-related additional remuneration ("**performance fee**"), which is retained for the benefit of the AIFM and/or the founder assets and may be used to pay any services the Specialist Consultant. The amount of the performance fee per unit class is set out in Art. 3. If the increase in the NAV at the end of the financial year before deduction of any performance fee exceeds the threshold price (= NAV at the end of the previous financial year before deduction of any performance fee plus the fixed pro rata hurdle rate pursuant to Art. 3), the performance fee is owed on the increase in value exceeding the threshold price. The respective performance fee is only applied to the increase in value that exceeds the corresponding hurdle rate.

The principle of the High-on-High-Mark is applied when calculating the performance fee. The currently valid High-on-High-Mark is the last NAV before performance fee of the valuation day for which a performance fee was last paid. The value of the High-on-High-Mark is applied across all financial years. This ensures that a new performance fee is only owed when the NAV reaches a new high, taking into account the annual hurdle rate.

A concrete example of how the performance-based remuneration is calculated is provided below.

Calculation example for the ANCHOR-CHF unit class for the performance fee (please note that the example – apart from the calculation mechanics - must not mirror the performance fees and hurdle rates applicable to all different unit classes):

Performance Fee: ¹⁹	15%
Performance fee model:	High-on-High model ²⁰
Hurdle rate:	8%
Marginal Rate:	The basis for calculating the marginal rate is the valid High-on-High mark plus the aliquot hurdle rate
Calculation of the Performance Fee:	With each NAV
Calculation status:	Preliminary, performance fee only considered accrued
Pay-out Performance Fee:	Based upon the annual financial reports for each financial year of the AIF

¹⁹ The performance fee is calculated and accrued on each valuation date on a pro rata basis for the current performance period. The amount of the performance fee is based on the difference between the threshold price and the NAV before the performance fee. A payment is made at the end of the financial year if the corresponding NAV before performance fee is above the High-on-High Mark. If this is not the case, the provisions recognized to date will be reversed.

²⁰ The High-on-High model, is a performance fee model whereby the performance fee may only be charged if the NAV exceeds the NAV at which the performance fee was last crystallised.

	Valuation date	NAV before performance fee	Year-to-date performance	High-on-High Mark	Realised gain per unit	Absolute hurdle rate	Threshold price	Performance fee	NAV after performance fee
Year 1	Month 1	100.00	0.00%	100.00	0.00	0.67%	100.67	0.00	100.00
	Month 2	100.75	0.75%	100.00	0.00	0.67%	101.33	0.00	100.75
	Month 3	101.50	1.50%	100.00	0.00	0.67%	102.00	0.00	101.50
	Month 4	102.25	2.25%	100.00	0.00	0.67%	102.67	0.00	102.25
	Month 12	113.00	13.00%	100.00	5.00	0.67%	108.00	0.75	112.25
In the first year 0.75 of performance fee will be levied.									
Year 2	Month 1	110.00	-2.65%	113.00	0.00	0.67%	113.75	0.00	110.00
	Month 2	111.00	-1.77%	113.00	0.00	0.67%	114.51	0.00	111.00
	Month 3	110.50	-2.21%	113.00	0.00	0.67%	115.26	0.00	110.50
	Month 4	110.75	-1.99%	113.00	0.00	0.67%	116.01	0.00	110.75
	Month 12	111.50	-1.33%	113.00	0.00	0.67%	122.04	0.00	111.50
No performance fee in the second year.									
Year 3	Month 1	111.00	-0.45%	113.00	0.00	0.67%	112.24	0.00	111.00
	Month 2	111.50	0.00%	113.00	0.00	0.67%	112.99	0.00	111.50
	Month 3	112.00	0.45%	113.00	0.00	0.67%	113.73	0.00	112.00
	Month 4	112.50	0.90%	113.00	0.00	0.67%	114.47	0.00	112.50
	Month 12	125.00	12.11%	113.00	4.58	0.67%	120.42	0.69	124.31
In the third year 0.69 of performance fee will be levied.									
Year 4	Month 1	121.00	-3.20%	125.00	0.00	0.67%	125.83	0.00	121.00
	Month 2	122.00	-2.40%	125.00	0.00	0.67%	126.67	0.00	122.00
	Month 3	123.00	-1.60%	125.00	0.00	0.67%	127.50	0.00	123.00
	Month 4	124.00	-0.80%	125.00	0.00	0.67%	128.33	0.00	124.00
	Month 12	132.50	6.00%	125.00	0.00	0.67%	135.00	0.00	132.50
No performance fee in the fourth year.									
Year 5	Month 1	130.00	-1.89%	125.00	0.00	0.67%	133.38	0.00	130.00
	Month 2	135.00	1.89%	125.00	0.73	0.67%	134.27	0.11	134.89
	Month 3	135.50	2.26%	125.00	0.35	0.67%	135.15	0.05	135.45
	Month 4	136.00	2.64%	125.00	0.00	0.67%	136.03	0.00	136.00
	Month 12	145.00	9.43%	125.00	1.90	0.67%	143.10	0.29	144.71
In the fifth year 0.29 of performance fee will be levied.									

In **year 1**, a performance fee was levied because the AIF exceeded the High-on-High Mark and exceeded the threshold price (108) at the end of the performance period. The High-on-High Mark in year 1 is the initial issue price (100). The performance fee 0.75 is calculated as follows: [NAV before performance fee less threshold price] x performance fee = (113-108) x 15% = 0.75.

No performance fee was levied **in year 2** because the AIF neither exceeded the High-on-High Mark nor the threshold price (122.04) at the end of the performance period. The High-on-High Mark is the NAV before performance fee from year 1 (113).

In **year 3**, a performance fee was levied as the AIF exceeded the High-on-High Mark and the threshold price at the end of the performance period. The High-on-High Mark is still the NAV before performance fee from year 1 (113) as no performance fee was levied in year 2. The performance fee 0.69 is calculated as follows: [NAV before performance fee less threshold price] x performance fee = (125-120.42) x 15% = 0.69.

No performance fee was levied **in year 4** because the AIF did not exceed the threshold price (135.00) at the end of the performance period although it exceeded the High-on-High Mark. The High-on-High Mark is the NAV before performance fee from year 3 (125.00).

In **year 5**, a performance fee was levied as the AIF exceeded the High-on-High Mark and the threshold price (143.10) at the end of the performance period. The High-on-High Mark is still the NAV before performance fee from year 3 (125) as no performance fee was levied in year 4. The performance fee 0.29 is calculated as follows: [NAV before performance fee less threshold price] x performance fee = (145-143.10) x 15% = 0.29.

Art. 39 Total Expense Ratio (TER)

The total ongoing fees before any performance-related fee (Total Expense Ratio before performance fee; "**TER**") is calculated in accordance with general principles laid down in the FMA Rules of Conduct and includes, with the exception of transaction costs, all costs and fees charged directly to the respective fund assets on an ongoing basis.

The TER of the respective subfund or unit class shall be disclosed in the AIF's publication medium and in the respective annual report of the AIF.

11 Costs borne by investors

Art. 40 Issue fee

If Art. 2 provides for an issue fee, such fee shall be charged by the AIFM on the NAV of the newly issued fund units for the benefit of the AIF, the AIFM, the Depositary Bank and/or distributors in Liechtenstein or abroad in order to cover the costs incurred in the placement of the fund units.

Art. 41 Redemption fee

If Art. 41 provides for a redemption fee, such fee shall be charged by the AIFM on the NAV of the redeemed fund units for the benefit of the AIF, the AIFM, the Depositary Bank and/or distributors in Liechtenstein or abroad.

Art. 42 Conversion fee

If Art. 2 provides for a conversion fee, such fee shall be charged by the AIFM on the NAV of the original AIF or the original unit class for the benefit of the AIF, the AIFM, the Depositary Bank and/or distributors in Liechtenstein or abroad for the conversion from one AIF to another or from one unit class to another unit class as requested by the investor.

In this context, special consideration is given to the ongoing management fees, the redemption conditions (in particular with regard to lock-up periods, notification deadlines and costs) of the two AIFs or unit classes involved, as in particular the deliberate exploitation of potential differences to the detriment of one AIF or one unit class must be avoided.

12 Structural measures

Art. 43 Permitted structural measures

All types of structural measures are permitted for this AIF.

Structural measures are:

- 1) the merger of the AIF or any of its subfunds with other AIFs, UCITS or their subfunds, in any form;
- 2) the demerger of the AIF or any of its subfunds, in any form.

Art. 44 Applicable provisions

Artt. 78 and 79 AIFMG and Artt. 42 and 43 AIFMV apply to mergers.

The provisions on mergers contained herein apply mutatis mutandis to demergers (Art. 80 AIFMG and Art. 44 AIFMV).

For conversions of the AIF into another permitted legal form pursuant to Art. 6 et seq. AIFMG, only the provisions regarding the amendment to the Constituent Documents apply (cf. Art. 55.2 Investment Terms and Conditions and Art. 12 Articles of Association).

The provisions of the UCITSG apply to structural measures between UCITS and AIF.

Art. 45 Approval of the FMA

Art. 45.1 Conditions

The merger of AIFs requires the prior approval of the FMA.

The FMA shall grant approval provided that:

- 1) the written consent of the depositaries involved has been obtained;
- 2) the Constituent Documents of the AIFs involved in the merger provide for the possibility of the merger;
- 3) the authorization of the AIFM of the acquiring AIF allows the management of the investment strategies of the AIF to be acquired;
- 4) the assets of the AIFs involved in the merger are valued, the exchange ratio is calculated and the assets and liabilities are taken over on the same day.

Any approval of investors to the merger is not required.

Art. 45.2 Documents to be submitted

The AIFM must submit the following documents to the FMA:

- a) a merger plan with details of:
 1. the AIFs involved;
 2. the expected impact of the planned merger on the investors of the involved AIFs;
 3. the criteria determined for the valuation of the assets and, if applicable, for the liabilities at the time of the calculation of the exchange ratio; and
 4. the planned merger date;

- b) the Constituent Documents of the acquiring AIF;
- c) an investor notice containing information on the merger and the redemption right of the investors.

Art. 45.3 Decision deadline

The FMA shall decide on the approval of the merger within one month after receipt of the complete documents. In justified cases, the deadline may be extended to six months.

Art. 46 General rules

Art. 46.1 Effective date of the merger

The merger shall take effect on the merger date. The transferring AIF ceases to exist when the merger takes effect.

Art. 46.2 Redemption or conversion of fund units

Until five working days before the planned merger date the investors have the option to either redeem their fund units without a redemption fee (if such exists) or to exchange their fund units for fund units in another AIF that is also managed by the AIFM and has a similar investment policy as the AIF to be merged. The respective redemption or conversion request must be received by the Depositary Bank of the AIF no later than within the aforementioned period.

The exchange ratio is calculated according to the ratio between the NAV of the funds involved as of the merger date. The investor receives the correspondingly calculated number of fund units in the new fund. It is also possible that investors receive up to 10% of the value of their fund units in cash.

Art. 46.3 Completion of the merger

The AIFM of the transferring AIF shall notify the FMA of the conclusion of the merger and submit the confirmation of the responsible auditor on the proper execution of the merger and on the exchange ratio at the merger date. The investors shall be informed accordingly about the completion of the merger.

Art. 46.4 Investor notices and obtaining investor approval

All investor notices in the course of the merger will be published in the AIF's publication medium.

Any investor approvals are generally obtained through the issuer central securities depository via the investor central securities depository.

Art. 46.5 Costs of the merger

For AIFs distributed exclusively to professional investors, legal, advisory or administrative costs associated with the preparation and implementation of the merger may be charged to the fund assets. In this case, the anticipated costs must be stated in the investor notice.

Art. 47 Private investors

If an AIF involved in the merger is also distributed to private investors, the following additional requirements must be met:

Art. 47.1 Investor Notice

The private investors shall be informed at least 30 days prior to the planned merger date by means of an investor notice containing information on the merger and the redemption right. The investor notice shall be brief and written in generally understandable language so that investors can form an informed opinion about the effects of the planned merger on their investment and exercise their rights.

There is no obligation to publish the merger plan. The AIFM shall transmit the merger plan free of charge upon request of an investor; such a transmission cannot be requested if the merger plan has been published in the AIF's publication medium.

Art. 47.2 Costs of the merger

Costs of the merger may not be charged to the AIF or the private investors unless the private investors in the AIF approve the costs by a qualified majority.

13 Dissolution (liquidation) of the AIF and its unit classes

Art. 48 General remarks

The provisions on the "**dissolution**" ("**liquidation**") of the AIF also apply to the dissolution of unit classes of the AIF.

The dissolution may relate exclusively to the fund assets or may be carried out together with the dissolution of the founder assets of the SICAV. If the dissolution relates only to the fund assets, the SICAV must be converted into another corporate form by means of an amendment to the Articles of Association. The dissolution of the fund assets shall be governed by the provisions contained in the Investment Terms and Conditions. The provisions contained in the Articles of Association shall apply to the dissolution of the SICAV.

Art. 49 Reasons for dissolution

In particular, the following cases may result in the dissolution of the AIF.

Art. 49.1 Decision of the AIFM

The AIFM is entitled to dissolve the assets under management of the AIF or an individual unit class at any time, in particular compulsorily in the cases provided for by law.

To the extent that the NAV of the AIF falls below the legal minimum or below a value required for economically efficient management, as well as in the event of a significant change in the political, economic or monetary environment or as part of a rationalization, the AIFM may decide to dissolve the AIF or an individual unit class.

Art. 49.2 General Assembly

The AIF cannot be liquidated by resolution of the general meeting of the SICAV. The SICAV may only be liquidated when all fund assets have been liquidated.

Art. 49.3 Investor

Investors or their heirs cannot demand the dissolution.

Art. 50 Dissolution and bankruptcy of other subfunds or the founder assets

The assets managed for the purpose of collective investment for the account of the investors (fund assets) shall not be included in the bankruptcy estate of other subfunds or the founder assets in the event of their dissolution and bankruptcy and shall not be dissolved together with other subfunds or the founder assets (founder shares). The fund assets shall constitute segregated assets for the benefit of its investors.

Art. 51 Dissolution and bankruptcy of the AIFM

In the event of the dissolution and bankruptcy of the AIFM, the fund assets shall constitute segregated assets for the benefit of the investors and shall therefore not be included in the bankruptcy estate of the AIFM. With the consent of the FMA, the fund assets shall be transferred to another AIFM or shall be dissolved by way of separate satisfaction for the benefit of the investors of the AIF.

The same applies if the management of the AIF by the AIFM is terminated.

Art. 52 Dissolution and bankruptcy of the Depository Bank

In the event of the dissolution and bankruptcy of the Depository Bank, the fund assets shall constitute segregated assets, with the exception of the cash deposits. With the approval of the FMA, the fund assets shall be transferred to another depository or shall be dissolved by way of separate satisfaction for the benefit of the investors of the AIF.

Art. 53 Termination of Appointment Agreement or Depository Agreement

In the event of termination of the Appointment Agreement between the AIF and the AIFM, the fund assets shall be transferred to another AIFM with the consent of the FMA or shall be dissolved by way of separate satisfaction for the benefit of the investors of the AIF.

In the event of termination of the Depository Agreement between the AIF and the Depository Bank, the fund assets shall be transferred to another depository with the approval of the FMA or shall be dissolved by way of separate satisfaction for the benefit of the investors of the AIF.

Art. 54 Liquidation proceedings

Art. 54.1 Applicable provisions

The liquidation of the AIF shall be carried out in accordance with the provisions of the PGR (Persons and Companies Act) as amended, taking into account relevant FMA guidelines.

Art. 54.2 Information to investors

The resolution on the dissolution of the AIF or a unit class shall be published in the AIF's publication medium at least 30 days before the dissolution takes effect. All other investor notices shall be published in the AIF's publication medium as well. The FMA shall be informed of the dissolution without undue delay after notification to the investors and shall be provided with a copy of the investor notice.

Art. 54.3 Liquidator

In the liquidation resolution, one or more natural persons or legal entities are appointed as liquidators, who are responsible for the liquidation procedure and the liquidation.

If not the AIFM but a third party is appointed as liquidator of the AIF, the function and the responsibility of the AIFM shall end with the registration of the third party as liquidator in the commercial register.

Art. 54.4 Unit trading

Unless the AIFM decides otherwise, the AIF will no longer issue or exchange fund units of the AIF as of the date of the beginning of the liquidation.

Art. 54.5 Liquidation of the fund assets

The liquidator shall liquidate the fund assets in the best interests of the investors and instruct the Depository Bank to distribute the net liquidation proceeds of the AIF or the unit class after deduction of liquidation costs to the investors on a pro rata basis.

Art. 54.6 Payouts in kind

In the liquidation proceedings, a payout in kind is permissible instead of a cash payment. In such a case, it is at the discretion of the appointed liquidator whether and to what extent payouts in kind are made to investors. However, the investor is not entitled to the transfer of specific asset positions.

A payout in kind shall be effected by direct delivery of assets and, if applicable, an additional payment of the difference between the value of the payout in kind and the value of the fund units. In this case, the investor receives a tender of fund assets corresponding to the value of the fund units held.

The delivery of assets takes place by means of custody transfer, physical transfer or another transfer, depending on the type of fund assets. By means of a custody account transfer, the payout in kind shall only be made to a bank domiciled in Liechtenstein or abroad that is subject to equivalent supervision and the EU Money Laundering Directive as amended or an equivalent regulation. The Depository Bank reserves the right to refuse delivery in kind if this requirement is not met.

The costs associated with a delivery in kind (transport, insurance, etc.) and any associated taxes and duties will be charged to the investor or offset against the investor's claims.

Art. 54.7 Dissolution of a unit class

If a unit class is liquidated without the AIF being dissolved, all fund units of this unit class will be redeemed at their then valid NAV and the price per fund unit will be paid out by the Depository Bank for the benefit of the former investors.

Art. 54.8 Liquidation costs

The costs of liquidating the fund assets shall be borne by the fund assets or the investors. The costs of liquidating the founder assets shall be borne by the founder shareholders.

14 Final provisions

Art. 55 Binding documents

Art. 55.1 Constituent Documents, Annual Report and KID

The legal relationships between the investors and the AIF and the acquisition of fund units are governed by the “**Constituent Documents**” and the latest “**annual report**”.

The Constituent Documents comprise the “**Investment Terms and Conditions**” (including the **Investor Information pursuant to Art. 105 AIFMG**) and the “**Articles of Association**”.

Only the information contained in the Constituent Documents and in the latest annual report is valid. With the acquisition of the fund units, this information is deemed to be approved by the investor.

In good time before the purchase of fund units, the “**Key Information Document**” (“**KID**”) shall be made available to the investor free of charge, insofar as a KID is produced.

Third parties are not permitted to provide information or make statements that deviate from the Constituent Documents and the Key Information Document (“KID”). Such divergent information or statements shall be ineffective and shall therefore neither entitle nor oblige the AIF nor the AIFM. Neither the AIF nor the AIFM shall be liable if and to the extent that such divergent information or statements are provided by third parties.

Art. 55.2 Significant changes to the Constituent Documents

The FMA must be notified in writing of a significant change to the Constituent Documents one month prior to the implementation of a planned change or immediately after the occurrence of an unplanned change. At the same time as the notification to the FMA, the investors shall be informed of the change by investor notice in the AIF’s publication medium.

Significant changes are provisions that could lead investors to revise their investment decision, in particular changes in the investment strategy, changes in fees, changes in valuation rules or changes in comparable regulations.

The AIFM must notify the FMA in writing of the change of the Auditor one month before it takes effect. The change of the Auditor must be published by the AIFM in the publication medium at the time it becomes effective. If the AIF is an open-ended AIF, the investors must be informed that they may request the redemption of their fund units in accordance with the redemption conditions contained in the Constituent Documents.

Art. 56 Binding language

The legally binding language for the AIF (in particular for all documents and publications of the AIF) is the English language. Any translations are for information purposes only and therefore any liability is excluded.

Art. 57 Publication medium

The “**publication medium**” of the AIF is the homepage of the LAFV Liechtensteinischer Anlagefondsverband (www.lafv.li). All notices to investors are published in the publication medium.

All publications become legally binding for all investors on the day of publication in the publication medium.

In particular, the following binding publications are made in the publication medium:

- the Constituent Documents and any amendment (especially any change of the investment strategy) as well as a any KID
- the last annual report
- the last NAV of the AIF or the last market price of the fund units
- (if available) the past performance of the AIF
- the information pursuant to Art. 106 (1) lit. b and (2) AIFMG

The Constituent Documents, the latest annual report and any KID may also be obtained free of charge from the AIFM or its homepage (www.onefunds.li), from the Depositary Bank and – if applicable – from any paying agents and sales agents in Liechtenstein or abroad.

Art. 58 Conflicts of interest

The AIF must be structured and organized in such a way that the risk of conflicts of interest prejudicial to the interests of the AIF or those of the investors is eliminated as far as possible and, if conflicts nevertheless arise, they are identified and dealt with appropriately. In particular, conflicts of interest between the AIFM, the AIF, the investors and, where applicable, prime brokers – in each case in relation to the AIFM and each other – shall be taken into account. In all other respects, the statutory provisions and the conflict of interest manual of the AIFM shall apply. The conflict of interest manual can be obtained free of charge upon request in the case of justified interests.

Art. 59 Payments by the AIFM to third parties or from third parties

The AIFM reserves the right to make payments from its own fee to third parties for the acquisition of investors, the provision of fund-related services or as a partnership commission, on condition that this does not result in additional costs for the AIF or the investors. The AIFM has no obligation to report in detail on effective payments that goes beyond the accounting standards applicable to the AIFM.

Payments that the AIFM receives from third parties in connection with the fund activities (e.g. retrocessions for investments made for the account of the AIF, etc.) are passed on to the AIF.

Art. 60 Tax regulations

Art. 60.1 Income Tax

All Liechtenstein AIFs are subject to unlimited tax liability in Liechtenstein and are subject to income tax. However, the income from the fund assets constitutes tax-exempt income; any income from the founder assets is subject to the regular tax rate.

Art. 60.2 Emissions and Turnover Taxes

The issue and redemption of fund units are not subject to the emissions tax.

The transfer of ownership of fund units against payment is subject to the turnover tax if a party or an intermediary is a domestic securities dealer.

Art. 60.3 Withholding Taxes

The AIF is not subject to withholding tax in the Principality of Liechtenstein, particularly not to coupon or advance capital gains tax.

Foreign income and capital gains generated by the AIF or any subfund of the AIF may be subject to the respective withholding tax deductions of the country of investment. Any double taxation treaties remain reserved.

Both income and capital gains, whether distributed or reinvested, may be partially or fully subject to a so-called paying agent tax (e.g. final withholding tax, Foreign Account Tax Compliance Act), depending on the person who directly or indirectly holds the fund units. The rules depend on the national tax law of the investor.

Art. 60.4 AEOI (OECD CRS)

With respect to the AIF, a Liechtenstein paying agent may be obliged to report the fund unit holders to the local tax authority in compliance with the Automatic Exchange of Information (AEOI) treaties or may be obliged to make the corresponding statutory reportings.

Art. 60.5 FATCA

The AIF is subject to the provisions of the Liechtenstein FATCA Agreement as well as the corresponding implementing provisions in the Liechtenstein FATCA Act.

Art. 60.6 Natural persons with tax domicile in Liechtenstein

Private investors domiciled in the Principality of Liechtenstein must declare their fund units as assets and these are subject to wealth tax. Any distributed or reinvested earnings of the AIF are exempt from income tax. Capital gains realized on the sale of the fund units are exempt from acquisition tax. Capital losses cannot be deducted from the taxable acquisition.

Art. 60.7 Persons with tax domicile outside Liechtenstein

For investors domiciled outside the Principality of Liechtenstein, the taxation and other tax consequences of purchasing, holding or selling fund units are governed by the tax laws of the respective country of domicile.

Art. 60.8 Disclaimer

The remarks on the taxation are based on the currently known legal situation and practice in Liechtenstein. Any changes to legislation, case law, decrees and the practice of the tax authorities in Liechtenstein and under foreign tax law are expressly reserved.

Investors are encouraged to consult their own professional advisor regarding the relevant tax consequences. Neither the AIF, the AIFM, the Depositary Bank nor their delegates accept any responsibility for the individual tax consequences to the investor of the purchase, holding or sale of fund units.

Art. 61 Fiscal year, accounting and annual report

The financial year of the AIF is defined in Art. 1.

The AIFM prepares and publishes an audited annual report for the AIF not later than six months after the end of each financial year.

Art. 62 Liability and Statute of Limitation

Art. 62.1 AIFM, Liquidator, Administrator

The AIFM, a liquidator or an administrator is liable to the investors for the damage resulting from the violation of Art. 32 to 46 AIFMG, unless they prove that they are not at fault. A delegation of tasks and a sub-delegation pursuant to Art. 46 AIFMG to third parties shall not affect the liability. Any limitation of this liability is excluded.

Claims for damages against the AIFM, a liquidator or an administrator become statute-barred five years after the occurrence of the damage, but no later than one year after the redemption of the fund unit or after becoming aware of the damage.

Art. 62.2 Depositary Bank

The Depositary Bank is liable pursuant to Art. 61 AIFMG. There is no exclusion of liability pursuant to Art. 61 (3) AIFMG.

Claims for damages against the Depositary Bank shall become statute-barred five years after the occurrence of the damage, but no later than one year after the redemption of the fund unit or after becoming aware of the damage.

Art. 62.3 Auditor

The Auditor is liable in accordance with the provisions of the PGR on auditors.

Art. 62.4 Distributor

The Distributor is liable pursuant to Art. 72 AIFMG.

Art. 62.5 Investor

The personal liability of investors is limited to the amount of the investment after full payment of the investment amount.

Art. 63 Applicable law

The AIF is governed by Liechtenstein law. To the extent that the Constituent Documents do not contain any provisions, the legal relationships between the investors and the AIF shall be governed in particular by the AIFMG (Act of 19 December 2012 on Alternative Investment Fund Managers) as amended and by the AIFMV (Ordinance of 22 March 2016 on Alternative Investment Fund Managers) as amended and, to the extent that no provisions are contained therein, by the provisions of the PGR on public limited companies.

Art. 64 Complaint procedure and place of jurisdiction

To ensure that all investors are treated equally, the AIFM has established an effective and transparent procedure for the appropriate and prompt handling of investor complaints. The AIFM shall ensure that all complaints and any action taken to resolve them are recorded. Investor complaints may be lodged with the AIFM free of charge. Information on the complaints procedure shall be made available to investors free of charge upon request.

In order to settle disputes between the investors, the AIFM, the Depositary Bank, Administrators and Distributors a conciliation procedure within the meaning of Art. 175 AIFMG shall be conducted. If no agreement can be reached between the parties, the ordinary legal procedure shall be followed.

The place of jurisdiction for all disputes arising from legal relationships with the AIF, the AIFM and the Depositary Bank is the Princely District Court in Vaduz. Legal action by an investor against the AIF, the AIFM or the Depositary Bank and legal action by the AIF, the AIFM or the Depositary Bank against an investor may also be taken at the locally and functionally competent court of law at the investor's place of domicile or registered office.

Art. 65 Enforceability of court judgments in the country of domicile of the AIF

Rulings of Liechtenstein courts of law may be enforced in the Principality of Liechtenstein.

Art. 66 Entry into force

The Investment Terms and Conditions come into force on May 08th, 2024.

The AIFM:

ONE Funds AG

Austrasse 14, FL-9495 Triesen

Depositary Bank:

Kaiser Partner Privatbank AG

Herrengasse 23, FL-9490 Vaduz

Articles of Association / Satzung

The Constituent Documents consist of the Articles of Association and the Investment Terms and Conditions. The legal provisions governing entries in the commercial register require that the Articles of Association be drawn up in German. Therefore, although an English translation of the Articles of Association may be provided, only the German version of the Articles of Association shall be legally valid, while the Investment Terms and Conditions are issued exclusively in English.

Englische language version	Deutsche Sprachfassung
<p>The Articles of Association are part of the Fund's Constituent Documents. The Investment Terms and Conditions of are not part of the Articles of Association.</p>	<p>Die Satzung ist Bestandteil der konstituierenden Dokumente des Fonds. Die Anlegebedingungen sind nicht Teil der Satzung.</p>
<p>1 General provisions</p>	<p>1 Allgemeine Bestimmungen</p>
<p>Art. 1 Company name of the SICAV</p>	<p>Art. 1 Firma der SICAV</p>
<p>The name of the Investment Company is "MERCATON SICAV" (the "SICAV") and has the legal form of a public limited company with variable capital (SICAV).</p>	<p>Die Firma der Investmentgesellschaft lautet „MERCATON SICAV“ (die „SICAV“) und hat die Rechtsform einer Aktiengesellschaft mit veränderlichem Kapital (SICAV).</p>
<p>Art. 2 Registered office of the SICAV</p>	<p>Art. 2 Sitz der SICAV</p>
<p>The registered office of the SICAV is Triesen, Principality of Liechtenstein.</p>	<p>Gesellschaftssitz ist Triesen, Fürstentum Liechtenstein.</p>

Art. 3 Purpose of the SICAV

The exclusive purpose of the SICAV is the investment and management of assets for the account and benefit of the investors in accordance with the Investment Terms and Conditions.

The SICAV may, subject to the limitations set forth in the AIFMG as well as in the Constituent Documents, take such other measures and actions as it deems appropriate to achieve its purpose.

Art. 4 Duration of the SICAV

The SICAV is established for an indefinite period.

Art. 5 Umbrella Fund

The SICAV may be a single fund or umbrella fund, which may then comprise one or more subfunds.

2 Share capital and shares

The share capital is divided into founder shares ("**founder assets**") and investor shares ("**fund units**"; "**fund assets**"). The founder assets are separate from the fund assets under management.

Art. 6 Founder shares

The share capital of the founder shares amounts to **CHF 50'000,-** and is divided into **50 founder shares**.

Art. 3 Zweck der SICAV

Ausschliesslicher Zweck der SICAV ist die Vermögensanlage und Verwaltung für Rechnung und Nutzen der Anleger gemäss den Anlagebedingungen.

Die SICAV kann unter Berücksichtigung der im AIFMG sowie in diesen konstituierenden Dokumenten festgelegten Beschränkungen alle anderen Massnahmen ergreifen und Handlungen vornehmen, die sie zur Erreichung ihres Gesellschaftszweckes für angemessen erachtet.

Art. 4 Dauer der SICAV

Die SICAV ist auf unbestimmte Dauer errichtet.

Art. 5 Umbrella-Fonds

Die SICAV kann ein Single-Fonds oder Umbrella-Fonds sein, der dann einen oder mehrere Teilfonds umfassen kann.

2 Aktienkapital und Aktien

Das Aktienkapital wird in Gründeraktien („**Gründervermögen**“) und Anlegeraktien („**Fondsanteile**“; „**Fondsvermögen**“) eingeteilt. Das Gründervermögen ist vom verwalteten Fondsvermögen getrennt.

Art. 6 Gründeraktien

Das Aktienkapital der Gründeraktien lautet auf **CHF 50'000,-** und in **50 Gründeraktien** unterteilt.

Founder shares are registered shares with a nominal value of **CHF 1'000.-** each, which are issued to the founders of the SICAV.

The founder shares confer the right to participate in the General Meeting of Shareholders and to exercise the voting rights at the General Meeting of Shareholders.

The General Meeting may resolve to convert bearer shares into registered shares or registered shares into bearer shares.

Provision may be made for the founder shares to be securitized in global certificates. The Board of Directors may issue share certificates for any number of founder shares instead of individual founder shares or waive the issue of share certificates.

Art. 7 Investor Shares

Investor shares (fund units) are bearer shares without nominal value issued to investors.

Investors participate in the assets and income of the assets under management of the SICAV by virtue of fund units in accordance with the provisions of the Investment Terms and Conditions.

The fund units are issued in the type of securitization and denomination determined by the AIF and specified in the Investment Terms and Conditions. There is no entitlement to delivery of a share certificate.

The investor shares do not confer any right to participate in the General Meeting of Shareholders, have no voting rights and, moreover, do not

Gründeraktien sind Namenaktien mit einem Nennwert von **CHF 1'000.- das Stück**, die an die Gründer der SICAV ausgegeben werden.

Die Gründeraktien begründen das Recht zur Teilnahme an der Generalversammlung und berechtigen zur Ausübung des Stimmrechts in der Generalversammlung.

Die Generalversammlung kann die Umwandlung von Inhaberaktien in Namenaktien oder von Namenaktien in Inhaberaktien beschliessen.

Es kann für die Gründeraktien die Verbriefung in Globalurkunden vorgesehen werden. Der Verwaltungsrat kann anstelle einzelner Gründeraktien Aktienzertifikate über eine beliebige Anzahl von Gründeraktien ausstellen oder auf die Ausgabe von Aktientiteln verzichten.

Art. 7 Anlegeraktien

Anlegeraktien (Fondsanteile) sind Inhaberaktien ohne Nennwert, die an Anleger ausgegeben werden.

Anleger partizipieren kraft Anlegeraktien (Fondsanteile) entsprechend den Bestimmungen der Anlagebedingungen am Vermögen und Ertrag des verwalteten Vermögens der SICAV.

Die Fondsanteile werden in der durch den AIF bestimmten und in den Anlagebedingungen genannten Art der Verbriefung und Stückelung ausgegeben. Ein Anspruch auf Auslieferung einer Aktienurkunde besteht nicht.

Die Anlegeraktien begründen kein Recht zur Teilnahme an der Generalversammlung, haben kein Stimmrecht und verkörpern

<p>embody any right to participate in the profits of the founder assets.</p> <p>The share capital may be increased by the gradual issue of new shares to existing investors or third parties and the share capital may be reduced by the gradual repayment of all or part of the share capital through the redemption of shares without the procedure prescribed by law for the increase or reduction of the share capital having to be observed. When new shares (fund units) are issued, existing investors have no pre-emptive rights.</p> <p>The assets under management may be divided into economically independent subfunds. For the assets under management or for individual subfunds, unit classes may exist which give rise to different rights and obligations within such subfunds.</p> <p>All fund units in an AIF or subfund have the same rights in principle, unless the AIFM decides to issue different unit classes within the AIF or a subfund. From the date of their issue, all fund units participate equally in returns, share price gains and liquidation proceeds of their respective unit class.</p>	<p>überdies kein Recht auf Beteiligung am Gewinn des Gründervermögens.</p> <p>Die Erhöhung des Aktienkapitals durch allmähliche Ausgabe neuer Aktien an bisherige Anleger oder Dritte und die Herabsetzung des Aktienkapitals durch allmähliche gänzliche oder teilweise Rückzahlung des Aktienkapitals durch Einlösung von Aktien kann erfolgen, ohne dass hierbei das für die Erhöhung oder Herabsetzung des Aktienkapitals gesetzlich vorgesehene Verfahren eingehalten werden muss. Bei der Ausgabe neuer Aktien (Fondsanteile) steht bestehenden Anlegern kein Bezugsrecht zu.</p> <p>Das verwaltete Vermögen kann in Teilfonds, das heisst in wirtschaftlich voneinander unabhängige Teilvermögen, aufgeteilt sein. Für das verwaltete Vermögen oder für einzelne Teilfonds können Anteilsklassen bestehen, die innerhalb eines solchen Teilvermögens unterschiedliche Rechte und Pflichten begründen.</p> <p>Alle Fondsanteile an einem AIF bzw. Teilfonds haben grundsätzlich die gleichen Rechte, es sei denn der AIFM beschliesst, innerhalb des AIF bzw. Teilfonds verschiedene Anteilsklassen auszugeben. Alle Fondsanteile sind vom Tage ihrer Ausgabe an in gleicher Weise an Erträgen, an Kursgewinnen und am Liquidationserlös ihrer jeweiligen Anteilsklasse beteiligt.</p>
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3 Organization of the SICAV

Art. 8 Governing bodies

The governing bodies of the SICAV are:

- 1) the General Meeting,
- 2) the Board of Directors and
- 3) the Auditor.

Art. 9 General Meeting

Art. 9.1 Rights of the General Meeting

The meeting of the founder shareholders of the SICAV constitutes the General Meeting, which is the supreme body of the corporation.

It shall have the following powers:

- 1) Election and dismissal of the members of the Board of Directors and the determination of their signatory rights;
- 2) Appointment of the Auditor;
- 3) Approval of the income statement, the balance sheet and the annual report;
- 4) Resolution on the appropriation of net income, in particular the determination of dividends;

3 Organisation der SICAV

Art. 8 Organe

Die Organe der SICAV sind:

- 1) die Generalversammlung,
- 2) der Verwaltungsrat und
- 3) der Wirtschaftsprüfer.

Art. 9 Generalversammlung

Art. 9.1 Rechte der Generalversammlung

Die Versammlung der Gründeraktionäre der SICAV bildet die Generalversammlung, die das oberste Organ der Gesellschaft darstellt.

Ihr stehen folgende Befugnisse zu:

- 1) Wahl und Abberufung der Mitglieder des Verwaltungsrates und die Festlegung ihrer Zeichnungsrechte
- 2) Bestellung des Wirtschaftsprüfers;
- 3) Abnahme der Erfolgsrechnung, der Bilanz und des Jahresberichts;
- 4) Beschlussfassung über die Verwendung des Reingewinns, insbesondere die Festsetzung der Dividenden;

<p>5) The discharge of the Board of Directors and, if applicable, the Executive Board;</p> <p>6) Resolutions on the adoption and amendments to the Articles of Association (if necessary, after prior approval by the FMA);</p> <p>7) Resolution on the dissolution and liquidation of the SICAV (if necessary after prior approval by the FMA), whereby this may only be resolved on the restrictive condition that there are no longer any fund assets;</p> <p>8) The passing of resolutions on matters reserved for the General Meeting of Shareholders by law or by the Articles of Association or that are submitted to it by the Board of Directors.</p>	<p>5) die Entlastung des Verwaltungsrates und gegebenenfalls der Geschäftsleitung;</p> <p>6) die Beschlussfassung über die Annahme und Änderung der Satzung (gegebenenfalls nach vorheriger Genehmigung durch die FMA);</p> <p>7) Beschlussfassung über die Auflösung und Liquidation der SICAV (gegebenenfalls nach vorheriger Genehmigung durch die FMA), wobei dies nur unter der einschränkenden Bedingung beschlossen werden darf, dass kein Fondsvermögen mehr vorhanden ist;</p> <p>8) die Beschlussfassung über die Gegenstände, die der Generalversammlung durch Gesetz oder die Satzung vorbehalten sind oder ihr vom Verwaltungsrat vorgelegt werden.</p>
<p>Art. 9.2 Ordinary General Meeting</p> <p>The right to participate in the Annual General Meeting depends on the type of shares held (cf. chapter 2).</p> <p>The ordinary General Meeting of Shareholders shall be convened within six months after the end of a financial year at the registered office of the SICAV or at any other place specified in the notice convening the meeting.</p> <p>If all the founder shares are assembled or represented and no objection is raised, they may also form a general meeting without observing the otherwise prescribed formal requirements for convening such meeting, and valid discussions and resolutions may be held therein on the</p>	<p>Art. 9.2 Ordentliche Generalversammlung</p> <p>Die Teilnahmeberechtigung an der Generalversammlung richtet sich nach der Art der gehaltenen Aktien (vgl. Kapitel 2).</p> <p>Die ordentliche Generalversammlung wird innerhalb von sechs Monaten nach Ablauf eines Geschäftsjahres am Gesellschaftssitz oder an jedem anderen, in der Einberufung festgelegten Ort einberufen.</p> <p>Wenn sämtliche Gründeraktien versammelt oder vertreten sind und kein Einspruch erhoben wird, können sie auch ohne Beachtung der sonst vorgeschriebenen Formvorschriften für die Einberufung eine Generalversammlung bilden, und es kann in derselben über die in</p>

<p>matters within their authority (Universal General Meeting).</p> <p>Art. 9.3 Extraordinary General Meetings</p> <p>Extraordinary General Meetings may be convened at any time in the manner prescribed by law.</p> <p>If all the founder shares are assembled or represented and no objection is raised, they may also form an Extraordinary General Meeting without observing the formal requirements otherwise prescribed for the convening such meeting, and valid discussions and resolutions may be passed at the same on the matters within their authority (Universal General Meeting).</p> <p>Art. 9.4 Convocation</p> <p>The General Meeting is convened by the Board of Directors in accordance with the law, internal guidelines and the Articles of Association.</p> <p>The invitation must be sent at least twenty days before the date of the General Meeting, stating the agenda, time and place.</p> <p>The Board of Directors shall convene a General Meeting if requested to do so by founder shareholders representing at least one tenth of the total shares with voting rights, stating the matters to be discussed.</p> <p>Art. 9.5 Organization</p> <p>The General Meeting is chaired by the Chairman of the Board of Directors. If he is unable to do so, a member of the Board of Directors</p>	<p>deren Befugnis liegenden Gegenstände gültig verhandelt und Beschluss gefasst werden (Universalversammlung).</p> <p>Art. 9.3 Ausserordentliche Generalversammlungen</p> <p>Ausserordentliche Generalversammlungen können jederzeit in der gesetzlich vorgeschriebenen Weise einberufen werden.</p> <p>Wenn sämtliche Gründeraktien versammelt oder vertreten sind und kein Einspruch erhoben wird, können sie auch ohne Beachtung der sonst vorgeschriebenen Formvorschriften für die Einberufung eine ausserordentliche Generalversammlung bilden, und es kann in derselben über die in deren Befugnis liegenden Gegenstände gültig verhandelt und Beschluss gefasst werden (Universalversammlung).</p> <p>Art. 9.4 Einberufung</p> <p>Die Generalversammlung wird durch den Verwaltungsrat gemäss Gesetz, internen Richtlinien und Satzung einberufen.</p> <p>Die Einladung hat mindestens zwanzig Tage vor dem Tag der Generalversammlung zu erfolgen, unter Bekanntgabe der Tagesordnung, von Zeit und Ort.</p> <p>Der Verwaltungsrat hat eine Generalversammlung einzuberufen, wenn dies von Gründeraktionären, die mindestens ein Zehntel der gesamten stimmberechtigten Aktien vertreten, unter Anführung der zu behandelnden Angelegenheiten verlangt wird.</p> <p>Art. 9.5 Organisation</p> <p>Den Vorsitz in der Generalversammlung führt der Präsident des Verwaltungsrates. Bei dessen Verhinderung führt ein vom</p>
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designated by the Board of Directors or a Chairman elected by the General Meeting of Shareholders shall preside.

The Chairman shall designate the keeper of the minutes and the vote counter. The keeper of the minutes shall sign the minutes of the meeting together with the chairman.

Art. 9.6 Adoption of resolutions and voting rights

Each founder share entitles the holder to one vote. Shareholders may represent their shares themselves or have them represented by a third party who need not be a shareholder. Investor shares do not confer voting rights.

The General Meeting carries out its elections and passes its resolutions by an absolute majority of the share votes represented.

In the event of a tie, the motion in question is deemed approved.

Elections and votes shall be held openly, unless the Chairman or one of the founder shareholders requests that they be held by secret ballot.

Art. 10 Board of Directors

Art. 10.1 Organization

The Board of Directors consists of at least one member.

The members are natural persons or legal entities.

Normally, the Board of Directors is elected at the ordinary General Meeting. The term of office of the members of the Board of Directors

Verwaltungsrat bestimmtes Verwaltungsratsmitglied den Vorsitz oder ein durch die Generalversammlung gewählter Präsident.

Der Vorsitzende bezeichnet den Protokollführer und Stimmzähler. Der Protokollführer hat gemeinsam mit dem Vorsitzenden die Verhandlungsprotokolle zu unterzeichnen.

Art. 9.6 Beschlussfassung und Stimmrecht

Jede Gründeraktie berechtigt zu einer Stimme. Die Aktionäre können ihre Aktien selbst vertreten oder durch einen Dritten, der nicht Aktionär zu sein braucht, vertreten lassen. Anlegeraktien verleihen kein Stimmrecht.

Die Generalversammlung vollzieht ihre Wahlen und fasst ihre Beschlüsse mit absoluter Mehrheit der vertretenen Aktienstimmen.

Bei Stimmgleichheit gilt der betreffende Antrag als angenommen.

Die Wahlen und Abstimmungen finden offen statt, sofern nicht der Vorsitzende oder einer der Gründeraktionäre verlangt, dass sie geheim erfolgen.

Art. 10 Verwaltungsrat

Art. 10.1 Zusammensetzung

Der Verwaltungsrat besteht aus mindestens einem Mitglied.

Bei den Mitgliedern handelt es sich um natürliche oder juristische Personen.

Der Verwaltungsrat wird in der Regel in der ordentlichen Generalversammlung gewählt. Die Amtsdauer der Mitglieder des

lasts until a new election has been held by the General Meeting. This is subject to prior resignation or dismissal.

The members of the Board of Directors may be re-elected at any time.

Art. 10.2 Self-constitution

The Board of Directors constitutes itself. It elects the Chairman and the Vice Chairman (Deputy) from among its members.

Art. 10.3 Tasks

The Board of Directors is responsible for the ultimate direction of the SICAV as well as the supervision and control of the Management.

It represents the SICAV externally and handles all matters that are not assigned to another body of the SICAV or to third parties by law, by the Articles of Association, by special regulations or by a separate contract.

Art. 10.4 Appointment of the Management

The Board of Directors is authorized to appoint an AIFM licensed in Liechtenstein for the Management of the SICAV under its own responsibility in accordance with the legal regulations by means of a separate contract. The same shall also apply to an AIFM licensed in another EEA member state that is permitted to provide the same services through a domestic branch or cross-border within the scope of the freedom of services.

Verwaltungsrates dauert so lange, bis die Generalversammlung eine Neuwahl vorgenommen hat. Vorbehalten bleiben vorheriger Rücktritt oder Abberufung.

Die Mitglieder des Verwaltungsrates sind jederzeit wieder wählbar.

Art. 10.2 Selbstkonstitution

Der Verwaltungsrat konstituiert sich selbst. Er wählt aus seiner Mitte den Präsidenten und den Vizepräsidenten (Stellvertreter).

Art. 10.3 Aufgaben

Dem Verwaltungsrat obliegt die oberste Leitung der SICAV sowie die Überwachung und Kontrolle der Geschäftsführung.

Er vertritt die SICAV nach aussen und besorgt alle Angelegenheiten, die nicht nach Gesetz, Satzung, einem besonderen Reglement oder einem separaten Vertrag einem anderen Organ der SICAV oder Dritten übertragen sind.

Art. 10.4 Bestimmung der Geschäftsführung

Der Verwaltungsrat ist ermächtigt, unter eigener Verantwortung gemäss den gesetzlichen Regelungen mit separatem Vertrag einen in Liechtenstein zugelassenen AIFM für die Geschäftsführung zu bestimmen. Das Gleiche gilt auch für einen in einem anderen EWR-Mitgliedstaat zugelassenen AIFM, der über eine inländische Zweigniederlassung oder im Rahmen des grenzüberschreitenden Dienstleistungsverkehrs entsprechende Tätigkeiten erbringen darf.

In any case, only the AIFM is authorized to decide to amend the Investment Terms and Conditions (if necessary after prior approval by the FMA).

Art. 10.5 Meetings and Resolutions

The Board of Directors shall meet as often as business requires, but at least once a year, at the invitation of the Chairman or, in his absence, of another member. Any member may request the Chairman to convene an extraordinary meeting without delay, giving reasons.

The Board of Directors constitutes a quorum when the majority of its members are present.

Resolutions are passed by a simple majority of the votes cast. Resolutions may also be passed by circular unless a member requests oral deliberation. Circular resolutions require unanimity and must be recorded in the minutes of the next meeting.

The President shall vote and shall cast the deciding vote in the event of a tie.

Minutes shall be kept of the meetings and resolutions of the Board of Directors. The minutes shall be signed by the Chairman and the keeper of the minutes.

Art. 10.6 Signatory rights

The signatory rights of the members of the Board of Directors shall be determined by the General Meeting. Unless otherwise stipulated, the members of the Board of Directors shall sign collectively in twos in the

In jedem Fall ist nur der AIFM befugt, eine Änderung der Anlagebedingungen (gegebenenfalls nach vorheriger Genehmigung durch die FMA) zu beschliessen.

Art. 10.5 Versammlung und Beschlussfassung

Der Verwaltungsrat versammelt sich, sooft es die Geschäfte erfordern, mindestens jedoch einmal jährlich, auf Einladung des Präsidenten oder bei dessen Verhinderung eines anderen Mitglieds. Jedes Mitglied kann unter Angabe von Gründen vom Präsidenten die unverzügliche Einberufung einer ausserordentlichen Sitzung verlangen.

Der Verwaltungsrat ist beschlussfähig, wenn die Mehrheit seiner Mitglieder anwesend ist.

Die Beschlüsse werden mit einfacher Mehrheit der abgegebenen Stimmen gefasst. Beschlüsse können auch auf dem Zirkularweg gefasst werden, sofern nicht ein Mitglied die mündliche Beratung verlangt. Zirkularbeschlüsse bedürfen der Einstimmigkeit und sind im Protokoll der nächsten Sitzung festzuhalten.

Der Präsident stimmt mit und gibt bei Stimmgleichheit den Ausschlag.

Über die Verhandlungen und Beschlüsse des Verwaltungsrates ist ein Protokoll zu führen. Das Protokoll ist vom Vorsitzenden und vom Protokollführer zu unterzeichnen.

Art. 10.6 Zeichnungsberechtigung

Das Zeichnungsrecht der Mitglieder des Verwaltungsrates wird durch die Generalversammlung festgelegt. Sofern nichts anderes festgelegt ist, zeichnen die Verwaltungsräte bei mehr als einem Mitglied des

case of more than one member of the Board of Directors. Other signatory rights shall be regulated by the Board of Directors.

Art. 11 Auditor

The audit of the annual reports of the SICAV shall be entrusted to an auditor licensed in the Principality of Liechtenstein and appointed by the General Meeting. The Auditor is appointed for a period of one year, may be re-elected and may be dismissed at any time by the General Meeting.

4 Amendment of the Articles of Association and liquidation of the SICAV

Art. 12 Amendment of the Articles of Association

The Articles of Association may be amended at any time by resolution of the General Meeting.

The FMA must be notified in writing of a material change to the Constituent Documents one month prior to the implementation of a planned change or immediately after the occurrence of an unplanned change. At the same time as the notification to the FMA, the investors shall be informed of the planned change by notice in the AIF's publication medium. If the FMA approves the requested change within a shorter period of time or does not object within the one-month period, the change may be implemented.

Verwaltungsrates kollektiv zu zweien. Andere Zeichnungsberechtigungen regelt der Verwaltungsrat.

Art. 11 Wirtschaftsprüfer

Die Kontrolle der Jahresberichte der SICAV ist einem Wirtschaftsprüfer zu übertragen, der im Fürstentum Liechtenstein zugelassen ist und von der Generalversammlung ernannt wird. Der Wirtschaftsprüfer ist für eine Dauer von einem Jahr ernannt, kann wiedergewählt und jederzeit von der Generalversammlung abberufen werden.

4 Satzungsänderung und Auflösung der SICAV

Art. 12 Satzungsänderung

Durch Beschluss der Generalversammlung kann die Satzung jederzeit geändert werden.

Eine wesentliche Änderung der konstituierenden Dokumente ist der FMA einen Monat vor Durchführung einer geplanten Änderung oder unverzüglich nach Eintreten einer ungeplanten Änderung schriftlich mitzuteilen. Gleichzeitig mit der Mitteilung an die FMA werden die Anleger über die geplante Änderung per Mitteilung im Publikationsorgan des AIF informiert. Stimmt die FMA auf Antrag der Änderung binnen kürzerer Frist zu oder widerspricht sie nicht innerhalb der einmonatigen Frist, darf die Änderung durchgeführt werden.

Art. 13 Liquidation

The liquidation may relate exclusively to the fund assets or may be carried out together with the liquidation of the founder assets of the SICAV. If the liquidation relates only to the fund assets, the SICAV must be converted into another corporate form by means of an amendment to the Articles of Association. The liquidation of the fund assets shall be governed by the provisions contained in the Investment Terms and Conditions.

The liquidation of the founder assets is carried out in accordance with the provisions of the PGR (Persons and Companies Act) as amended, taking into account relevant guidelines issued by the FMA.

The SICAV may only be liquidated once all fund assets have been liquidated.

Art. 14 Liquidation costs

The costs of liquidating the fund assets shall be borne by the fund assets or the investors. The costs of liquidating the founder assets shall be borne by the founder assets or the founder shareholders.

5 Final provisions

Art. 15 Notifications to the founder shareholders and to third parties

Art. 13 Auflösung

Die Auflösung kann sich ausschliesslich auf das Fondsvermögen beziehen, oder kann zusammen mit der Auflösung des Gründervermögens der SICAV erfolgen. Bezieht sich die Auflösung nur auf das Fondsvermögen ist die SICAV zwingend mittels Änderung der Satzung in eine andere Gesellschaftsform umzuwandeln. Für die Auflösung des Fondsvermögens gelten die in den Anlagebedingungen enthaltenen Bestimmungen.

Die Liquidation des Gründervermögens erfolgt gemäss den Bestimmungen des PGR (Personen- und Gesellschaftsrecht) i.d.g.F. unter Berücksichtigung einschlägiger Wegleitungen der FMA.

Die SICAV kann erst dann liquidiert werden, wenn sämtliches Fondsvermögen liquidiert wurde.

Art. 14 Kosten der Auflösung

Die Kosten der Auflösung des Fondsvermögens gehen zu Lasten des Fondsvermögens bzw. der Anleger. Die Kosten der Auflösung des Gründervermögens gehen zu Lasten des Gründervermögens bzw. der Gründeraktionäre.

5 Schlussbestimmungen

Art. 15 Mitteilungen an die Gründeraktionäre und Dritte

Notifications concerning the founder shareholders shall be made in text form (e.g. by email, fax or letter) to the founder shareholders listed in the share register.

Publications to third parties (in particular to the investors) are made on the homepage of the LAFV Liechtensteinischer Anlagefondsverband (www.lafv.li).

Art. 16 Fiscal year and accounting

The financial year of the SICAV begins April 1st and ends March 31st. The balance sheet date is March 31st. The first financial year ends on March 31st, 2025.

The annual reports of the SICAV shall be prepared in accordance with the principles of proper accounting in compliance with the provisions of the PGR and the supplementary provisions of the AIFMG and the AIFMV. They shall be submitted to the Auditor for audit and to the General Meeting for approval.

Art. 17 Binding language

In order to ensure that they can be registered in the commercial register, only the German version of the articles of association is valid. Other language versions (including the English language version) are for information purposes only.

Mitteilungen betreffend die Gründeraktionäre erfolgen in Textform (z.B. per e-mail, Fax oder Brief) an die im Aktienbuch verzeichneten Gründeraktionäre.

Publikationen an Dritte (insbesondere an die Anleger) erfolgen auf der Homepage des LAFV Liechtensteinischer Anlagefondsverband (www.lafv.li).

Art. 16 Geschäftsjahr und Rechnungslegung

Das Geschäftsjahr der SICAV beginnt am 1. April und endet am 31. März. Bilanzstichtag ist der 31. März. Das erste Geschäftsjahr endet am 31. März 2025.

Die Jahresrechnung der SICAV ist nach den Grundsätzen ordnungsgemässer Rechnungslegung in Übereinstimmung mit den Vorschriften des Personen- und Gesellschaftsrechts sowie den ergänzenden Bestimmungen des AIFMG und der AIFMV zu erstellen. Sie ist dem Wirtschaftsprüfer zur Prüfung und der Generalversammlung zur Genehmigung vorzulegen.

Art. 17 Massgebende Sprache

Um die Eintragungsfähigkeit in das Handelsregister zu gewährleisten, ist die Satzung ausschliesslich in der deutschen Fassung gültig. Andere Sprachfassungen (einschliesslich der englischen Sprachfassung) dienen lediglich Informationszwecken.

Art. 18 Applicable law

The SICAV is subject to Liechtenstein law, in particular the PGR (Persons and Companies Act).

Art. 19 Jurisdiction

The Princely District Court in Vaduz has jurisdiction over all disputes arising from or in connection with the corporate relationship.

Art. 20 Formation costs

The foundation costs amount to approximately EUR 10'000,-.

Art. 21 Entry into force

The Articles of Association shall enter into force upon entry in the Commercial Register.

Vaduz, May 2nd, 2024 (date of notarization)

Art. 18 Anwendbares Recht

Die SICAV untersteht liechtensteinischem Recht, insbesondere dem PGR (Personen- und Gesellschaftsrecht).

Art. 19 Gerichtsstand

Zuständig für sämtliche Streitigkeiten aus oder in Zusammenhang mit dem Gesellschaftsverhältnis ist das Fürstliche Landgericht in Vaduz.

Art. 20 Gründungskosten

Die Gründungskosten belaufen sie auf etwa EUR 10'000,-.

Art. 21 Inkrafttreten

Die Satzung tritt mit Eintragung im Handelsregister in Kraft.

Vaduz, den 02. Mai 2024 (Datum der Beurkundung)