



PICTET ALT

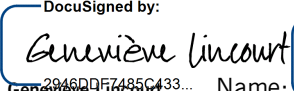
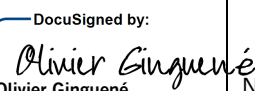
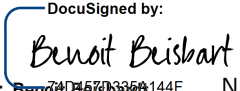

Issuing Document

March 2021

Société anonyme
Société d'investissement à capital variable – fonds d'investissement alternatif réservé
(SICAV-RAIF)

PICTET ALT qualifies as a reserved alternative investment fund subject to the Law and is not subject to the supervision of the Luxembourg *Commission de Surveillance du Secteur Financier* or any other Luxembourg supervisory authority. **PICTET ALT** is managed by an external alternative investment fund manager (the "**Manager**") duly authorised and supervised by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**").

Confidential Issuing Document (Version 5)

Approved by the Board		Acknowledged by the Manager	
<p>DocuSigned by: </p>	<p>DocuSigned by: </p>	<p>DocuSigned by: </p>	<p>DocuSigned by: </p>
Name: Geneviève Lincourt	Name: Olivier Ginguéné	Name: Benoît Beisbart	Name: Suzanne Berg
Title: Director	Title: Director	Title: Conducting Officer	Title: CEO
Date: 10 March 2021	Date: 10 March 2021	Date: 10 March 2021	Date: 10 March 2021



This Issuing Document includes a general part ("**Part I**") which contains provisions applicable to the Fund generally and a second Part ("**Part II**") including Annex(es) which contain specific provisions relating to the following Compartment(s):

Annex 1: Pictet Alt – Distressed & Special Situations.

If there is any conflict or discrepancy between the provisions of the Part I and an Annex, the provisions of the relevant Annex will prevail with respect to the relevant Compartment. For the avoidance of doubt, if the Part I contains more detail than an Annex or if any Annex contains more detail than Part I (on any subject matter), this should not be considered as a conflict or discrepancy.

The Manager reserves the right to issue one or several separate issuing documents dedicated to a Compartment or a group of Compartments.



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PART I: PROVISIONS APPLICABLE TO THE FUND GENERALLY

IMPORTANT INFORMATION

This Issuing Document comprises information relating to the Fund, which is governed by the Law of 23 July 2016 relating to reserved alternative investment funds (the "**Law**"). Statements made in the Issuing Document are based on the law and practice currently in force in Luxembourg and are subject to changes therein. The most recent annual report of the Fund is available, once published, at the registered office of the Fund and will be sent to Investors upon request. Such report shall be deemed to form part of the Issuing Document.

No person has been authorised to give any information or to make any representations in connection with the offering of shares of the Fund (the "**Shares**") issued with respect to the Compartments covered by Part II of this Issuing Document other than those contained in this Issuing Document and the report referred to above, and, if given or made, such information or representations must not be relied on as having been authorised by the Fund. The delivery of this Issuing Document (whether or not accompanied by any report) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Fund have not changed since the date hereof.

The distribution of this Issuing Document and the offering of Shares in certain other jurisdictions may be restricted. Persons into whose possession this Issuing Document comes are required by the Fund to inform themselves about and to observe any such restrictions. This Issuing Document does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer, or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Further conditions may also be required for investing in the Fund under the laws of other jurisdictions which may be applicable to the relevant prospective investors.

None of the Shares have been or will be registered under the United States Securities Act of 1933, as amended (the "**1933 Act**") or registered or qualified under applicable state statutes and (except in a transaction which is exempt from registration under the 1933 Act and such applicable state statutes) none of the Shares may be offered or sold, directly or indirectly, in the United States of America or in any of its territories or possessions (the "**United States**"), or to any US Person (as defined in the 1933 Act) regardless of location. The Fund, may at its discretion, sell Shares to US Persons on a limited basis and subject to the condition that such purchasers make certain representations to the Fund which are intended to satisfy the requirements imposed by US law on the Fund, which limit the number of its Shareholders who are US Persons, and which ensure that the Fund is not engaged in a public offering of its Shares in the United States. In addition, the Fund has not been and will not be registered under the United States Investment Company Act of 1940, as amended (the "**1940 Act**") and Investors will not be entitled to the benefit of the 1940 Act. Based on interpretations of the 1940 Act by the staff of the United States Securities and Exchange Commission relating to foreign investment entities, if the Fund has more than 100 beneficial owners of its Shares who are US Persons, it may become subject to the 1940 Act.

The Fund will not knowingly offer or sell Shares to any Investor to whom such offer or sale would be unlawful or might result in the Fund incurring any liability to taxation or suffering any other pecuniary disadvantages which the Fund might not otherwise incur or suffer or would result in the Fund being required to register under the 1940 Act. Shares may not be held by any person in breach of the law or requirements of any country or governmental authority including, without limitation, exchange control regulations. Each Investor must represent and warrant to the Fund that, amongst other things, he/she/it is able to acquire Shares without violating applicable laws. Power is reserved in the articles of incorporation of the Fund (the "**Articles**"), to redeem any Shares held directly or beneficially in contravention of these prohibitions.

However, the Fund may decide to accept applications for Shares from a limited number of accredited investors (as



defined in the 1933 Act) in the United States provided that the Fund receives evidence satisfactory to it that the sale of Shares to such an investor is exempt from registration under the securities laws of the United States including, but not limited to, the 1933 Act and that, in all events there will be no adverse tax consequences to the Fund or to Shareholders as a result of such a sale.

Each Investor must be aware that subscription for or acquisition of one or more Shares implies its complete and automatic adherence (i) to the content of the Issuing Document and (ii) to the fact that any amendment conveyed to the Issuing Document following an acceptable and validly implemented procedure described in Section 12.3 "Procedures for amending the Issuing Document" of the Part I of this Issuing Document shall bind and be deemed approved by all Investors.

Any information which the Manager is under a mandatory obligation (i) to make available to Investors before investing in the Fund, including any material change thereof and updates of this Issuing Document essential elements, or (ii) to disclose (periodically or on a regular basis) to Investors (each such information under (i) or (ii) being hereafter referred to as a "**Mandatory Information**") shall be validly made available or disclosed to Investors via and/or at any of the following information means (the "**Information Means**"): (i) the Fund's sales documents, offering or marketing documentation, (ii) subscription, redemption, switch or transfer form, (iii) contract note, statement or confirmation in any other form, (iv) letter, telecopy, email or any type of notice or message (including verbal notice or message), (v) publication in the (electronic or printed) press, (vi) the Fund's periodic report, (vii) the Fund's, Manager's or any third party's registered office, (viii) a third-party, (ix) internet/a website (as the case may be subject to password or other limitations) and (x) any other means or medium to be freely determined from time to time by the Manager to the extent that such means or medium comply and remain consistent with the Articles and applicable laws and regulations.

Investors are reminded that certain Information Means (each hereinafter an "**Electronic Information Means**") require an access to internet and/or to an electronic messaging system and that, by the sole fact of investing or soliciting an investment in the Fund, Investors acknowledge the possible use of Electronic Information Means and confirm having access to internet and to an electronic messaging system allowing them to access any Mandatory Information made available or disclosed via an Electronic Information Means.

In principle, this Issuing Document mentions the specific relevant Information Means via and/or at which an Investor may access any Mandatory Information that is not available or disclosed in this Issuing Document. If this were not the case, Investors acknowledge that the relevant Information Means is available or disclosed at the registered office of the Fund. No Investor will be allowed to invoke or claim the unavailability or non-disclosure of any Mandatory Information if this Mandatory Information was contained in this Issuing Document or was available or disclosed via and/or at the relevant Information Means available or disclosed at the registered office of the Fund.

This Issuing Document may be translated into other languages. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in any translation, the English text shall prevail to the extent permitted by the applicable laws or regulations, and all disputes as to the terms thereof shall be governed by and construed in accordance with the laws of Luxembourg.

Your attention is drawn to the Section 4 "RISK DISCLOSURE" described in this Part I of this Issuing Document. Specific risk factors applying to each Compartment are disclosed in each relevant Annex. The Fund's investments are subject to market fluctuations and the risks inherent in all investments and there can be no assurances that appreciation will occur. There can be no guarantee that the objective of the Fund will be achieved.

Potential subscribers and purchasers of Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence or domicile and which might be relevant to the subscription, purchase, holding and disposal of Shares.



If you are in any doubt about the contents of the Issuing Document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.



DIRECTORY

Registered Office	15, Avenue J. F. Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
Board of Directors	Chairman Olivier Ginguéné , Chairman – Chief Investment Officer, Pictet Asset Management S.A., Geneva Directors Tracey McDermott – Independent Director, Gemini Governance & Advisory Solutions S.à.r.l, Luxembourg John Sample – Chief Risk Officer, Pictet Asset Management Limited, London Jérôme Wigny – Partner, Elvinger Hoss Prussen, société anonyme, Luxembourg Geneviève Lincourt – Head of Product Management & Development, Pictet Asset Management S.A., Geneva
Manager	Pictet Asset Management (Europe) S.A. 15, avenue J.F. Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
Depositary	BNP Paribas Securities Services, Luxembourg Branch 60, avenue J.F. Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
Administrative Agent	BNP Paribas Securities Services, Luxembourg Branch 60, avenue J.F. Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
Transfer, Registrar and Paying Agent	FundPartner Solutions (Europe) S.A. 15, avenue J.F. Kennedy L-1855 Luxembourg



Grand Duchy of Luxembourg

Approved Statutory Auditor

Deloitte Audit S.à r.l.
20, Boulevard de Kockelscheuer
L-1821 Luxembourg
Grand Duchy of Luxembourg

Legal Advisers to the Fund

Elvinger Hoss Prussen
Société anonyme
2, Place Winston Churchill
L-1340 Luxembourg
Grand Duchy of Luxembourg

Additional information in relation to a Compartment may be contained in the relevant Annex of this Issuing Document.



DEFINITIONS

The following definitions apply throughout this Issuing Document unless the context otherwise requires:

"Administrative Agent"	means BNP Paribas Securities Services, Luxembourg Branch acting in its capacity as administrative agent of the Fund or any succeeding entity, successively appointed in such capacity.
"AIFM Directive"	means the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers, as amended from time to time.
"AIFM Law"	means the law of 12 July 2013 on alternative investment fund managers, as may be amended from time to time.
"AIFM Regulation"	means the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision.
"AIFM Rules"	means the corpus of rules formed by the AIFM Directive, the AIFM Regulation and any binding guidelines or other delegated acts and regulations issued from time to time by the EU relevant authorities pursuant to the AIFM Directive and/or the AIFM Regulation, as well as by any national laws and regulations (such as the AIFM Law) which are taken in relation to (or transposing either of) the foregoing.
"Annex"	means a part of this Issuing Document containing specific information relating to a specific Compartment.
"Articles"	means the articles of association of the Fund as amended from time to time.
"Approved Statutory Auditor"	means Deloitte Audit S.à r.l. or any succeeding entity successively appointed in such capacity.
"Board"	means the board of directors of the Fund.
"Business Day"	means a full week day on which banks are normally open for business in Luxembourg, unless otherwise stated in the Annex.
"Class"	means a class of Shares within the Fund and, where the context so requires, a Sub-Class.
"Commitment Period"	means the period during which a Compartment or any other entities duly appointed to act on their behalf may call for Commitments payment.
"Commitments"	means undertakings by Investors to subscribe for Shares for a certain amount of monies in a particular Compartment as disclosed in the relevant Subscription Form (each, a " Commitment ").



"Company Law"	means the law of 10 August 1915 relating to commercial companies, as amended from time to time.
"Compartment"	means a specific portfolio of assets and liabilities within the Fund having its own Net Asset Value and represented by one or more Classes.
"CRS Law"	has the meaning set out under Section 11.4 "Automatic Exchange of Information".
"CSSF"	means the Luxembourg <i>Commission de Surveillance du Secteur Financier</i> .
"Defaulting Investor"	means an Investor having failed to honour its Commitment through the full payment of the subscription price within the timeframe decided by the Manager.
"Depositary"	means BNP Paribas Securities Services, Luxembourg Branch, acting in its capacity as depositary of the Fund or any succeeding entity, successively appointed in such capacity.
"Distributor"	means the Manager in its capacity as Distributor of the Fund belonging to the Pictet Group and each entity appointed by the Manager as its delegate with respect to this function.
"Drawdown"	means a request by the Fund for the payment of a certain amount under a Commitment with respect to a Compartment.
"Drawdown Notice"	means each written notice sent to relevant Investors by the Fund which provides such Investors with prior notice of the payment date with respect to a Drawdown.
"Eligible Investor"	a Well-Informed Investor that meets other eligible criteria, if any, set forth in the relevant Annex and which is not a Prohibited Person.
"ESG"	Environmental, social and governance ("ESG") factors. Environmental factors may include but are not limited to air and water pollution, waste generation, greenhouse gas emissions, climate change, biodiversity and ecosystems. Social factors may include but are not limited to human rights, labour standards, data privacy, local communities and public health. Corporate governance factors may include but are not limited to board composition, executive remuneration, shareholders rights, corporate tax and business ethics. For sovereign and quasi-sovereign issuers, governance factors may include but are not limited to governmental stability, corruption prevention and judicial independence.
"EU"	means the European Union.
"Euro" or "EUR"	means the legal currency of the European Monetary Union.
"FATCA Eligible Investor"	means any person qualifying as Exempt Beneficial Owner, Active Non-Financial Foreign Entity or Participating Financial Institution, as each defined by the Luxembourg IGA.



"Fund"	means Pictet Alt.
"Institutional Investor"	means an investor who qualifies as an institutional investor according to the Regulations.
"Investment Manager"	means Pictet Asset Management Limited or any other delegate in charge of the portfolio function as may be appointed by the Manager from time to time with respect to one or more Compartment(s).
"Investor"	means any investor who desires to subscribe or has subscribed to Shares and, where the context requires, will include that person as a Shareholder.
"Issuing Document"	means this issuing document of the Fund.
"Law"	means the amended Luxembourg law of 23 July 2016 relating to reserved alternative investment funds.
"Manager"	means Pictet Asset Management (Europe) S.A. acting as the alternative investment fund manager of the Fund.
"Mémorial"	means the <i>Mémorial C, Recueil des Sociétés et Associations</i> .
"Net Asset Value" or "NAV"	means the net asset value of the Fund, a Compartment or a Class as determined pursuant to Section 7 "NET ASSET VALUE" of the Part I of this Issuing Document.
"Net Asset Value per Share"	means the net asset value per Share of any Class within any Compartment determined in accordance with the relevant provisions described in Section 7 "NET ASSET VALUE" of the Part I of this Issuing Document.
"Other Well-Informed Investor"	means an investor who (i) adheres in writing to the status of well-informed investor and (ii) (a) invests a minimum of Euro 125,000 in the Fund or (b) has been the subject to an assessment made by a credit institution within the meaning of Regulation (EU) 575/2013 or an investment firm within the meaning of Directive 2014/65/EU or a management company within the meaning of Directive 2009/65/EC as an alternative investment fund manager within the meaning of the AIFM Directive certifying his/her/its expertise, his/her/its experience and his/her/its knowledge in adequately appraising an investment in the Fund.
"Pictet Group"	The Pictet Group comprises all the entities over which the partners of the Pictet & Cie Group SCA have joint control.
"Pre-Defined Share Classes"	has the meaning set out under Section 5 "SHARES" of the Part I of this Issuing Document.
"Prohibited Person"	means (a) any person not qualifying as an Eligible Investor, (b) any person in breach of the law or requirement of any country or governmental authority or (c) any person in circumstances which in the opinion of the Manager might be detrimental to the Fund notably if it might result in the Fund incurring any liability or taxation or suffering any pecuniary



disadvantage which the Fund might not otherwise have incurred or suffered or (d) more generally any other person which is an ineligible applicant in accordance with this Issuing Document.

"Professional Investor"	means an investor who qualifies as a professional investor according to the Regulations, including notably an investor who qualifies as a professional investor under annex II of Directive 2014/65/EU, as amended.
"Redemption Day"	means the day with respect to which the Shares are redeemable, as specified, for each Compartment, in the relevant Annex.
"Regulations"	means the Law as well as any present or future related Luxembourg laws or implementing regulations, circulars and CSSF's positions.
"RESA"	means the <i>Recueil Electronique des Sociétés et Associations</i> , i.e., the Luxembourg official state gazette which replaced the <i>Mémorial</i> on 1 June 2016.
"SFT Regulation"	means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No. 648/2012.
"Shareholder"	means a shareholder of the Fund.
"Share"	means any share in the Fund from any Class within any Compartment subscribed by any Shareholder.
"Sub-Class"	means each sub-class of Shares within the Fund.
"Subscription Form"	means the document which might be required to be signed by an Eligible Investor by which he/she/it (i) agrees to commit to subscribe a certain amount in a particular Compartment or (ii) irrevocably applies for Shares in a particular Compartment.
"Subscription Day"	means the day with respect to which the Shares of any Class may be subscribed, as specified, for each Compartment, in the relevant Annex.
"Transfer, Registrar and Paying Agent"	means FundPartner Solutions (Europe) S.A. acting in its capacity as transfer, registrar and paying agent of the Fund or any succeeding entity, successively appointed in such capacity.
"UCI"	means an undertaking for collective investment, i.e. an undertaking the sole objective of which is the collective investment in securities, financial instruments and other assets.
"Undrawn Commitment"	means the amount of an Investor's outstanding Commitment which remains available and to be called by the Fund with respect to a particular Compartment.



"United States"	means the United States of America or any of its territories or possessions.
"USD"	means the legal currency of the United States of America.
"Valuation Day"	means the day as at which the Net Asset Value is determined, as detailed, for each Compartment, in the relevant Annex.
"Well-Informed Investor"	means pursuant to Article 2 of the Law, any Institutional Investor, Professional Investor or Other Well-Informed Investor.

Words importing the singular shall, where the context permits, include the plural and vice versa.

Any reference to a person in this Issuing Document means that person or any of its duly appointed delegate(s), agent(s) or representative(s).

1. STRUCTURE OF THE FUND

The Fund is an investment Fund organised as a public limited liability company (*société anonyme*) under the laws of the Grand Duchy of Luxembourg and qualifies as a *société d'investissement à capital variable – fonds d'investissement alternatif réservé* (SICAV-RAIF) governed by the Law. The Fund is an externally managed alternative investment fund ("**AIF**") pursuant to the AIFM law. As further described in Section 8 "MANAGEMENT AND ADMINISTRATION OF THE FUND" of the Part I of this Issuing Document below, the Fund has appointed Pictet Asset Management (Europe) S.A. (the "**Manager**") as its external alternative investment fund manager ("**AIFM**") (within the meaning of article 4(1)(a) of the AIFM Law).

The Fund is an umbrella fund and as such may operate separate Compartments, each of which is represented by one or more Classes / Sub-Classes. The Compartments are distinguished by their specific investment policy or any other specific features, as further described in the Annexes.

The Fund constitutes a single legal entity, but the assets of each Compartment shall be invested for the exclusive benefit of the Shareholders of the corresponding Compartment and the assets of a specific Compartment are solely accountable for the liabilities, commitments and obligations of that Compartment.

The Board reserves the right to list the Shares of one or several Compartments in the future. In such event, the relevant Annex may be amended accordingly.

The Board may at any time resolve to set up new Compartments and/or create within each Compartment one or more Classes / Sub-Classes. The Board may also at any time resolve to close a Compartment, or one or more Classes / Sub-Classes within a Compartment, to further subscriptions.

The Fund was incorporated for an unlimited period in Luxembourg on 4 December 2019. The capital of the Fund shall be equal at all times to the net assets of the Fund. The minimum capital of the Fund shall be the minimum prescribed by the Law, which at the date of this Issuing Document is the equivalent of EUR 1,250,000. This minimum must be reached within a period of 12 months following the incorporation of the Fund as a SICAV-RAIF under the Law.

The Fund was incorporated with an initial capital of EUR 30,000.-, divided into 300 fully paid up Shares.



The Fund is registered under the number B 240157 with the *Registre de Commerce et des Sociétés de Luxembourg* (Luxembourg Register of Commerce and Companies). The Articles have been deposited with the *Registre de Commerce et des Sociétés de Luxembourg* and have been published in the *RESA* on 23 December 2019.

Under Luxembourg laws and its Articles, the Fund is authorised to issue an unlimited number of Shares, all of which are without par value.

The base currency of the Fund is the EUR and all the financial statements of the Fund will be presented in EUR.

2. PURPOSE, INVESTMENT OBJECTIVES AND POLICIES

The exclusive objective of the Fund is to place the funds available to it in assets of any kind with the purpose of affording its Shareholders the results of the management of its portfolios.

Each Compartment shall pursue a defined investment policy and the investment restrictions may differ for each of them. The investment policy and, as the case may be, specific investment restrictions are disclosed for each Compartment in the relevant Annex.

To the extent it is provided for in its investment policy, each Compartment (the "**Investing Compartment**") may subscribe, acquire and/or hold securities to be issued or issued by one or more other Compartments (each, a "**Target Compartment**") without the Fund being subject to the requirements of the Company Law with respect to the subscription, acquisition and/or the holding by a Fund of its own Shares, under the condition however that:

- › the Target Compartment does not, in turn, invest in the Investing Compartment invested in this Target Compartment;
- › voting rights, if any, attaching to the Shares of the Target Compartment are suspended for as long as they are held by the Investing Compartment concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and
- › in any event, for as long as these Shares are held by the Investing Compartment, their value will not be taken into consideration for the calculation of the net assets of the Fund for the purposes of verifying the minimum threshold of the net assets imposed by the Law.

Responsible Investment

In line with Pictet Asset Management commitment to responsible investment:

- › The Management Company ensures that voting rights are exercised methodically.
- › The Managers may engage with issuers in order to positively influence ESG practices.
- › The Fund adopts an exclusion policy relating to direct investment that are deemed incompatible with Pictet Asset Management's approach to responsible investment.
- › Relevant information relating to additional ESG considerations is specified in the annex of the Compartment concerned.

For further information, please refer to <https://www.am.pictet/en/globalwebsite/global-articles/company/responsible-investment>



3. INVESTMENT RESTRICTIONS

In compliance with the provisions of the Law, each Compartment will invest in compliance with the principle of risk diversification. The specific investment restrictions applicable to each Compartment are described in the relevant Annex.

Any Compartment may invest indirectly through one or more wholly owned or otherwise under control special purpose vehicles or intermediate vehicles notably where it is considered that this would be operationally, commercially and/or tax efficient or would provide the only practicable means of access to the relevant assets. The investment restrictions, guidelines and limits shall not apply to the Compartment's investment in a special purpose vehicle or intermediate vehicle. The investment restrictions, guidelines and limits shall apply to the underlying investments made by such special purpose vehicle or intermediate vehicle.

4. RISK DISCLOSURE

No assurance can be given that the investment objectives will be achieved. Furthermore, past performance is not indicative of future returns and it cannot be guaranteed that Investors will recuperate the full amount invested.

The investments contemplated by the Fund and its Compartments are subject to risks inherent in all investments and risks tied to the specific features of its investment strategy and universe. By investing in the Fund, the Investor acknowledges such risks and their potential effects on the Fund's return and costs.

Furthermore, all investment guidelines and limitations applicable to the Fund refer to conditions prevailing at the time of each specific transaction. If such conditions thereafter change due to market fluctuations, the Manager will assist the Fund in taking appropriate measures to bring the holdings in line with the guidelines within a reasonable time, considering the intervention should be in the best interest of the Fund and its Compartments. However, the short or medium term adjustment of the portfolio cannot always be assured due to the characteristics of the Fund's investments.

A. Market risk

Country risk. A collection of risks associated with investing in a foreign country. These risks include political risk, exchange rate risk, economic risk, sovereign risk and transfer risk, which is the risk of capital being locked up or frozen by government action. Country risk varies from one country to the other.

Currency risk. A form of risk that arises from the change in price of one currency against another. Whenever Investors or companies have assets or business operations across national borders, they face currency risk if their positions are not hedged.

Inflation risk. Inflation can reduce the value of the investments of the Fund assets. The purchasing power of the invested capital sinks if the inflation rate is higher than the returns generated by the investments.

Interest rate risk. The risk that an investment's value will change due to a change in the absolute level of interest rates, in the spread between two rates, in the shape of the yield curve or in any other interest rate relationship. The values of bonds and other debt instruments usually rise and fall in response to changes in interest rates. Declining interest rates generally increase the values of existing debt instruments, and rising interest rates generally reduce the value of existing debt instruments.

Volatility risk. The risk of uncertainty of price changes. Usually, the higher the volatility of an asset or instrument, the higher its risk. The prices for securities in which the Compartments invest may change significantly in short-term periods.

Volatility risk can also result from changes in the volatility of a risk factor. It usually applies to portfolios of



derivatives instruments, where the volatility of its underlyings is a major influencer of prices.

B. Sustainability risks

The risk arising from any environmental, social or governance events or conditions that, were they to occur, could cause a material negative impact on the value of the investment.

The set of sustainability risks below are relevant to all investment strategies pursued, as all Compartments integrate sustainability risks. When selecting and monitoring investments, these sustainability risks are systematically considered along with all other risks deemed relevant for any Compartment, taking into account its investment policy / strategy.

Specific sustainability risks will vary for each compartment and asset class, and include but are not limited to the following:

Transition Risk. The risk posed by the exposure to issuers that may potentially be negatively affected by the transition to a low carbon economy due to their involvement in exploration, production, processing, trading and sale of fossil fuels, or their dependency upon carbon intensive materials, processes, products and services. Transition risk may result from several factors, including rising costs and/or limitation of greenhouse gas emissions, energy-efficiency requirements, reduction in fossil fuel demand or shift to alternative energy sources, due to policy, regulatory, technological and market demand changes. Transition risks may negatively affect the value of investments by impairing assets or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

Physical Risk. The risk posed by the exposure to issuers that may potentially be negatively affected by the physical impacts of climate change. Physical risk includes acute risks arising from extreme weather events such as storms, floods, droughts, fires or heatwaves, and chronic risks arising from gradual changes in the climate, such as changing rainfall patterns, rising sea levels, ocean acidification, and biodiversity loss. Physical risks may negatively affect the value of investments by impairing assets, productivity or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

Environmental Risk. The risk posed by the exposure to issuers that may potentially be causing or affected by environmental degradation and/or depletion of natural resources. Environmental risk may result from air pollution, water pollution, waste generation, depletion of freshwater and marine resources, loss of biodiversity or damages to ecosystems. Environmental risks may negatively affect the value of investments by impairing assets, productivity or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

Social Risk. The risk posed by the exposure to issuers that may potentially be negatively affected by social factors such as poor labour standards, human rights violations, damages to public health, data privacy breaches, or increased inequalities. Social risks may negatively affect the value of investments by impairing assets, productivity or revenues, or by increasing liabilities, capital expenditures, operating and financing costs.

Governance Risk. The risk posed by the exposure to issuers that may potentially be negatively affected by weak governance structures. For companies, governance risk may result from malfunctioning boards, inadequate remuneration structures, abuses of minority shareholders or bondholders' rights, deficient controls, aggressive tax planning and accounting practices, or lack of business ethics. For countries, governance risk may include governmental instability, bribery and corruption, privacy breaches and lack of judicial independence. Governance risk may negatively affect the value of investments due to poor strategic decisions, conflicts of interest, reputational damages, increased liabilities or loss of investor confidence.

C. Counterparty risk

Counterparty risk refers to the risk that a counterparty to a transaction fails to fulfil its obligations.



Settlement risk. This is the risk of the loss of the Fund resulting from the fact that a concluded transaction cannot be fulfilled as expected because a counterparty has failed to pay or to deliver, or because losses can arise due to errors at the operational level within the framework of the settlement of a transaction.

Collateral risk. The risk of loss caused by delayed or partial recovery as well as loss of rights on assets pledged or transferred as collateral. Collateral can take the form of initial margin deposits or assets with a counterparty. Such deposits or assets may not be segregated from the counterparty's own assets and, being freely exchangeable and replaceable, the Compartments may have a right to the return of equivalent assets rather than the original margin assets deposited or transferred to with the counterparty. These deposits or assets may exceed the value of the relevant Compartments' obligations to the counterparty in the event that the counterparty requires excess margin or collateral. In addition, as the terms of a derivative may provide for one counterparty to provide collateral to the other counterparty to cover the variation margin exposure arising under the derivative only if a minimum transfer amount is triggered, the Compartments may have an uncollateralised risk exposure to a counterparty under a derivative up to such minimum transfer amount.

Where a Compartment receives collateral, Investors must notably be aware that (A) in the event of the failure of the counterparty posting collateral to the Compartment there is the risk that collateral received may yield less than the Compartment's exposure, whether because of inaccurate pricing of the collateral, adverse market movements, deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded and that (B) (i) locking cash in transactions of excessive size or duration, (ii) delays in recovering cash placed out, or (iii) difficulty in realizing collateral may restrict the ability of the relevant Compartment to meet redemption requests, security purchases or, more generally, reinvestment.

In case of reinvestment of cash collateral such reinvestment may (i) create leverage with corresponding risks and risk of losses and volatility, (ii) introduce market exposures inconsistent with the objectives of the relevant Compartment, or (iii) yield a sum less than the amount of collateral to be returned. Generally, in case of reinvestment of cash collateral all risks associated with a normal investment apply.

In either case, where there are delays or difficulties in recovering assets or cash, collateral posted with counterparties, or realising collateral received from counterparties, the Compartments may encounter difficulties in meeting redemption or purchase requests or in meeting delivery or purchase obligations under other contracts.

Where a Compartment receives collateral the custody risk, the operational risk and the legal risk referred to below would also apply.

D. Credit risk

The risk of loss of principal or loss of a financial reward stemming from a borrower's failure to repay a loan or otherwise meet a contractual obligation.

E. Liquidity risk

On the asset side, the risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss. Liquidity risk is typically reflected in unusually wide bid-ask spreads or large price movements (especially to the downside). On the liability side, liquidity risk refers to the inability of a Compartment to raise sufficient cash to meet a redemption request due to its inability to dispose of investments.

F. Operational risk

Operational risk is the risk of loss incurred due to inadequate or failed internal processes and systems, negligent people or from external events (including legal risk).



G. Product / Techniques risks

Bankruptcy claims. Bankruptcy claims are a creditor's right to payment from a debtor. A bankruptcy claim can be secured by the debtor's property or can be unsecured. Claims are classified in plans of reorganization according to their relative rights against the debtor.

The recovery of a given class of claims will depend on the aggregate value of the debtor's assets remaining after distributions have been made to more senior classes in accordance with the waterfall of distributions in the plan of reorganization. There is high uncertainty on these factors, this entails accrued risk.

Debt Securities. The Compartments may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate Investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities. Accordingly, an investment in such Compartments is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.

Distressed and defaulted debt securities

- **Exit risk.** Other debt holders can prevent the Manager from achieving his exit strategy due to difference in exit timing preferences.
- **Idiosyncratic risk.** Distressed debt strategies add idiosyncratic exposure to companies or assets not often traded on public markets.
- **Legal risk.** Bonds from issuers in distress are often defined as those (i) that have been given a very speculative long-term rating by credit rating agencies or those (ii) that have filed for bankruptcy or expected to file for bankruptcy. In some cases, the recovery of investments in distressed or defaulted debt securities is subject to uncertainty related to court orderings and corporate reorganisations among other things. Distressed and defaulted debt securities uncertainty on recovery rates and timing. Companies which issued the debt that has defaulted may also be liquidated. In that context, the Fund may receive, over a period of time, proceeds of the liquidation. In addition to this the complexity of the reorganization process (including restructuring execution) adds further uncertainty.
- **Tax risk.** The received amounts resulting from reorganizations/liquidations may be subject to a case-by-case specific tax treatment.
- **Valuation risk.** The valuation of distressed and defaulted securities may be more difficult than other higher rated securities because of lack of liquidity. A Compartment may incur legal expenses when trying to recover principal or interest payments. Investment in this kind of securities may lead to unrealised capital losses and/or losses that can negatively affect the net asset value of such Compartment. The need to mark to model certain securities creates additional difficulties and lack of precision on fair price determination.

Leverage risk. Leverage may increase the volatility of the Compartments' net asset value and may amplify losses which could become significant and potentially cause a total loss of the net asset value in extreme market conditions. The extensive use of financial derivatives instruments and short positions may lead to a considerable leverage effect.

Loans. Risk can arise due to softer factors such as softer covenants, different structures of collateral control, guarantees and lien property when compared to other debt securities. The liquidity of the loan market can also change rapidly.



Repurchase and reverse repurchase agreement risk. The risks associated with repurchase and reverse repurchase transactions arise if the counterparty to the transaction defaults or goes bankrupt and the Compartments experience losses or delays in recovering their investments. Although repurchase transactions are by their nature fully collateralised, the compartments could incur a loss if the value of the securities sold has increased in value relative to the value of the cash or margin held by the compartments. In a reverse repurchase transaction, the Compartments could incur a loss if the value of the purchased securities has decreased in value relative to the value of the cash or margin held by such Compartments.

Securities lending agreement / borrowing risk. The risk of loss if the borrower (i.e. the counterparty) of securities loaned by the Fund/Compartment defaults on payment, there is a risk of delayed recovery (which may limit the Fund/Compartment's ability to meet its commitments) or risk of loss of rights on the collateral held. The Securities Lending Agreements are also subject to the risk of conflict of interest between the Fund and another entity in the Pictet Group, including the Agent providing services related to the Securities Lending Agreements. With regard to securities borrowing, the borrowed security might have to be returned on situations where the underlying stock is difficult to buy. If the borrowed security has been sold, buying it back peremptorily on such a difficult market (ex low liquidity) can entail substantial losses.

Short sales. The Compartments may engage in short selling of securities which may expose the portion of the assets committed to such activities to unlimited risk due to the lack of an upper limit on the price to which a security may raise.

H. Other risks

Conflict of interest risk. A situation that occurs when a service provider may disadvantage one party or client over another when holding multiple interests. Generally, there may be conflicts of interests between the best interests of the Fund and an interest of the Investment Manager and its affiliated to generate fees, commissions and other revenues. In the event that such a conflict arises, the Directors of the Fund will endeavour to ensure that it is resolved in the best interest of the Fund.

Custody risk. Assets of the Fund are kept in custody by the Depositary and Investors are exposed to the risk of the Depositary not being able to fully meet its obligation to recover all of the assets within a short time frame (including collateral) of the Fund in the case of bankruptcy of the Depositary. The assets of the Fund will be identified in the Depositary's books as belonging to the Fund. Securities held by the Depositary will be segregated from other assets of the Depositary which mitigates but does not exclude the risk of non-restitution in case of bankruptcy. However, no such segregation applies to cash which increases the risk of non-restitution in case of bankruptcy.

Where securities (including collateral) are held with third-party delegates, such securities may be held by such entities in client omnibus accounts and in the event of a default by any such entity, where there is an irreconcilable shortfall of such securities, the Fund may have to share that shortfall on a pro-rata basis. Securities may be transferred as collateral with title transfer to clearing brokers which therefore do not qualify as third-party delegate of the Depositary and in respect of the acts or defaults of which the Depositary shall have no liability. There may be circumstances where the Depositary is relieved from liability for the acts or defaults of its appointed third-party delegates provided that the Depositary has complied with its duties.

In addition, the Compartments may incur losses resulting from the acts or omissions of the Depositary, or any of its third party delegates when performing or settling transactions or when transferring money or securities. More generally, the Compartments are exposed to risks of loss associated to the Depositary function if the Depositary or a third party delegate fails to perform its duties (improper performance).

Disaster risk. The risk of loss caused by natural and/or man-made hazards. Disasters can impact economic regions, sectors and sometimes have a global impact on the economy and therefore the performance of the Compartments.

Legal risk. The risk from uncertainty due to legal actions or uncertainty in the applicability or interpretation of contracts, laws or regulations.



Prime Broker risk. Compartments' assets may be held in one or more accounts maintained for the relevant Compartments by their respective Prime Brokers or at other brokers or with one or more custodians, which may be located in various jurisdictions. Such Prime Brokers, local brokers and custodians, as brokerage firms, custodians or commercial banks, may be subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the Compartments' assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a Prime Broker or custodian or any of their respective sub-custodians, agents or affiliates, or a local broker, it is impossible to generalize about the effect of their insolvency on the Compartments and their assets. Investors should assume that the insolvency of any of the Prime Brokers, custodians or such other service providers would result in a loss to the relevant Compartment, which could be material.

Political risk. The risk that an investment's returns could suffer as a result of political changes or instability in a country. Instability affecting investment returns could stem from a change in government, legislative bodies, other foreign policy makers, or military control or be the consequences of currency convertibility and transfer risk. Currency convertibility and transfer risk are losses arising from the inability to convert local currency into foreign exchange for transfer outside the host country.

Reputational risk. A threat or danger to the good name or standing of a business or entity. Reputational risk can occur through a number of ways: directly as the result of the actions of the Fund itself; indirectly due to the actions of an employee or employees; or tangentially through other peripheral parties, such as joint venture partners or suppliers. In addition to having good governance practices, companies also need to be socially responsible and environmentally conscious to avoid reputational risk.

Reputational risk can arise in investing with distressed debt strategies. Some managers may engage in strategies perceived to be controversial (e.g. vulture investing), which may result in legal action or attract public and media criticism.

Tax risk. The buying, holding or selling of assets may be subject to changing statutory fiscal regulations (e.g. deduction of withholding tax) outside the country of domicile of the Fund.

OECD's Base Erosion and Profit Shifting action points. The Organisation for Economic Co-operation and Development together with the G20 countries have committed to address abusive global tax avoidance, referred to as base erosion and profit shifting ("**BEPS**") through 15 actions detailed in reports released on 5 October 2015.

As part of the BEPS project, new rules dealing inter alia with double tax treaties abuse, the definition of permanent establishments, controlled foreign companies and hybrid mismatch arrangements, are being introduced into respective domestic law of BEPS member states via EU directives and a multilateral instrument.

The European Council has adopted two Anti-Tax Avoidance Directives (being, Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market ("**ATAD I**") and Directive 2017/952/EU of 29 May 2017 amending ATAD I as regards hybrid mismatches with third countries ("**ATAD II**") that address many of the above-mentioned issues. The measures included in ATAD I were already implemented into Luxembourg law on 21 December 2018 (the "**ATAD Law**") and almost all of them are applicable since 1 January 2019. The ATAD Law (as well as the upcoming implementation of ATAD II in Luxembourg law) may have a material impact on how returns to Investors are taxed.

At international level, the "Multilateral Convention to Implement Tax Treaty Related Measures to prevent Base Erosion and Profit Shifting" ("**MLI**") was published by the OECD on 24 November 2016. The aim of the MLI is to update international tax rules and lessen the opportunity for tax avoidance by transposing the results from the BEPS project into more than 2,000 double tax treaties worldwide. A number of jurisdictions (including Luxembourg) have signed the MLI. The ratification process of Luxembourg has been achieved through the law of 7 March 2019 and the deposit of the ratification instrument with the OECD on 9 April 2019. As consequence, the MLI has entered into force for Luxembourg on 1 August 2019. Its application per double tax treaty concluded with Luxembourg will



depend on the ratification by the other contracting state and on the type of tax concerned. Subsequent changes in tax treaties negotiated by Luxembourg could adversely affect the returns from the Fund to its Shareholders.

I. Compartment specific risks

Hedging risk. A (Sub-) Class which is not denominated in the reference currency of a Compartment and which is unhedged against this reference currency will face a currency risk linked to, among others but not limited to, the fluctuation of the foreign exchange rate between the Class currency and the reference currency of such Compartment. This risk comes in addition to the risk linked to unhedged investments in local currencies.

A Compartment may invest in derivatives in some circumstances for hedging purposes (e.g. currency hedging). The use of derivatives in this way involves additional costs and expenses, as well as certain special risks, including, but not limited to such Compartment's ability to predict movements in the value of investments being hedged and movements in interest rates and exchange rates, as well as the ability to time the implementation or the dissolution of hedging transactions; or imperfect correlation between the hedging instrument and the investments, securities or market sectors being hedged.

A Compartment may decide to hedge some of its investments. Some of its target currency markets are sufficiently liquid and hence hedging is feasible. Often these markets though do not have long term hedging solutions; the relevant Compartment thus rolls-over shorter term hedging agreements, minimizing currency risk, while not eliminating it. Other target currency markets are quite illiquid, to the point that in some instances the cost of hedging may exceed expected depreciations or even the expected yield of a transaction. In other cases, hedging solution may simply not exist.

5. SHARES

Shares will be issued in registered form only. Shareholders shall receive a confirmation of their shareholding. Share certificates will only be issued upon request and at the expense of the Shareholder. The Fund draws the Investors' attention to the fact that any Investor will only be able to fully exercise Shareholder's rights directly against the Fund, notably the right to participate in general meeting of Shareholders if the Investor is registered himself/herself/itself and in his/her/its own name in the Shareholders' register of the Fund. In cases where an Investor invests in the Fund through an intermediary investing into the Fund in his/her/its own name but on behalf of the Investor, it may not always be possible for the Investor to exercise certain Shareholder's rights directly against the Fund. Investors are advised to take advice on their rights.

Fractions of Shares up to five decimal places will be issued if so decided by the Board. Such fractions of Shares shall not be entitled to vote but shall be entitled to participate in the net assets and any distributions attributable to the relevant Class on a *pro rata* basis.

Shares are of no par value and carry no preferential or pre-emptive rights. Each Share, irrespective of its Compartment, is entitled to one vote at any general meeting of Shareholders of the Fund, in compliance with Luxembourg laws and the Articles.

6. ISSUE, REDEMPTION, SWITCH AND TRANSFER OF SHARES

The Board does not authorise neither Market Timing, as defined in the CSSF Circular 04/146, nor "active trading" or "excessive trading" activities ("**Active Trading**"). Such practices may indeed disrupt portfolio investment strategies and increase the Fund's expenses and adversely affect the interests of the Fund's long-term Shareholders. To deter such practice, the Board reserves the right, in case of reasonable doubt and whenever an investment is suspected to be related to Market Timing or Active Trading, which the Board reserves the right to determine, to suspend, revoke or cancel any subscription or switch order placed by Investors who have been identified as doing frequent in and out trades within the Fund.



The Manager, as safeguard for the fair treatment of all Investors, will take necessary measures to ensure that (i) the exposure of the Fund to Market Timing and Active Trading activities is adequately assessed on an ongoing basis, and (ii) sufficient procedures and controls are implemented to minimise the risks of Market Timing and Active Trading in the Fund.

6.1 Issue of Shares

Shares will be issued by each Compartment and distributed pursuant to this Issuing Document and each relevant Annex.

The offering details for each Compartment are disclosed in each relevant Annex.

6.2 Description of the Offer

The Board may decide to offer Shares for subscription either by way of direct subscriptions, where the total amount subscribed has to be paid in a single instalment or by way of Commitments.

The Fund reserves the right to accept or refuse any application in whole or in part in its entire discretion and without having to give the reasons thereof. The Fund may also limit the distribution of Shares of a given Compartment to specific countries.

Payment details in relation to the subscription of the Shares will be included in the Subscription Form /Drawdown Notice.

In case of Commitments, the Board, or any other duly appointed entity may decide, in their absolute discretion, to drawdown the Commitments in one or more Drawdowns. The Board, or any other duly appointed entity may decide to call all or part of the Undrawn Commitments at any time during the Commitment Period, as disclosed in the relevant Annex. Drawdown Notices will be sent sufficiently in advance to each Investor at the address specified in the Subscription Form.

Unless otherwise provided for in the relevant Annex, Drawdowns Notices shall, subject to the prior consent of the Shareholder, be made by email and notice shall be deemed to have been given to the Shareholder at the time of sending of the email. Shareholders are obliged to notify the Transfer, Registrar and Paying Agent in writing in the event that their email addresses changes. None of the Fund or the Transfer, Registrar and Paying Agent shall be liable for any loss, damage or expense directly or indirectly suffered or incurred by a Shareholder arising directly or indirectly from a Shareholder's failure to notify the Transfer, Registrar and Paying Agent of any change to the Shareholder's email address. Written notice of the Drawdown shall be issued to Shareholders following the issue of the email notice (if applicable).

Shares may be subscribed against contributions in kind considered acceptable by the Board on the basis of the Investment Objective and Policies of the relevant Compartment and will be subject to an auditor's report as required by Luxembourg laws. In such case, any costs incurred in connection with a contribution in kind will be borne by the Investor, unless the Board considers that the subscription in kind is in the interests of the Fund, in which case such costs may be borne in all or in part by the Fund, as determined by the Board.

6.3 Minimum Commitment/Subscription

The Board may set and waive in its discretion a minimum Commitment or minimum initial subscription amount and minimum ongoing holding amount per Class in each Compartment for each Shareholder, as disclosed in each relevant Annex. However, should an Investor be admitted through the criterion of article 2, (1), (b), (ii) of the Law, such minimum Commitment or minimum subscription amount shall not be waived below EUR 125,000.

6.4 Use of Proceeds

The capital raised for each Compartment will be used to:

- (a) acquire investments which meet the investment objective and policies criteria as set forth in each relevant Annex; and



- (b) pay all fees and expenses (including the establishment, organisation and running costs of the Fund or of the relevant Compartment) which is attributable to the relevant Compartment.

6.5 Description of the Shares

The Shares will be issued in registered form only and must be fully paid-up on issue, unless otherwise provided for in each relevant Annex. The Fund will issue certificate of shareholding to the Shareholders upon request thereof in accordance with Section 5 "SHARES" of the Part I of this Issuing Document.

Unless otherwise provided for herein or in the Articles, each Share entitles its holder to one vote at Shareholders meetings. The Shares carry no preferential or pre-emptive rights.

The Fund may restrict or prevent the ownership of Shares by any person, firm or corporation, if such holding results in a breach of applicable laws and regulations, whether Luxembourg or foreign, or if it may be detrimental to the Fund. Shares are notably exclusively restricted to Investors who qualify as Eligible Investors. Where it appears to the Fund that any Prohibited Person is either alone or in conjunction with any other person a beneficial owner of Shares, the Fund may take any appropriate measures to remedy that situation including purchase or redeem all the Shares so owned within the conditions provided for in the Articles.

6.6 Classes of the Shares

The Board may decide to create within each Compartment different Classes of Shares whose assets will be commonly invested pursuant to the specific investment policy of the relevant Compartment, but where a specific fee structure (including with respect to performance fee, as applicable), currency of denomination, distribution policy or other specific features may apply to each Class. A separate Net Asset Value per Share, which may differ as a consequence of these variable factors, will be calculated for each Class.

Eligibility criteria may apply to certain Classes of Shares which may also be subject to (i) specific minimum initial subscription amount and (ii) different front-end and back-end load.

It is the responsibility of each Investor to ensure that they meet the conditions for accessing the Class of Shares in which they wish to subscribe.

6.6.1 Share types

6.6.1.1 Pre-defined Share Types

In each Compartment, Shares may *inter alia* be divided into "A", "P", "I", "J", "Z", "M", "E", "R" and "S" Shares (the "**Pre-Defined Share Types**") whose features are as out below:

Eligibility criteria

- "A" Shares carrying out the special rights disclosed in Section 8.1. of the Part I of this Issuing Document may be issued to the Manager or to other entities of the Pictet Group.
- "P" Shares are available to all Eligible Investors without restrictions;
- "I" Shares are available to (i) such financial intermediaries which, according to regulatory requirements, do not accept and retain inducements from third parties (in the EU, this will include financial intermediaries providing discretionary portfolio management or investment advice on an independent basis); (ii) such financial intermediaries which, based on individual fee arrangements with their clients, do not accept and retain inducements from third parties; (iii) Institutional Investors investing on their own account. With respect to Investors that are incorporated or established in the European Union, institutional Investor refers to per se professional clients as defined in Annex II, Section I of Directive 2014/65/EU on markets in financial instruments (MiFID II Directive);
- "J" Shares are intended for Institutional Investors not subscribing for other Pre-Defined Share Types;
- "Z" Shares are reserved for Institutional Investors who have concluded a specific remuneration agreement with any entity of the Pictet Group;



- › "M" Shares will be reserved to funds of funds promoted by the Pictet Group investing at least 85% of their assets in that Class of Shares.
- › "E" Shares are intended for Institutional Investors who have been approved as eligible Investors to subscribe to "E" Shares at the discretion of the Board. "E" Shares are open for subscriptions during a defined period after the initial Compartment launch date, freely determined by the Board.
- › "R" Shares are intended for financial intermediaries or platforms that have been approved by the Board or by the Distributor and that have fee arrangements with their clients which are based entirely on accepting and keeping commissions.
- › "S" Shares are reserved to the Investment Manager and to other entities of the Pictet Group.

6.6.1.2 Additional Share Types

The Board may decide to issue further Share types in each Compartment, in addition to the Pre-Defined Share Types, in which case the features of such Share types will be described in the relevant Annexes.

6.6.2 Specific features of Share Types

Within each Share types, Shares may be issued in various currencies as decided from time to time by the Board. The currency of each Class of Shares will be indicated in its name.

For Compartments stipulating that a performance fee may be charged, as specified in the relevant Annex, the Board may decide to launch Classes of Shares without a performance fee in which case they will contain an "X" in their name.

In addition, some Classes of Shares may be (i) hedged, in which case they will contain an "H" in their name, or (ii) not hedged. Hedged Share Classes aim to hedge to a large extent the exchange risk in relation to a given currency.

Shares can be divided into capitalisation Shares and distribution Shares. Distribution Shares will be entitled to a dividend, if such a dividend is decided, whereas the corresponding amount for capitalisation Shares will be invested in the Class of Share in question rather than distributed.

6.6.3 Front-end loads

For "P" Shares, the front-end load for intermediaries will be no more than 5% and the back-end load no more than 3%.

For "I", "J", "E" and "R" Shares, the front-end load for intermediaries will be no more than 5% and the back-end load no more than 1%.

For "M", "S" and "Z" Shares, there will be no front-end load or back-end load for intermediaries.

6.7 Anti-Money Laundering

Pursuant to international rules and Luxembourg laws and regulations comprising, but not limited to, the law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended, the Grand Ducal Regulation dated 1 February 2010, the CSSF Regulation 12-02 of 14 December 2012, and the applicable CSSF circulars concerning the fight against money laundering and terrorism financing, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and financing of terrorism purposes. As a result of such provisions, a Luxembourg undertaking for collective investment must identify subscribers in accordance with Luxembourg laws and regulations. The Fund may require subscribers to provide any document it deems necessary to effect such identification.

In case of delay or failure by an applicant to provide the documents required, the application for subscription (or, if applicable, for redemption) will not be accepted and the Fund may delay and withhold the payment of all or any portion of distribution and/or redemption proceeds if appropriate to comply with applicable legal and regulatory



requirements. Neither the Fund nor its duly appointed agent(s) has any liability for delays or failure to process deals as a result of the applicant providing no or only incomplete documentation.

Shareholders may be requested to provide additional or updated identification documents from time to time pursuant to ongoing client due diligence requirements under relevant laws and regulations, including but not limited to the CRS Law.

Any information provided in this context is collected for anti-money laundering compliance purposes. By subscribing for Shares, each Investor acknowledges that the Fund may disclose any information about such Investor to regulators and others upon request in connection with anti-money laundering and other legal and regulatory matters in any jurisdictions, including for the purpose of complying with the Luxembourg law of 13 January 2019 creating a register of beneficial owners.

6.8 Redemption of Shares

Compartments of the Fund may be open-ended, as the case may be subject to a lock-up period, or closed-ended, as specified in each relevant Annex.

Terms and conditions for the redemption of Shares are described in each relevant Annex.

If, as a result of a redemption, the value of a Shareholder's holding in a Compartment would become less than any minimum holding determined by the Board the relevant Shareholder will be deemed (if so decided from time to time by the Board) to have requested redemption of all of his/her/its Shares. Also, the Board may, at any time, decide to compulsorily redeem all Shares from Shareholders whose holding in a Compartment is less than the minimum holding referred to above. In case of such compulsory redemption, the Shareholder concerned will receive a prior notice as determined by the Board so as to be able to increase his/her/its holding above the minimum holding at the applicable Net Asset Value.

Redemption of Shares of a given Compartment may be suspended by the Board whenever the determination of the Net Asset Value per Share of such Compartment is suspended by the Fund.

A Shareholder may not withdraw his/her/its request for redemption of Shares of any one Compartment except in the event of a deferral of his/her/its request as described below and, as the case may be, in the relevant Annex or a suspension of the determination of the Net Asset Value of the Shares of such Compartment and, in such event, a withdrawal will be effective only if written notification is received by the Transfer, Registrar and Paying Agent before the termination of the period of suspension. If the request is not withdrawn, the Fund shall proceed to redemption as at the first applicable Valuation Day following the end of the suspension of the determination of the Net Asset Value of the Shares of the relevant Compartment.

Redemption payments will in principle be made in the reference currency of the relevant Compartment or Class. The Board may also agree to satisfy the payment of redemption proceeds in any other freely convertible currency specified by the Shareholder. In that case, any currency conversion cost shall be borne by the relevant Shareholder.

The Board and the relevant Shareholder may agree to satisfy the payment of redemption proceeds in kind. In such a case, the relevant Shareholder will receive a portfolio of assets from the relevant Class of equivalent value to the appropriate cash redemption payment. Any redemption in kind shall be specially accepted by the relevant Shareholder, which will always be entitled to request a cash redemption payment. Where the Shareholder agrees to accept redemption in kind he/she/it will, as far as possible, receive a representative selection of the Class' holdings *pro rata* to the value of Shares redeemed and the Board will make sure that the remaining Shareholders do not suffer any loss there from. To the extent legally or regulatory required or in any case so as to ensure the fair treatment of Shareholders, the valuation of the redemption in kind will be subject to a special audit report drawn up by the Approved Statutory Auditor. The specific costs for such redemptions in kind, in particular the costs of the special audit report, will have to be borne by the Shareholder or by a third party, unless the Board considers that



the redemption in kind is in the interests of the Fund in which case such costs may be borne in all or in part by the Fund.

Unless otherwise stated in the relevant Annex and notwithstanding any other gating mechanism set out in the relevant Annex, if redemption or switch requests from Shareholders for any applicable Valuation Day exceed in the aggregate more than 10% of the Net Asset Value of a Compartment or Class (the "**Redemption Gate**"), the Board shall be entitled at its discretion to decide that the payment of part or all of such requests for redemption or switch or part or all the payment of such requests will be deferred for such period as the Board considers to be in best interest of the relevant Compartment but normally not exceeding three months. Alternatively, if a Redemption Gate is reached, the Board may at its discretion decide that the processing of part or all of the redemption and switch requests concerned be deferred to the following applicable Valuation Day and any subsequent applicable Valuation Day for as long as redemption and switch requests exceed the Redemption Gate will be reduced proportionally and, for any given Valuation Day, deferred redemption and switch requests will be dealt in priority to new redemption and switch requests in the Compartment concerned submitted with respect to a subsequent Valuation Day. The redemption and switch price applicable to deferred redemption and switch requests will be the price as at the Valuation Day the portion of the deferred redemption/ switch request has been effectively taken into account. If the Redemption Gate is reached for two (2) consecutive Valuation Days, the Board may at its discretion decide to reduce the Redemption Gate to 5% as from the second Valuation Day for which the Redemption Gate is reached.

In exceptional circumstances resulting in a lack of liquidity of certain investments made by certain Compartments, the processing or the payment of redemption requests may be postponed and/or the issue and redemptions of Shares suspended by the Board.

The Board may compulsorily redeem Shares and the relevant Shareholder may be obliged to sell its Shares to the Fund in case of occurrence of any circumstances provided for in this Issuing Document and within any applicable conditions provided for in the Articles, including but not limited to:

- › Redemptions in connection with distributions;
- › Redemption of Shares held by a Defaulting Investor;
- › Redemptions of Shares held by Prohibited Persons;
- › Redemption of Shares that have been subscribed for or are held in breach of this Issuing Document or the Articles;
- › Redemption of Shares for equalisation purposes; or
- › Redemption of Shares whose wired subscription amounts would be insufficient to cover the relevant subscription price (including for the avoidance of doubt any applicable subscription charge).

6.9 Switch of Shares

Subject to meeting the access conditions of a particular Class of Shares and any other restriction disclosed in the relevant Annex and unless otherwise provided for in the relevant Annex, Shareholders of one Compartment may ask for some or all of their Shares to be switched into Shares of another Compartment or within a Compartment for different Class(es), in which case the switch price will be calculated according to the respective Net Asset Values, which may be increased or reduced, in addition to administrative charges, by the front-end loads to intermediaries for the Classes and/or Compartments in question. Under no circumstances may these front-end loads' fees exceed 2%.

However, Shares of another Class cannot be converted into "J" Shares.

Unless otherwise provided for in the relevant Annexes, a switch into Shares of another Compartment is acceptable only between Compartments which have the same Valuation Day.



Unless otherwise indicated in the relevant Annex, for any switch application received by the Transfer, Registrar and Paying Agent by the cut-off time (specified for each Compartment in the relevant Annex) at the latest, the redemption price and issue price applicable to a switch request will be those calculated as at the relevant Valuation Day.

The Board may impose such restrictions as it deems necessary, in particular concerning the frequency of switches, and will be authorised to apply corrections to the Net Asset Value as described in Section 7.3 "Swing Pricing Mechanism" of the Part I of this Issuing Document.

In certain exceptional circumstances, the Board will also be authorised to apply a dilution levy on the switch of Shares, as described in Section 7.4 "Dilution Levy" of the Part I of this Issuing Document.

If authorised, switches are subject to the following terms and conditions, unless otherwise provided for in each relevant Annex.

Any request for switches shall be irrevocable and may not be withdrawn by any Shareholder in any circumstances, except in the event of a deferral of his/her/its request or a suspension of the determination of the Net Asset Value of the relevant Compartment. In the event of a suspension, the Fund will process the switch requests with respect to the first applicable Valuation Day following the end of the period of suspension.

Acceptance of any application for switch is contingent upon the satisfaction of any conditions (including any minimum subscription and prior notice requirements) applicable to the Compartment or Class into which the switch is to be effected. If, as a result of a switch, the value of a Shareholder's holding in the new Compartment or Class would be less than any minimum holding amount specified in the relevant Annex, the Board may decide not to accept the switch request. If, as a result of a switch, the value of a Shareholder's holding in the original Compartment or Class would become less than the minimum holding amount specified in the relevant Annex, the Board may decide that such Shareholder shall be deemed to have requested the switch of all of his Shares.

Unless specifically otherwise provided, the prior notice requirement applicable for switch requests between Compartments will be the most restricted time period of the two Compartments.

Unless specifically otherwise provided, the prior notice requirements for subscriptions as specified for a given Compartment in the relevant Annex shall be applicable to switch requests between Classes of Shares within a Compartment.

The number of full and fractional Shares issued upon switch is determined on the basis of the Net Asset Value per Share of each Compartment or Class concerned as at the common Valuation Day on which the switch request is done.

To cover any transaction costs which may arise from the switch, including, as the case may be, costs of unwinding a hedging position, the Board may charge, for the benefit of the original Compartment, a switch fee as disclosed in the relevant Annex.

6.10 Transfer of Shares

Transfer of Shares may only be carried out if the transferee qualifies as an Eligible Investor. Transfer of Shares may normally be effected by delivery to the Transfer, Registrar and Paying Agent of an instrument of transfer in appropriate form together with the relevant certificate(s). Any transferee will be required to complete an adherence agreement satisfactory to the Board if he/she/it is a new Investor in the Fund.

Shareholders are recommended to contact the Transfer, Registrar and Paying Agent prior to requesting a transfer to ensure that they have all the correct documentation for the transaction.

The Fund may request, as a condition precedent to the prior acceptance of the transfer, the transferring Shareholder to convert without cost to the Fund the Shares held into a Class of Shares in which the transferee is eligible to participate.



Certain Annexes may disclose further conditions as regards to the transfer of Shares.

7. NET ASSET VALUE

7.1 Calculation of Net Asset Value

The Net Asset Value of each Class of each Compartment is determined as at each Valuation Day specified in the relevant Annex.

The Net Asset Value of each Class of each Compartment will be determined and made available in its reference currency.

The Net Asset Value per Share of each Class for each Compartment is determined by dividing the value of the total assets of the Compartment properly allocate to such Class less the liabilities of the Compartment properly allocate to such Class by the total number of Shares of such Class outstanding as at any Valuation Day.

Assets will be valued in accordance with the following principles:

- (a) The securities admitted for listing on an official stock exchange or on another regulated market will be valued using the last known price unless this price is not representative.
- (b) Securities not admitted to such listing or not on a regulated market and securities thus listed but whose last known price is not representative, will be valued at their fair value estimated prudently and in good faith. The Board may set specific thresholds that, where exceeded, will trigger an adjustment to the value of these securities to their fair value.
- (c) The value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, dividends and interest declared or accrued and not yet obtained, will be constituted by the nominal value of the assets, unless it appears unlikely that this amount will be obtained, in which case the value will be determined after deducting the amount that the Manager deems appropriate to reflect the true value of these assets.
- (d) Money market instruments will be valued using the amortised cost method at their nominal value plus any accrued interest or the "mark-to-market" method. When the market value is different to the amortised cost, the money market instruments will be valued using the mark-to-market method.
- (e) Securities expressed in a currency other than that of the relevant Compartment will be converted to the currency of that Compartment at the applicable exchange rate.
- (f) Units/shares issued by open-ended-type UCI:
 - on the basis of the last net asset value known by the central administrative agent, or
 - on the basis of the net asset value estimated on the closest date to the relevant Compartment's Valuation Day.
- (g) Units/shares/interests issued by close-ended-type UCI on the basis of the latest valuation of the units/shares/interests of such UCI as communicated by such UCI or its agents.
- (h) The value of companies that are not admitted for listing on an official or regulated market may be determined using a valuation method proposed in good faith by the Board based on the last audited annual financial statements available, and/or on the basis of recent events that may have an impact on the value of the security in question and/or on any other available valuation. The choice of method and of the medium allowing the valuation will depend on the estimated relevance of the available data. The value may be corrected according to any unaudited periodic financial statements available. If the Manager deems that the price is not representative of the probable selling value of such a security, it will then estimate the value prudently and in good faith on the basis of the probable selling price.
- (i) The value of forward contracts (futures and forwards) and option contracts traded on a regulated market or a securities exchange will be based on the closing or settlement prices published by the regulated



market or securities exchange that as a general rule constitutes the principal place for trading those contracts. If a forward contract or option contract cannot be liquidated on the valuation date of the net assets in question, the criteria for determining the liquidation value of the forward or option contract will be set by the Board in a reasonable and equitable manner. Forward contracts and option contracts that are not traded on a regulated market or on a securities exchange will be valued at their liquidation value determined in accordance with the rules established in good faith by the Board and according to standard criteria for each type of contract.

- (j) The expected future flows, to be received and paid by the Compartment pursuant to swap contracts, will be valued at their updated values.
- (k) All other securities and assets will be valued at fair value as determined in good faith pursuant to procedures established by the Manager.

When it deems necessary, the Manager may establish a valuation committee whose task will be to estimate prudently and in good faith the value of certain securities.

For the purpose of items (a) to (i) above where the context so requires, any reference to the Manager shall be construed as referring to any external valuer or committee the case being appointed by the Manager.

If any external valuer is appointed by the Manager in respect of the valuation of the assets of any Compartment, the identity of such external valuer will be made available at the registered office of the Manager.

The Manager may, at its discretion, permit some other method of valuation to be used if it considers that such method of valuation better reflects the true value and is in accordance with good accounting practice.

The assets and liabilities of the Fund shall be allocated in such manner as to ensure that the proceeds received upon the issue of Shares of a specific Compartment shall be attributed to that Compartment. All of the assets and liabilities of a specific Compartment as well as the income and expenses which are related thereto shall be attributed to that Compartment. Assets or liabilities which cannot be attributed to any particular Compartment shall be allocated to all the Compartments *pro rata* to their respective Net Asset Values. The proportion of the total net assets attributable to each Compartment shall be reduced as applicable by the amount of any distribution to Shareholders and by any expenses paid.

The latest net asset values and/or market prices of the Fund and/or the Shares, as the case may be, are available at the registered office of the Fund.

Any reference to the Manager above shall be read as a reference to the Manager acting in consultation with or subject to the approval of the Board where applicable.

7.2 Suspension of the Calculation of the Net Asset Value

The Fund may decide to temporarily suspend the calculation of the Net Asset Value of one or more Compartments and may further decide in such a case to suspend the issue, redemption and switch of Shares of such Compartment(s) in any of the following events:

- (a) during any period when any one of the stock exchanges or other principal markets on which a substantial portion of the assets of the Fund attributable to such Compartment(s), from time to time, is quoted or dealt in is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended provided that such restriction or suspension affects the valuation of the investments of the Fund attributable to such Compartment(s) quoted thereon; or
- (b) during any period when, as a result of political, economic, military or monetary events or any circumstances (including cases of *force majeure*) outside the control, responsibility and power of the Board, or the existence of any state of affairs which constitutes an emergency in the opinion of the Board, disposal or valuation of the assets held by the Fund attributable to such Compartment(s) is not reasonably practicable without this being detrimental to the interests of Shareholders, or if in the opinion of the Board, the issue and, if applicable, redemption prices cannot fairly be calculated; or



- (c) during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the Fund attributable to such Compartment(s) or the current prices or values on any stock exchanges or other markets in respect of the assets attributable to such Compartment(s); or
- (d) during any period when dealing the units/shares of an investment vehicle in which the concerned Compartment(s) may be invested are restricted or suspended; or, more generally, during any period when remittance of monies which will or may be involved in the realisation of, or in the payment for any of the concerned Compartment(s)' investments is not possible; or
- (e) when, as a result of currency restrictions or restrictions on the movement of capital, transactions for the Fund are rendered impracticable, or purchases or sales of the Fund's assets cannot be carried out at normal rates of exchanges; or
- (f) during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of Shares of such Compartment(s) or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares of the Fund cannot, in the opinion of the Board, be effected at normal exchange rate; or
- (g) from the time of publication of a notice convening an extraordinary general meeting of Shareholders for the purpose of winding up the Fund or any Compartment(s), or merging the Fund or any Compartment(s), or informing the Shareholders of the decision of the Board to terminate or merge any Compartment(s); or
- (h) when for any other reason, the prices of any investments owned by the Fund attributable to such Compartment cannot be promptly or accurately ascertained; or
- (i) during any other circumstance where a failure to do so might result in the Fund, any of its Compartments or its Shareholders incurring any liability, pecuniary disadvantages or any other detriment which the Fund, the Compartment or its Shareholders might so otherwise not have suffered; or
- (j) during any period when in the opinion of the Board there exist circumstances outside of the control of the Fund where it would be impracticable or unfair towards the Shareholders to continue dealing in Shares of the concerned Compartment(s) or Class(es) of the Fund.

Notice of the suspension shall be given by the Fund to all the Shareholders affected, i.e. having made an application for subscription, redemption or switch of Shares for which the calculation of the Net Asset Value has been suspended.

In the event of suspension of the calculation of the Net Asset Value of the relevant Compartment, the suspension notice sent to the Shareholders may grant the right to withdraw their application. If no such notice is received by the Fund, such application will be dealt with as the case may be on the first subscription Day, redemption or switch day following the end of the period of suspension.

The Fund may decide to apply the above rules at the level of one or more Classes, *mutatis mutandis*.

7.3 Swing Pricing Mechanism

Portfolio transactions are liable to generate expenses as well as a difference between the trading price and the valuation of investments. To protect the Fund's existing Shareholders, it is the Fund's policy that Shareholders entering or exiting have to bear the impacts of these negative effects.

If on any Valuation Day the aggregate transactions in Shares of any Compartment result in a net increase or decrease in net assets which exceeds a certain percentage of total net assets (the "**threshold**"), as established by the Board, the Net Asset Value of the relevant Compartment may be adjusted at the discretion of the Board when it considers that the adjustment is appropriate or required in view of the protection of the existing Shareholders in the relevant Compartment by an amount not exceeding 3% (the "**adjustment factor**"), unless otherwise provided for in an Annex, of that Net Asset Value, which reflects the estimated dealing costs that may be incurred by the Compartment and the estimated bid/offer spread of the assets in which the Compartment invests. For the avoidance of doubt such adjustment factor may be different between the Compartments.



The adjustment will be an addition when the net movement results in a net increase in total net assets of the Compartment. The adjustment will be a deduction when the net movement results in a net decrease in total net assets of the Compartment. The adjusted net asset value, if any, will be applicable to all subscriptions, redemptions or switches in Shares of the relevant Compartment on that Valuation Day and will not take into account specific investor transaction.

The threshold would be set by the Board taking into account factors such as prevailing market conditions, estimated dilution costs and the size of the relevant Compartment. Any changes in the threshold or adjustment factor for a Compartment will be approved by the Board.

The Swing Pricing may be cumulative with the "Dilution Levy" as described in the paragraph below.

7.4 Dilution Levy

In certain exceptional circumstances such as, for example:

- › significant trading volumes, and/or
- › market disturbances, and/or
- › in any other cases when the Board deems, at its sole discretion, that the interest of the existing Shareholders (concerning issues/switches) or of the remaining Shareholders (concerning redemptions/switches) might be negatively affected,

the Board will be authorised to charge a dilution levy for a maximum of 5% of the value of the Net Asset Value on the issue, redemption and/or switch price.

In cases when it is charged, this dilution levy will equitably apply, as at a given Valuation Day, to all Investors of the relevant Compartment having sent a subscription/ redemption or switch request. It will be paid to the Compartment and will become an integral part of that Compartment.

The dilution levy thus applied will be calculated with reference in particular to market effects as well as to the dealing costs incurred for transactions on the underlying investments for the Compartment, including any applicable commissions, spreads and transfer taxes.

The dilution levy may be cumulative with the corrections to the net asset value as described in the paragraph "Swing Pricing" above.

8. MANAGEMENT AND ADMINISTRATION OF THE FUND

8.1 The Board

The Board is responsible for the management of the Fund, and in particular for defining and implementing the Fund's investment policy according to the general guidelines set out in this document.

The Board members shall be appointed by the general meeting of Shareholders. As per the Articles, Class A Shareholders, if any, have the right to propose to the general meeting of Shareholders a list of names of candidates for the position of directors of the Fund out of which a majority of the directors of the Fund must be appointed.

The Board may delegate, under its responsibility, certain tasks to third party service providers to assist the Board in the organisation and management of the Fund's investment portfolio.

8.2 Manager

Pictet Asset Management (Europe) S.A. (the "**Manager**") is the designated external AIFM (within the meaning of Article 4(1)(a) of AIFM Law) of the Fund.

Pictet Asset Management (Europe) S.A. is a company incorporated under Luxembourg law with registered office at 15 Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg. The Manager was incorporated for an unlimited period in Luxembourg on 16 June 1995 in the form of public limited liability company (*société*



anonyme), in accordance with the Company Law. It has been authorized as a management company and alternative investment fund manager and as such, provides collective portfolio management services to undertakings for collective investments.

The board of directors of the Manager comprises the following members:

- › Mr Cédric Vermesse (Chairman);
- › Mr Nicolas Tschopp;
- › Mr Luca di Patrizi; and
- › Mr Rolf Banz.

Description of duties

The Manager is, in accordance with the AIFM Law, responsible for the investment management function of the Fund, namely (a) the portfolio management function and (b) the risk management function.

In addition, the Manager is responsible for the function of administration and the function of marketing within the meaning of Appendix 1 of the AIFM Law and shall further act as domiciliary agent of the Fund.

The Manager may carry out any activities connected directly or indirectly to, and/or deemed useful and/or necessary for the accomplishment of its objectives, remaining, however, within the limitations set forth in, but to the furthest extent permitted by, the provisions of its governing laws and regulations.

The Manager may be assisted by one or more internal or external investment advisers of the Pictet Group whose mission is to advise the Manager on the Fund's investment opportunities.

All of the above duties are more fully described in the AIFM agreement, a copy of which is available at the registered office of the Manager.

Professional liability

In accordance with the requirements of Article 9.7 of the AIFM Directive, the Manager is holding additional own funds, which are appropriate to cover potential liability risks arising from professional negligence. More information regarding this cover may be obtained at the Manager's registered office.

Remuneration Policy

The Manager has established remuneration policies for those categories of staff, including senior management, risk takers, control functions, and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers whose professional activities have a material impact on the risk profile of the Manager or the Fund, that are consistent with and pro-mote a sound and effective risk management and do not encourage risk-taking which is inconsistent with the risk profiles of the Fund or with its Articles and which do not interfere with the obligation of the Manager act in the best interests of the Fund. The Manager remuneration policy, procedures and practices are designed to be consistent and promote sound and effective risk management. It is designed to be consistent with the Manager's business strategy, values and integrity, and long-term interests of its clients, as well as those of the wider Pictet Group. The Manager remuneration policy, procedures and practices also (i) include an assessment of performance set in a multi-year framework appropriate to the holding period recommended to the investors of the Fund in order to ensure that the assessment process is based on the longer-term performance of the Fund and its investment risks and (ii) appropriately balance fixed and variable components of total remuneration.

The details of the up-to-date remuneration policy of the Manager, including, but not limited to, a description of how remuneration and benefits are calculated, individuals responsible for awarding the remuneration and benefits, including, as the case may be, the composition of the remuneration committee, are available upon request at the Manager's registered office.



Delegation

The Manager is authorised to appoint delegates in relation to its functions in accordance with the AIFM Rules. Information about conflicts of interests that may arise from these delegations is available at the registered office of the Manager.

The Manager will monitor on a continued basis the activities of the third parties to which it has delegated functions. The agreement entered into between the Manager and the relevant third parties provide that the Manager can give at any time further instructions to such third parties, and that it can withdraw their mandates under certain circumstances.

Delegates are entitled to receive as remuneration for their services hereunder such fee payable as is set out in the relevant agreement or as may otherwise be agreed upon from time to time. Such fees are payable directly out of the assets of the relevant Compartments or by the Manager out of fees it receives from the Fund as described in the relevant Annex.

All delegations shall be carried out in accordance with the AIFM Rules.

8.3 Investment Managers

The Manager may delegate the portfolio management function, with respect to certain Compartments, as further set out in the relevant Annex(es).

8.4 Advisory Committee

The Manager may be assisted by one or more advisory committee(s), the details of which shall (where applicable) be disclosed in the relevant Annex.

8.5 Distributor

The Manager will in principle act as the Fund's Distributor.

The Manager may however conclude distribution agreements for the purpose of distributing the Shares of the Fund with any professional agent, particularly banks, insurance companies, "internet supermarkets", independent managers, brokers, management companies or any other institution whose primary or secondary activity is the distribution of investment funds and customer service. The list of distributors, if any, appointed by the Manager is available at the registered office of the Manager.

8.6 Depositary

The depositary of the Fund within the meaning of, and appointed pursuant to, Article 21 of the AIFM Directive and Article 5 of the Law is BNP Paribas Securities Services, Luxembourg Branch.

BNP Paribas Securities Services Luxembourg is a branch of BNP Paribas Securities Services SCA, a wholly-owned subsidiary of BNP Paribas SA. BNP Paribas Securities Services SCA is a licensed bank incorporated in France as a *Société en Commandite par Actions* (partnership limited by shares) under No.552 108 011, authorised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) and supervised by the *Autorité des Marchés Financiers* (AMF), with its registered address at 3 rue d'Antin, 75002 Paris, acting through its Luxembourg Branch, whose office is at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg, and is supervised by the *Commission de Surveillance du Secteur Financier*. BNP Paribas Securities Services, Luxembourg Branch was created on 22 April 2002.

8.6.1 Description of duties

The Depositary has been entrusted with the following three (3) main duties:

- › monitoring of the Fund's cash;



- › safe-keeping of the Fund's assets; and
- › oversight of certain transactions and operation related to the Compartments.

The main duties referred to in the foregoing paragraph, as well as any additional duties which the Depositary has been entrusted with, are more fully described in the depositary agreement, a copy of which is available at the registered office of the Fund, and in the AIFM Rules.

8.6.2 Delegation

The Depositary has delegated certain of its safe-keeping functions to some prime brokers.

8.6.3 Loss of financial instruments

According to the AIFM Rules, once a loss of a financial instrument to be held in custody by the Depositary is ascertained, it must be notified immediately to Shareholders in a durable medium.

8.7 Administrative Agent

The Manager has appointed BNP Paribas Securities Services, Luxembourg Branch (more fully described above) as Administrative Agent. In its capacity as such, BNP Paribas Securities Services, Luxembourg Branch is responsible for, calculating the Net Asset Value per Share and other general functions as more fully described in the administration agreement, a copy of which is available at the registered office of the Fund.

8.8 Transfer, Registrar and Paying Agent

The Manager has appointed FundPartner Solutions (Europe) S.A., as Transfer, Registrar and Paying Agent. In its capacity as such, FundPartner Solutions (Europe) S.A. is responsible for processing of the issue (registration), redemption and switch of the Shares and settlement arrangements thereof, assisting the Board in verifying that Investors qualify as Eligible Investors under the Law and keeping the register of the Fund's Shareholders and maintaining the records.

FundPartner Solutions (Europe) S.A. is a *société anonyme* (public limited liability company) with registered office at 15, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg,

8.9 Approved Statutory Auditor

Deloitte Audit S.à r.l. has been appointed as Approved Statutory Auditor of the Fund and will audit the Fund's annual financial statements.

8.10 Shareholders' Rights against Service Providers

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

9. FEES AND EXPENSES

Service fee, management fee and Depositary fees are charged to a Class of Shares within a Compartment in proportion to its net assets and are calculated on the average of the Net Asset Value of these Classes of Shares.

9.1 Service Fee

A service fee will be paid to the Manager in consideration for the services provided by it to the Fund. This fee will also enable the Manager to remunerate the Administrative Agent and the Transfer, Registrar and Paying Agent.

The Manager will also receive management fees from the Compartments and, in some cases, performance fees out of which it will remunerate the investment managers (if any), the investment advisers (if any) and the distributors appointed by the Manager (if any) in accordance with applicable laws and regulations.



9.2 Depositary Fees

The Depositary is entitled to receive out of the assets of each Compartment fees calculated in accordance with normal banking practice in Luxembourg.

In addition, it is entitled to be reimbursed by the Fund for its reasonable out-of-pocket expenses properly incurred in carrying out its duties as such and for the charges of any correspondents.

All the above charges are subject to review from time to time.

9.3 Formation and launching expenses of the Funds and of new Compartments

The total costs and expenses of establishing the Fund will be borne by the initial Compartment and will be amortized over a period not exceeding 5 years.

The expenses incurred by the Fund in relation to the launch of new Compartments will be borne by, and payable out of the assets of, those Compartments and may be amortized over a period not exceeding five years.

9.4 Other Fees and Expenses of the Fund

The Fund may be charged with the costs and expenses relating to the operation of the Fund and its business, assets and affairs and notably, but not limited to the costs and expenses relating to (i) all transactions carried out by it or on its behalf including, but not limited to, expenses relating to committed investments, implemented or not, all expenses and costs incurred with respect to the acquisition, holding, sale or proposed sale maintenance, monitoring of and divestment from any of the Fund's investments, including as appropriate any transfer taxes and registration costs and other taxes, fees or other governmental charges levied against the Fund in connection therewith, due diligence, technical and other consultants, advisors and service providers appointed in relation with the investments and assets of the Fund, including loans servicing fees, fees and expenses in the context of bankruptcy or credit event at the level of target issuers and (ii) the administration of the Fund, including (a) the charges and expenses of legal advisers, and the Approved Statutory Auditor(s), (b) brokers' commissions (if any) and any issue or transfer taxes chargeable in connection with any securities transactions, (c) all taxes and corporate fees payable to governments or agencies, (d) interest on borrowings and hedgings, (e) communication expenses with respect to investors services and all expenses of meetings of Shareholders and of preparing, printing and distributing financial and other reports, proxy forms, prospectuses and similar as well as all communication with the Investors, (f) the cost of insurance (if any), (g) litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business, being *inter alia* the cost of obtaining and maintaining the listing of the Shares, as the case may be and marketing and promotional expenses, (h) expenses related to maintaining the Fund's and records (iii) all other organisational and operating expenses.

For the avoidance of doubt, the above costs and expenses can be charged directly to the Fund or be indirectly borne by the Fund via a subsidiary or via a re-invoicing of the Fund by a third party, typically one of its service providers.

9.5 Other Fees and Expenses of the Compartments

Each Compartment will bear the specific fees and expenses provided for in the relevant Annex.

10. DISTRIBUTION POLICY

Distributions may be made under the form of redemption of Shares, dividends or otherwise, as determined by the Board and in accordance with the provisions of the Issuing Document and the Articles. In particular, distributions made by redemption of Shares will be subject to the provisions of Section 6.8 "Redemption of Shares" of the Part I of this Issuing Document.

In each Class within each Compartment, the Board may, in its discretion, issue capitalisation Shares and distribution Shares. The Board reserves the right to introduce a distribution policy that may vary between Compartment and Classes of shares in issue.



Distribution Shares may pay a dividend to their holders whereas capitalisation Shares capitalise their entire earnings.

Any revenue attributable to capitalisation Shares will not be distributed but rather invested in the Class of Shares concerned.

No distribution may be made if, as a result, the Net Asset Value of the Fund would fall below the equivalent of Euro 1,250,000.

Interim dividends may be distributed as the Board may determine in compliance with the Law.

Dividends and interim dividends not claimed within five years of the date of payment will lapse and will return to the Compartment concerned.

11. TAXATION IN LUXEMBOURG

The following information is based on the laws, regulations, decisions and practice currently in force in Luxembourg and is subject to changes therein, possibly with retrospective effect. This tax section is a short summary of certain Luxembourg tax principles that may be or may become relevant with respect to the investments in the Fund. IT DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION OF ALL LUXEMBOURG TAX LAWS AND CONSIDERATIONS THAT MAY BE RELEVANT TO A DECISION TO INVEST IN, OWN, HOLD, OR DISPOSE OF SHARES. IT DOES NOT CONSTITUTE AND SHOULD NOT BE CONSIDERED AS TAX ADVICE TO ANY PARTICULAR INVESTOR OR POTENTIAL INVESTOR. Prospective investors should consult their own professional advisers as to the implications of buying, holding or disposing of Shares and to the provisions of the laws of the jurisdiction in which they are subject to tax. This summary does not describe any tax consequences arising under the laws of any state, locality or other taxing jurisdiction other than Luxembourg.

11.1 Taxation of the Fund

The Fund is subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.01% per annum based on its net asset value at the end of the relevant quarter, calculated and paid quarterly.

However, subscription tax exemption is applicable to:

- › the portion of the Fund's assets invested in other Luxembourg UCIs subject themselves to the subscription tax;
- › the Fund as well as its individual Compartments (i) whose sole object is the collective investment in money market instruments and the placing of deposits with credit institutions, and (ii) the weighted residual portfolio maturity does not exceed 90 days, and (iii) that has obtained the highest possible rating from a recognised rating agency;
- › the Fund as well as its individual Compartments, the Shares of which are reserved for (i) institutions for occupational retirement provision, or similar investment vehicles, set up on one or more employers' initiative for the benefit of their employees; and (ii) companies of one or more employers investing funds they hold in order to provide retirement benefits to their employees; and
- › The Fund as well as its Compartments whose investment policy provides that at least 50% of their assets shall be invested in one or several microfinance institutions.

11.2 Withholding tax

Investor withholding tax

Distributions by the Fund as well as liquidation proceeds and capital gains derived therefrom are made free and clear from withholding tax in Luxembourg.

Withholding tax in source countries

Interest and dividend income received by the Fund may be subject to non-recoverable withholding tax in the source



countries. The Fund may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of the Investments. However, the Fund benefits from certain double tax treaties entered into by Luxembourg providing for an exemption withholding tax or a reduction of withholding tax.

11.3 Taxation of the Shareholders

Luxembourg resident corporate Shareholder may be subject to corporate income tax, municipal business tax and an employment fund surcharge at ordinary rates, in respect of income or gains derived from the Shares.

Shareholders not domiciled, resident or not having a permanent establishment or permanent representative in Luxembourg for taxation purposes are not subject to Luxembourg taxation on income or gains derived from the Shares except for those, not protected by a tax treaty, who hold more than 10% of Shares in the Fund and have their interest in the Fund redeemed less than 6 months after its acquisition in respect of gains derived from the Shares.

Prospective investors should consult their own professional advisers as to the implications of buying, holding or disposing of Shares and to the provisions of the laws of the jurisdiction in which they are subject to tax.

11.4 Automatic Exchange of Information

CRS

The Organisation for Economic Co-operation and Development ("**OECD**") has developed a common reporting standard ("**CRS**") to achieve a comprehensive and multilateral automatic exchange of information on a global basis.

On 29 October 2014, Luxembourg signed the OECD's multilateral competent authority agreement ("**Multilateral Agreement**") to automatically exchange information under the CRS. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation ("**DAC2**") was adopted to implement the CRS among the EU Member States. The CRS and the DAC2 were implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation ("**CRS Law**").

The CRS Law requires Luxembourg financial institutions to identify their financial account holders (including certain entities and their controlling persons) and establish if they are fiscally resident in (i) an EU Member State other than Luxembourg or (ii) a jurisdiction which has signed the Multilateral Agreement and which is identified in the list of reportable jurisdictions published by Grand Ducal Decree ("**CRS Reportable Accounts**"). The first official list of CRS reportable jurisdictions was published on 24 March 2017 and is updated from time to time. Luxembourg financial institutions will then report the information on such CRS Reportable Accounts to the Luxembourg tax authorities (*Administration des Contributions Directes*), which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

However, the reporting obligations are not required in case the Fund can rely on a specific exemption contained in the CRS Law. In this respect, the Fund expects to be treated as a Exempt Collective Investment Vehicle within the meaning of the CRS Law, given that all of the Shares are expected to be held by or through CRS Eligible Investors. Accordingly, the Fund should not be required to report information on its Shareholders and their investment in the Fund under the CRS Law.

To ensure that the Fund regularly satisfies the aforementioned investors' restrictions, Shareholders may be requested to provide the Fund with the information, along with the required supporting documentary evidence.

CRS Law

In this context, the Shareholders acknowledge that (i) the Fund is responsible for the treatment of the personal data provided for in the CRS Law; (ii) the personal data will inter alia be used for the purposes of the CRS Law; (iii) the personal data may be communicated to the Luxembourg tax authorities (*Administration des Contributions*



Directes) and to the tax authorities of CRS reportable jurisdictions; (iv) responding to CRS-related questions is mandatory; and (v) the Shareholders have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

The Shareholders undertake to inform the Fund within thirty (30) days of receipt of any statement that would affect its status including inaccurate personal data. The Shareholders further undertake to immediately inform the Fund of, and provide the Fund with all supporting documentary evidence of any changes related to the information after occurrence of such changes. Any Shareholder that fails to comply with the Fund's information or documentation requests may be held liable for any penalties imposed on the Fund and attributable to such Shareholder's failure to provide the documentation.

In case the Non-Reporting Financial Institution status of the Fund changed to a Reporting Financial Institution status, the Shareholders will be notified of the change and the Prospectus amended accordingly.

Despite anything else herein contained and as far as permitted by CRS Law, the Fund shall have the right to report information regarding a Shareholder and his/her/its account holding in the Fund to the Luxembourg tax authorities (*Administration des Contributions Directes*) if such an account is deemed a CRS Reportable Account under the CRS Law.

The Fund reserves the right to refuse any application for Shares if it would result from the information provided by a potential investor that it would not meet the eligibility criteria mentioned above.

Prospective investors should consult their professional advisor on the individual impact of the CRS.

DAC6

On 25 May 2018, the EU Council adopted a directive (2018/822 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation) that imposes a reporting obligation on parties involved in transactions that may be associated with aggressive tax planning ("**DAC6**").

More specifically, the reporting obligation will apply to cross-border arrangements that, among others, satisfy one or more "hallmarks" provided for in DAC6 (the "**Reportable Arrangements**").

In the case of a Reportable Arrangement, the information that must be reported includes the name of all relevant taxpayers and intermediaries as well as an outline of the Reportable Arrangement, the value of the Reportable Arrangement and identification of any member states likely to be concerned by the Reportable Arrangement.

The reporting obligation in principle rests with persons that design, market or organise the Reportable Arrangement and professional advisors (intermediaries). However, in certain cases, the taxpayer itself can be subject to the reporting obligation.

The information reported will be automatically exchanged between the tax authorities of all Member States.

DAC6 must be implemented in the domestic laws of the Member States by 31 December 2019 and will only apply from 1 July 2020 with the first reporting deadline being 31 August 2020. However, at that time, it will be necessary to report the Reportable Arrangements the first step of which was implemented between 25 June 2018 and 1 July 2020.

In light of the broad scope of DAC6, transactions carried out by the Fund may fall within the scope of DAC6 and thus be reportable (subject however to the way DAC6 will be implemented into national laws).

11.5 FATCA

The Foreign Account Tax Compliance Act ("**FATCA**") requires financial institutions outside the U.S. ("foreign financial institutions" or "**FFIs**") to pass information about "Financial Accounts" held by "Specified U.S. Persons", directly



or indirectly, to the U.S. tax authorities (the Internal Revenue Service, "IRS") on an annual basis. A 30% withholding tax is imposed on certain U.S. source income of any FFI that fails to comply with this requirement.

On 28 March 2014, the Grand Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("**Luxembourg IGA**") with the United States of America and a memorandum of understanding in respect thereof. The Fund would hence have to comply with this Luxembourg IGA as implemented into Luxembourg law by the Law of 24 July 2015 relating to FATCA ("**FATCA Law**") in order to comply with the provisions of FATCA rather than directly complying with the U.S. Treasury Regulations implementing FATCA. Under the FATCA Law and the Luxembourg IGA, the Fund may be required to collect information aiming to identify its financial account holders (including certain entities and their controlling persons) that are Specified U.S. Persons for FATCA purposes ("**FATCA Reportable Accounts**"). Any such information on FATCA Reportable Accounts provided to the Fund will be shared with the Luxembourg tax authorities (*Administration des Contributions Directes*) which will exchange that information on an automatic basis with the IRS.

However, the reporting obligations are not required in case the Fund can rely on a specific exemption contained in the Luxembourg IGA. In this respect, the Fund expects to be treated as a Non-Reporting Financial Institution under the Collective Investment Vehicle category within the meaning of the Luxembourg IGA, given that all of the Shares are expected to be held by or through FATCA Eligible Investors. Accordingly, the Fund should not be required to report information on its Shareholders and their investment in the Fund under the Luxembourg IGA.

To ensure that the Fund regularly satisfies the aforementioned investors' restrictions, Shareholders may be requested to provide the Fund with the information, along with the required supporting documentary evidence.

In this context, the Shareholders acknowledge that (i) the Fund is responsible for the treatment of the personal data provided for in the FATCA Law; (ii) the personal data will inter alia be used for the purposes of the FATCA Law; (iii) the personal data may be communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*) and to the IRS; (iv) responding to FATCA-related questions is mandatory; and (v) the Shareholders have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

The Shareholders undertake to inform the Fund within thirty (30) days of receipt of any statement that would affect its status including inaccurate personal data. The Shareholders further undertake to immediately inform the Fund of, and provide the Fund with all supporting documentary evidence of any changes related to the information after occurrence of such changes. Any Shareholder that fails to comply with the Fund's information or documentation requests may be held liable for any taxes or penalties imposed on the Fund and attributable to such Shareholder's failure to provide the documentation.

In case the Non-Reporting Financial Institution status of the Fund changed to a Reporting Financial Institution status, the Shareholders will be notified of the change and the Prospectus amended accordingly.

Despite anything else herein contained and as far as permitted by Luxembourg FATCA Law, the Fund shall have the right to:

- (a) request information or documentation, including W-9 or W-8 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of a Shareholder's FATCA registration with the IRS or a corresponding exemption, in order to ascertain that Shareholder's FATCA status;
- (b) report information concerning a Shareholder and his/her/its account holding in the Fund to the Luxembourg tax authorities (*Administration des Contributions Directes*) if such account is deemed a FATCA Reportable Account under the FATCA Law and the Luxembourg IGA;
- (c) report information to the Luxembourg tax authorities (*Administration des Contributions Directes*) concerning payments to Shareholders with FATCA status of a Non-Participating FFI;
- (d) deduct applicable U.S. withholding taxes from certain payments made to a Shareholder by or on behalf of the Fund in accordance with FATCA, the FATCA Law and the Luxembourg IGA; and



- (e) divulge any such personal information to any immediate payer of certain U.S. source income as may be required for withholding and reporting to occur with respect to the payment of such income.

The Fund reserves the right to refuse any application for Shares if it would result from the information provided by a potential investor that it would not meet the eligibility criteria mentioned above.

Prospective investors should consult their professional advisor on the individual impact of FATCA.

12. GENERAL INFORMATION

12.1 Reports

The financial year of the Fund ends on 31 December in each year and for the first time on 31 December 2020.

Audited financial statements of the Fund will be prepared in EUR in accordance with Luxembourg generally accepted accounting principles (for the first time with respect to the financial year ending on 31 December 2020) and will be available to Shareholders within six months from the end of the period to which they relate.

The Board may decide to issue separate annual report for each Compartment.

Copies of the latest annual report will be sent free of charge on request.

12.2 Meetings of Shareholders

The annual general meeting of Shareholders of the Fund will be held at the registered office of the Fund in Luxembourg within 6 months following the end of the last financial year.

Other general meetings of Shareholders may be held in accordance with the Articles and Luxembourg laws.

General meetings of the Shareholders of a Compartment may be held upon proposal of the Board with respect to matters specific to such Compartment.

Except as otherwise required by applicable law or stipulated in the Articles, resolution at a meeting of Shareholders will be passed by a simple majority of votes casts.

The Board may suspend the right to vote of any Shareholder which does not fulfil its obligations under the Articles or any document (including any applications Subscription Form) stating its obligations towards the Fund and/or the other Shareholders. Any Shareholder may undertake (personally) to not exercise his voting rights on all or part of his Shares, temporarily or indefinitely.

Any Shareholder may also individually decide not to exercise, temporarily or definitively, its voting right on all or part of its Shares. Such a Shareholder is bound by such waiver which is enforceable towards the Company from the date of its notification.

In case the voting rights of one or more Shareholders are suspended or waived, such Shareholders shall be convened and may attend the general meeting but their Shares shall not be taken into account for determining whether the quorum and majority requirements are satisfied.

12.3 Procedures for amending the Issuing Document

Should any amendments of the Issuing Document entail an amendment of the Articles or require the decision to be made by the general meeting of Shareholders of the Fund or of one or several Compartments, such decision shall be passed by a resolution of an extraordinary general meeting of Shareholders in accordance with the form, quorum and majority requirements set forth in the Articles and in compliance with Luxembourg laws and regulations.

The Board is also authorised to amend any other provision of the Issuing Document, provided such changes are not



material to the structure and/or operations of the Fund and its Compartments and are beneficial or at least not detrimental to the interests of the Shareholders of the Fund, any Compartment or any Class, as the case may be, as determined by the Board at its sole but reasonable discretion. In such case, the Issuing Document will be amended and the Shareholders will be informed thereof, for their information purposes only. For the avoidance of doubt, Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to such changes becoming effective. As a matter of example, this Issuing Document may notably be amended by the Fund without the consent of the Shareholders if such amendment is intended:

- (a) to acknowledge the change of the name of the Fund and/or to change the name of any Compartment;
- (b) to acknowledge any change of the Depository, domiciliary, Administrative Agent, Transfer, Registrar and Paying Agent, or the Approved Statutory Auditor;
- (c) to implement any amendment of the law and/or regulations applicable to the Fund, the Manager and their respective affiliates;
- (d) as the Board determines in good faith to be advisable in connection with legal, tax, regulatory, accounting or other similar issues affecting one or more of the Shareholders, so long as such amendment does not materially and adversely affect the Shareholders, as determined by the Board in its sole discretion;
- (e) to correct any printing, typing or secretarial error and any omissions, provided that such amendment not adversely and significantly affect the interests of the Shareholders or reflect or update any factual information;
- (f) to make any other change which is for the benefit of, or not materially adverse to the interests of the Shareholders of the Fund; and
- (g) to reflect the creation of additional Compartments within the Fund.

The Board is authorised to make other amendments to the provisions of the Issuing Document (such as the change of the fee structure of the Fund or the Compartment), provided that such changes shall only become effective and the Issuing Document amended accordingly to the extent the procedures set forth below have been complied with (unless otherwise provided for in the Annex):

- (i) in an open-ended Compartment, provided that there is sufficient liquidity, all Shareholders of such Compartment, or of the relevant Class in cases where such amendments are only applicable to one or certain Class(es), have been offered a cost-free redemption of their Shares within a one (1) month period from the sending of such notice. Such changes shall become effective only after the expiry of this one-month period; or
- (ii) in a closed-ended Compartment or in the event that the cost-free redemption is not possible because the assets of the Compartment are illiquid, the Shareholders shall not have a right to request cost-free redemption of their Shares and the Board shall seek a prior approval of such amendments by a decision of the general meeting of Shareholders taken in writing or at a general meeting as the Board shall determine on a case-by-case basis and such decision shall be passed with at least 50% of the votes attached to all Shares issued by the Fund (or where applicable, in the relevant Compartment or Class) and validly casting a vote.

If the laws and regulations applicable to the Fund or having an impact on the Fund's operation change (either at Luxembourg level or European level and such changes require compulsory amendment to the structure of the Fund or its operations, then the Board shall be authorized to amend any provision of this Issuing Document. In such case, and provided that such compulsory amendment to the structure or the operations of the Fund does not require the involvement of the general meeting of Shareholders of the Fund or the Compartment, then the Issuing Document will be updated and the Shareholders will be informed thereof, for their information purposes only without any other involvement in the decision making process prior to the effectiveness of the above mentioned amendment. For the avoidance of doubt, in this case, the Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to the changes becoming effective.



12.4 Risk management policy

The Manager has put in place a risk management policy, dealing among others with the liquidity risk management that will be available at its registered office.

12.5 Fair and preferential treatment

Whenever a Shareholder obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of Shareholders who obtained such preferential treatment and, where relevant, their legal or economic links with the Fund or the Manager will be made available at the registered office of the Fund within the limits required by the AIFM Law.

12.6 Conflict of interest

Where organisational arrangements made by the Fund to identify, prevent, manage and monitor conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to Investors' interests will be prevented, the Fund must clearly disclose the general nature or sources of conflicts of interest to the Investors before undertaking business on their behalf, and develop appropriate policies and procedures.

Investors are informed that, by the sole fact of soliciting an investment or, a fortiori, investing in the Fund, they acknowledge and consent that the information to be disclosed as per the above is provided at the registered office of the Fund and that this information will not be addressed personally to them.

The Manager has put in place a conflict of interest policy that will be available at its registered office.

12.7 Historical performances

If any Fund's historical performance is required to be produced by the Manager with respect to the Fund it will be made available at the registered office of the Fund.

12.8 Personal Data Protection

Any information concerning Investors who are natural persons and other related natural persons (together the "**Data Subjects**") which allows the Data Subjects to be directly or indirectly identified (the "**Data**"), which is provided to, or collected by or on behalf of, the Fund and the Manager (directly from Data Subjects or from publicly available sources) will be processed by the Fund acting through its Manager as data controller (the "**Controller**" – which can be contacted through the compliance officer of the Manager, 15, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg) in compliance with applicable data protection laws, in particular Regulation (EU) 2016/679 of 27 April 2016.

A data protection officer has been appointed (the "**DPO**") who can be contacted at: europa-data-protection@pictet.com.

Failure to provide certain Data may result in the Investor not being able to invest or maintain an investment in the Fund.

Data will be processed by the Controller and disclosed to, and processed by, service providers of the Controller such as the Depositary Bank, the Transfer, Registrar and Paying Agent, Administrative Agent, the Auditor, the Investment Manager, investment adviser (if any), the Distributor(s) and its/their appointed sub-Distributors, legal and financial advisers (the "**Processors**") for the purposes of (i) offering and managing investments and holdings of the Shareholders and performing the services related to their Shareholding in the Fund (ii) enabling the Processors to perform their services for the Fund, or (iii) complying with legal, regulatory and/or tax (including FATCA/CRS) obligations (the "**Purposes**").

As part of the Purposes, Data may also be processed for the purpose of direct marketing activities (by means of electronic communication), notably for providing Data Subjects with general or personalised information about investment opportunities, products and services proposed by or on behalf of the Fund, its service providers, delegates and business partners. The legal basis for the processing of Data in the context of such marketing activities will be either the legitimate interests of the Fund (propose new investments opportunities to Investors) or, in particular if required by law, the consent of the Data Subjects for the relevant marketing activities.

The Processors shall act as processors on behalf of the Controller and may also process Data as controllers for their



own purposes.

Any communication (including telephone conversations) (i) may be recorded by the Controller and the Processors in compliance with all applicable legal or regulatory obligations and (ii) will be retained for a period of 10 years from the date of the recording.

Data may be transferred outside of the European Union (the "EU"), to countries whose legislation does not ensure an adequate level of protection as regards the processing of personal data.

Investors providing the Data of third-party data subjects to the Controller need to ensure that they have obtained the authority to provide that Data and are therefore required to inform the relevant third-party data subjects of the processing of the Data and their related rights. If necessary, Investors are required to obtain the explicit consent of the relevant third-party data subject for such processing.

Data of Data Subjects will not be retained for longer than necessary with regard to the Purposes, in accordance with applicable laws and regulations, subject always to applicable legal minimum retention periods.

The Investors have certain rights in relation to the Data relating to them, including the right to request access to such Data, or have such Data rectified or deleted, the right to ask for the processing of such Data to be restricted or to object thereto, the right to portability, the right to lodge a complaint with the relevant data protection supervisory authority, or the right to withdraw any consent after it was given.

Detailed information about how Data is processed is contained in the privacy notice available at <https://www.group.pictet/privacynotice> or on demand by contacting the DPO (europe-data-protection@pictet.com). The privacy notice notably sets out in more detail the data subjects' rights described above, the nature of the Data processed, the legal bases for processing, the recipients of the Data and the safeguards applicable for transfers of Data outside of the EU.

The Investors' attention is drawn to the fact that the data protection information is subject to change at the sole discretion of the Controller, and that they will be duly informed prior to the implementation of any change.

12.9 Securities Financing Transactions

If the Fund or any of its Compartments uses securities financing transactions as defined in Regulation (EU) 2015/2365 on transparency of securities financing transaction and of reuse and amending Regulation (EU) No 648/2012 (the "**SFT Regulation**") all the information required by the SFT Regulation will be available at the registered office of the Manager.

12.10 Liquidation of the Fund – Liquidation or Amalgamation of Compartments

12.10.1 Liquidation of the Fund

The Fund has been established for an unlimited period. However, the Fund may, at any time, be liquidated by a resolution of the general meeting of Shareholders taken in the same conditions that are required by law to amend the Articles. The Board may propose at any time to the Shareholders to liquidate the Fund. Any decision to liquidate the Fund will be published in the RESA.

As soon as the decision to liquidate the Fund is taken, the issue, redemption or switch of Shares in all Compartments is prohibited and shall be deemed void.

The liquidation of the Fund will be conducted by one or more liquidators, who may be individuals or legal entities and who will be appointed by a meeting of Shareholders. This meeting will determine their powers and compensation.

Any liquidation of the Fund shall be carried out in accordance with the provisions of the Regulations which specify the steps to be taken to enable Shareholders to participate in the distribution of the liquidation proceeds and provides upon finalisation of the liquidation that the assets be deposited in escrow with the *Caisse de Consignation* to be held for the benefit of the relevant Shareholders. Amounts not claimed from escrow within the relevant prescription period will be liable to be forfeited in accordance with the provisions of the Regulations.



12.10.2 Liquidation or Amalgamation of Compartments

The Compartments may be established for a limited or unlimited period, as specified in the relevant Annex.

If the net assets of any Compartment or Class fall below or do not reach an amount determined by the Board at its discretion, to be the minimum level for such Compartment or such Class to be operated in an economically efficient manner or if a change in the economic, monetary or political situation relating to the Compartment or Class concerned justifies it or in order to proceed to an economic rationalisation, the Board has the discretionary power to liquidate such Compartment or Class by compulsory redemption of Shares of such Compartment or Class at the Net Asset Value per Share (but taking into account actual realisation prices of investments and realisation expenses). The decision to liquidate will be published by the Fund prior to the effective date of the liquidation and the publication will indicate the reasons for, and the procedures of, the liquidation operations. Unless the Board decides otherwise in the interest of, or in order to ensure equal treatment of, the Shareholders, the Shareholders of the Compartment or Class concerned may continue to request redemption or switch of their Shares free of redemption or switch charges (but taking into account actual realisation prices of investments and realisation expenses).

Notwithstanding the powers conferred to the Board by the preceding paragraph, a general meeting of Shareholders of any Compartment or Class may, upon proposal from the Board and with its approval, approve the redemption of all the Shares of such Compartment or Class and decide to refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses). There shall be no quorum requirements for such a general meeting of Shareholders at which resolutions shall be adopted by simple majority of the votes cast.

Assets which could not be distributed to the relevant Shareholders upon the conclusion of the liquidation of a Compartment or Class will be deposited with the *Caisse de Consignation* to be held for the benefit of the relevant Shareholders. Amounts not claimed will be forfeited in accordance with the Regulations.

Upon the circumstances provided for under the second paragraph of this Section Liquidation or Amalgamation of Compartments, the Board may decide to allocate the assets of any Compartment to those of another existing Compartment within the Fund or to another undertaking for collective investment ("**UCI**"), or to another sub-fund within such other UCI (the "**new Compartment**") and to re-designate the Shares of the Compartment concerned as Shares of the new Compartment (following a split or consolidation, if necessary and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be notified to the Shareholders concerned (and, in addition, the notification will contain information in relation to the new Compartment), one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption or switch of their Shares, free of charge, during such period. After such period, the decision commits the entirety of Shareholders who have not used this possibility, provided however that, if the amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type ("**fonds commun de placement**") or a foreign based undertaking for collective investment, such decision shall be binding only on the Shareholders who are in favour of such amalgamation.

Notwithstanding the powers conferred to the Board by the preceding paragraph, a contribution of the assets and liabilities attributable to any Compartment to another Compartment of the Fund to another UCI, or to another sub-fund within that UCI, may be decided upon by a general meeting of the Shareholders, upon proposal from the Board and with its approval, of the contributing Compartment for which there shall be no quorum requirements and which shall decide upon such an amalgamation by resolution adopted by simple majority of the votes cast except when such amalgamation is to be implemented with a Luxembourg UCI of the contractual type ("**fonds commun de placement**") or a foreign based UCI, in which case resolutions shall be binding only on the Shareholders of the contributing Compartment who have voted in favour of such amalgamation.

12.11 Documentation

A copy of the Articles and the latest financial reports may be obtained from the Fund's registered office by the Shareholders without cost on request.



12.12 Queries and Complaints

Any person who would like to receive further information regarding the Fund including the strategy followed for the exercise of voting rights of the Fund, the conflict of interest policy, the best execution policy and the complaints handling policy or who wishes to make a complaint about the operations of the Fund should contact the Head of Compliance Officer of the Manager, *i.e.* Pictet Asset Management (Europe) S.A., 15, avenue J.F. Kennedy L-1855 Luxembourg, Grand Duchy of Luxembourg. The details of the active ownership policy are available at <https://am.pictet/-/media/pam/pam-common-gallery/article-content/2019/expertise/esg/active-ownership-re-port/active-ownership-policy.pdf>. The details of the complaints handling policy of the Manager and of the CSSF out-of-court complaint resolution procedure are available at <https://www.am.pictet/en/luxembourg/global-articles/2017/pictet-asset-management/complaint-resolution-procedure>.

12.13 Applicable Law and Jurisdiction

By applying for Shares, the relevant Investor agrees to be bound by the terms and conditions of the Subscription Form, the Issuing Document and the Articles. This contractual relationship is governed by Luxembourg laws. The Shareholders will be subject to the exclusive jurisdiction of the courts of Luxembourg to settle any dispute or claim arising out of or in connection with a Shareholder's investment in the Fund or any related matter.

According to Regulation (EU) 1215/2012 of 12 December 2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, a judgment given in a Member State shall, if enforceable in that Member State, in principle (a few exceptions are provided for in Regulation (EU) 1215/2012) be recognised in the other Member State without any special procedure being required and shall be enforceable in the other Member States without any declaration of enforceability being required.



PART II: COMPARTMENTS SPECIFICATIONS

Information contained in this part of the Issuing Document should be read in conjunction with the full text of the Part I. In case of discrepancy between Part I and Part II, Part II will prevail with respect to the relevant Compartment.



ANNEX I: PICTET ALT – DISTRESSED & SPECIAL SITUATIONS

1. DEFINITIONS

Unless otherwise defined below in this Annex or unless the context indicates otherwise, capitalised words and expressions in this Annex have the meaning ascribed to it in the Part II.

"Compartment"	means Pictet Alt – Distressed & Special Situations.
"Launch Date"	has the meaning set out under Section 8 (a) "Launch Date" of this Annex.
"Investment Manager "	means Pictet Asset Management Limited.
"Redemption Day"	has the meaning set out under Section 12 of this Annex "Redemption".
"Subscription Day"	has the meaning set out under Section 11 (b) "Subscription after the Initial Offer Period" of this Annex.
"Target Investments"	has the meaning set out under Section 3 6.6.1.2(b) "Investment Policy" of this Annex.

2. NAME OF THE COMPARTMENT

Pictet Alt - Distressed & Special Situations (in short " Distressed & Special Situations Fund " or the "**Compartment**").

3. INVESTMENT OBJECTIVE, STRATEGY AND POLICY

(a) Investment Objective

The Compartment's objective is to achieve long-term capital growth in absolute terms with a strong focus on capital preservation.

(b) Investment Policy

The Compartment principally invests in bonds (such as but not limited to corporate and/or sovereign and/or financial bonds, covered bonds and convertible bonds), and other related debt instruments such as corporate loans, (the "**Target Investments**"). The Compartment may be exposed without limitation to non-investment grade debt instruments, including distressed and defaulted instruments.

In addition to the above, the Compartment may also invest on an ancillary basis in equities and bankruptcy claims.

The Compartment follows a long/short investment strategy to benefit from turnaround / recovery situation with the objective of price appreciation. Long positions are coupled with short positions, which will be achieved by selling borrowed securities or using financial derivative instruments (amongst others credit default swaps on a single name or on an index, and equity derivatives).

For portfolio management, hedging and / or for efficient portfolio management purposes, the Compartment may use all types of financial derivative instruments traded on a regulated market and/or over the counter (OTC) provided they are contracted with leading financial institutions specialised in this type of transactions. In particular, the Compartment may take exposure through any financial derivative instruments such as but not limited to warrants, futures, options, swaps (including but not limited to total return swaps, contracts for difference, credit default swaps) and forwards on any underlying in line with the investment policy of the Compartment, including but not limited to, currencies (including non-deliverable forwards), interest rates, transferable securities, basket of transferable securities, indices (including but not limited to commodities, precious metals or volatility indices).



The Compartment may also enter into repurchase (or "repo") transactions and/or in reverse repurchase (or "reverse repo") transactions to lend out or borrow assets.

The investment process integrates ESG factors based on proprietary and third-party research to evaluate investment risks and opportunities. When selecting the Compartment's investments, securities of issuers with high sustainability risks may be purchased and retained in the Compartment's portfolio.

(c) Liquidity management

The assets of the Compartment which are not invested pursuant to the above policy shall be invested in liquid assets including but not limited to cash, money market instruments, shares / units of money market funds, or deposits.

These investments will be made on an ancillary basis and shall not be considered as the main objective of the Compartment.

(d) Currency risk management

The Compartment may utilise instruments such as forward contracts, currency options and other hedging strategies to seek to hedge against fluctuations in the relative values of its portfolio positions as a result of changes in currency exchange rates.

Classes that are not denominated in the reference currency of the Compartment may be hedged.

4. INVESTMENT RESTRICTIONS

The Compartment is subject to and shall conduct its investment operations in accordance with the principle of risk diversification and in particular the investment restrictions described in this Section 4.

The Compartment may depart from the diversification restrictions disclosed in this Section 4 for a period of up to twelve (12) months after its Launch Date, as defined below. If any of the percentages detailed below are exceeded as a result of the exercise of rights attaching to securities in the portfolio or otherwise than the making of investments, the situation shall be remedied taking due account of the interests of the Shareholders.

The Compartment may use securities financing transactions as defined in the SFT Regulation, including for the avoidance of doubt through the entry into repurchase transactions. The information to be disclosed to Investors in accordance with the SFT Regulation will be made available at the registered office of the Fund.

(a) General risk diversification

The Compartment may invest up to 30% of its net assets in securities of the same kind issued by the same issuer and may not be exposed to more than 30% of its net assets to a same entity through a loan agreement.

This restriction does not apply:

- to investments in securities issued or guaranteed by a member state of the OECD, its local authorities or supranational institutions and bodies of a European, regional or worldwide nature;
- to investments in investment vehicles which are subject to risk diversification requirements at least similar to those provided for in relation to investment vehicles ruled by the Law;

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

(b) Geographical diversification



The Compartment's investments will mainly be made in Europe.

Notwithstanding the above, the Compartment may also in addition invest in Target Investments located in any other regions of the world.

5. LEVERAGE AND BORROWING

Leverage means any method by which the Compartment's exposure may be increased, whether through the borrowing of cash or of any other assets, via derivatives or by any other means.

For the purpose of calculating the leverage of the Compartment:

Any reference to the "Commitment Method" is to be understood as referring to the commitment method used to calculate the leverage within the meaning of the AIFM Regulation and which allows to take into account netting arrangements, sums the value of all physical positions, the notionals of all derivative instruments, takes into account any leverage generated through securities lending or borrowing and reverse repurchase agreements, but excludes derivatives that are used within hedging arrangements and derivatives that do not generate any incremental leverage.

Any reference to the "Gross Method" is to be understood as referring to the gross method used to calculate the leverage within the meaning of the AIFM Regulation and which does not take into account netting and hedging arrangements, sums the value of all physical positions, the notionals of all derivative instruments, takes into account any leverage generated through securities lending or borrowing and reverse repurchase agreements, but excludes cash & cash equivalents held in the base currency of the Fund or of the Compartment.

At the date of this Issuing Document, the expected maximum level of leverage for the Compartment under the "Commitment Method" is 600% and the expected maximum level of leverage under the "Gross Method" is 1000%. Depending on market conditions, the leverage may be greater.

Investors should note that the maximum level of leverage set out above in respect of the Compartment is provided in accordance with the requirement of section 2 articles 6(11) of the AIFM Regulation.

The effective level of leverage of the Compartment is available upon request of Investors at the registered office of the Fund or of the Manager.

The Compartment is entitled to borrow up to 100% of its net assets with no restriction with respect to the intended use thereof.



6. CLASSES OF SHARES

At the date of this Issuing Document, the following Classes of Shares are available for subscription:

Classes of Shares	Activated	ISIN Code	Subsequent minimum subscription amount*	Initial minimum subscription amount*	Depositary Fee	Management Fee	Performance Fee	Service fee
I EUR	✓	LU2075342001	250,000.-	1,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	20%	Up to 0.30% of the NAV
E EUR	✓	LU2075342266	N/A	5,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	15%	Up to 0.30% of the NAV
J EUR	✓	LU2075342183	250,000.-	20,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	20%	Up to 0.30% of the NAV
ZX EUR	✓	LU2075342340	N/A	N/A	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	0%	Up to 0.30% of the NAV
SX GBP	✓	LU2177433971	N/A	N/A	Up to 0.20% of the NAV	Up to 1% of the NAV of such class	0%	Up to 0.30% of the NAV
HI USD	✓	LU2075342423	250,000.-	1,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	20%	Up to 0.30% of the NAV
HI GBP	-	LU2075342696	250,000.-	1,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	20%	Up to 0.30% of the NAV
HI JPY	-	LU2075342779	250,000.-	1,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	20%	Up to 0.30% of the NAV
HI CHF	-	LU2075342852	250,000.-	1,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	20%	Up to 0.30% of the NAV
HE USD	✓	LU2075342936	N/A	5,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	15%	Up to 0.30% of the NAV
HE GBP	-	LU2075343074	N/A	5,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	15%	Up to 0.30% of the NAV
HE JPY	-	LU2075343157	N/A	5,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	15%	Up to 0.30% of the NAV
HE CHF	-	LU2075343231	N/A	5,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	15%	Up to 0.30% of the NAV
HMX USD	-	LU2075341961	N/A	1,000,000.-	Up to 0.20% of the NAV	Up to 2% of the NAV of such class	0%	Up to 0.30% of the NAV

* in EUR (or its equivalent in another currency).



The E Share Class is opened for subscription during a period ending at the earlier of (i) nine (9) months following the Launch Date and (ii) subscriptions in the E Class having reached EUR 100,000,000.- (whichever is triggered first).

The Board may, at any time, decide to issue additional Classes of Shares corresponding to Pre-Defined Share Types without amending this Annex provided that such new Classes only differ from the existing Classes available by its currency, dividend policy or hedging policy. A list of all available Classes may be obtained at the registered office of the Fund. In such a case the offering details of the relevant Class will be disclosed in the Subscription Form and at the registered office of the Fund.

In addition to the Pre-Defined Share Classes whose features are set out in the Part I, the Board may, at any time, decide to issue other Classes and Sub-Classes. In that case, this Annex will be amended accordingly.

Attention of Investors is drawn to the fact that a nominal amount of Class A Shares carrying out the special rights disclosed in Section 8.1 "The Board" of the Part I of this Issuing Document may be issued at any time by the Compartment at the Board's discretion.

Performance Fee

The Manager will receive a performance fee, accrued as at each Valuation Day, paid yearly, based on the Net Asset Value, equivalent to the applicable percentage (as disclosed in the table under this Section 6) of the performance of the Net Asset Value per share (measured against the High Water Mark), since the last performance fee payment.

Classes of Shares which are not subject to a performance, if any, do contain an "X" in their name.

Any first calculation period shall start on the launch date of the relevant Class and terminate at the last Valuation Day of the ongoing year-end. The subsequent calculation periods shall start on the first day following the end of the previous calculation period and terminate on the last Valuation Day of each following year.

The performance fee is calculated on the basis of the Net Asset Value after deduction of all expenses, liabilities, and management fees (but not performance fee), and is adjusted to take account of all subscriptions and redemptions.

The performance fee is calculated by reference to the performance of the Net Asset Value per Share adjusted for subscriptions into and redemptions out of the relevant Classes of Shares during the calculation period. No performance fee will be due if the Net Asset Value per Share before performance fee turns out to be below the High Water Mark for the calculation period in question.

The High Water Mark is defined as the greater of the following two figures:

- (i) The last highest Net Asset Value per Share on which a performance fee has been paid and;
- (ii) The initial Net Asset Value per share.

The High Water Mark will be decreased by the dividends paid to Shareholders.

Provision will be made for this performance fee as at each Valuation Day. If the Net Asset Value per Share decreases during the calculation period, the provisions made in respect of the performance fee will be reduced accordingly. If these provisions fall to zero, no performance fee will be payable.

For the Shares present into the Class at the beginning of the calculation period, performance fee will be calculated by reference to the performance against the High Water Mark.



For the Shares subscribed during the calculation period, performance fee will be calculated by reference to the performance from the subscription date to the end of the calculation period. Furthermore, performance fee per share will be capped to the performance fee per share related to the Shares present into the Class at the beginning of the calculation period.

For the Shares redeemed during the calculation period, performance fee is determined based upon the "first in, first out" method where Shares bought first are redeemed first, and Shares bought last are redeemed last.

Performance fee crystallized in case of redemption is payable at the end of the calculation period even if there is no longer performance fee at that date.

7. REFERENCE CURRENCY OF THE COMPARTMENT

The reference currency of the Compartment is EUR.

8. LAUNCH DATE AND DURATION OF THE COMPARTMENT

(a) Launch Date

The launch date of the Compartment (the "**Launch Date**") was the first Valuation Day following the end of the Initial Offer Period.

(b) Term of the Compartment

The Compartment has been launched for an unlimited duration.

9. INVESTMENT MANAGER

The Manager has delegated the portfolio management function with respect to the Compartment to Pictet Asset Management Limited with registered office at Moor House, Level 11, 120 London Wall, London EC 245ET, United Kingdom.

The Investment Manager is a UK registered company that carries out asset management activities for an international client base, mainly focusing on equity and fixed income asset classes, together with the execution of trades for other entities of the Pictet Group. The Investment Manager is regulated for business in the UK by the Financial Conduct Authority (FCA).

10. PRIME BROKERS

The Fund, the Manager and / or the Investment Manager have, with the approval of the Depositary and on behalf of the Compartment appointed Prime Brokers (each a "**Prime Broker**"). Information on the appointed Prime Brokers will be made available at the registered office of the Fund. The Prime Brokers will act as sub-custodians of certain of the Compartment's assets and may clear and settle the Compartment's transactions in securities and other interests, and also may provide financing of transactions.

The Depositary has confirmed its approval to the appointment of the Prime Brokers pursuant to the respective Prime Brokerage and sub-custodian agreements (as required by the AIFM Rules).

Pursuant to the AIFM Rules, each Prime Broker will ensure that the Depositary will get access at any time to true and complete information relating to the Fund's accounts maintained by the Prime Broker in which the Prime Broker will record the assets held from time to time in custody by the Prime Broker for the account of the Fund. Each Prime Broker will provide the Depositary with a right of access to information on the composition of the assets entrusted to the Prime Broker pursuant to the terms and conditions of the applicable prime brokerage and sub-custodian agreements and to the AIFM Rules. The Prime Broker will promptly provide all information to the Depositary and to the Manager and/or the Investment Manager in order to enable them to be in a position to exercise their duty of supervision. The Prime Broker will notably provide the Depositary and the Manager and Investment Manager with statements of assets held by the Prime Broker in the Fund's account and with statements of transactions carried out



in accordance with the AIFM Rules and pursuant to the terms and conditions of the applicable prime brokerage and sub-custodian agreements.

In the context of the above duties, the Prime Brokers have been granted the right to transfer and re-use the assets of the Fund. The Depositary has moreover discharged its liability under Article 19(13) of the AIFM Law to the Prime Brokers.

More details in relation to the above including any other material arrangements of the Fund Manager and/or Investment Manager, the Depositary and the Prime Broker as well as information about the way conflicts of interest in relation to the relationship of the Fund with the Prime Brokers are managed, will be provided to Shareholders on request.

11. SUBSCRIPTIONS

(a) Direct subscriptions

The Board has decided to offer Shares for subscriptions by way of direct subscriptions, where the total amount subscribed has to be paid in a single instalment.

(b) Subscriptions after the Initial Offer Period

After the Initial Offer Period Shares shall be issued at a price based on the Net Asset Value per Share of the relevant Class determined as at the last Business Day of March, June, September and December (each a "**Subscription Day**"), increased, as the case may be, by the applicable front-end loads.

Applications shall be received by the Transfer, Registrar and Paying Agent no later than 5 pm (Luxembourg time) on the last Business Day of the month immediately preceding the month of the relevant Subscription Day. Any applications received after the applicable deadline will be processed in respect of the next Subscription Day.

Payment of the subscription monies must normally be received at the latest on the Subscription Day. Subscription monies will be returned without undue delay and without interest should the subscription be rejected by the Board of its duly appointed agent.

The initial subscription price for Classes of Shares to be launched after the Initial Offer Period will be available at the registered office of the Company.

Investors will be required to subscribe for a monetary value and not for a number of Shares.

12. REDEMPTIONS

Each individual subscription will be subject to a lock-up period of twelve months, meaning that an Investor having subscribed for Shares as at a Subscription Day will not be able to obtain the redemption of such Shares for a twelve-month period following such Subscription Day ("**Lock-Up Period**").

Upon the expiring of the Lock-Up Period, redemptions requests for the relevant Shares may be processed quarterly with respect to the last Business Day of March, June, September and December (each a "**Redemption Day**").

Redemption requests shall be received by the Transfer, Registrar and Paying Agent no later than 5 pm (Luxembourg time) on the last Business Day of the quarter immediately preceding the relevant Redemption Day. Any redemption request received after the applicable deadline will be processed with respect to the next applicable Redemption Day.

Without prejudice to the gating mechanisms provided for in Section 6.8 "Redemption of Shares" of the Part I of this Issuing Document, if the aggregate amount of redemption requests from Shareholders for any applicable Redemption Day exceed 25% of the last known Net Asset Value of the Compartment (the "**25% Redemption Gate**"), the Manager shall be entitled at its discretion to decide that the processing of part or all of the redemption requests be deferred to the following Redemption Day.



If the decision is taken to activate the 25% Redemption Gate, the redemption requests of the Shareholders will be processed as follows:

All Shareholders who have placed a redemption request representing less than or equal to 25% of the Net Asset Value of their Shares will be fully reimbursed.

All Shareholders who have placed a redemption request strictly greater than 25% of the Net Asset Value of their Shares will be first reimbursed up to 25% of the Net Asset Value of their Shares. The unfilled part of their orders will be processed on a pro rata basis depending on the remaining redemptions capacity up to an aggregate amount equal to the 25% Redemption Gate.

Only Shares that are not subject to the Lock Up Period will be taken into consideration for the process described above.

All redemption requests that will not have been reimbursed will be deferred to the next Redemption Day and will have priority over redemption requests received for that particular Redemption Day.

The Manager may also decide that the 25% Redemption Gate be calculated taking into account the aggregate amount of subscription requests received for the given Redemption Day.

For the purposes of the Lock-Up Period, in case an Investor has subscribed for Shares at several Subscription Days, the Fund will apply the principle according to which the Shares first issued will be deemed to be the Shares first redeemed.

The redemption price will be based on the Net Asset Value of the relevant Shares, determined as at the relevant Redemption Day, less any applicable fee.

The Board may apply separately or cumulatively the swing pricing mechanism and the dilution mechanism as those are described in Sections 7.3 "Swing Pricing Mechanism" and 7.4 "Dilution Levy" of the Part I of the Issuing Document.

It is expected that the payments of the redemptions proceed will under normal circumstances be made effective within seventeen (17) Business Days following the relevant Redemption Day.

13. SWITCH OF SHARES

Shareholders may request the switch of their Shares within the Compartment subject to the terms and conditions set out in the Part I of this Issuing Document. No switch will be allowed from or into the Compartment.

Switch orders must be expressed in monetary value and not in number of Shares.

14. FREQUENCY OF THE NET ASSET VALUE CALCULATION AND VALUATION DAY

The Net Asset Value per Share will be determined as at the last Business Day of each month and any other day or days as the Board may determine on a case-by-case basis or generally from time to time (the "**Valuation Day**").

The first Valuation Day was set on 31 December 2019.

It is expected that the Net Asset Value will, under normal circumstances, be calculated within fifteen (15) Business Days following the relevant Valuation Day.

15. AUTHORISED INVESTORS

The Fund may accept the subscription of Shares in the Compartment by any type of Well-Informed Investors.



Accordingly, a key investor information document established in accordance with the rules set out by Regulation (EU) 1286/2014, has been established with respect to each of the Class available to Investors not qualifying as Professional Investors.

16. RISK DISCLOSURE / IMPORTANT INFORMATION

The investments associated with Target Investments are subject to the following risks as more fully described under Section 4 "Risk Disclosure" of the Part I of this Issuing Document:

- > Country risk
- > Currency risk
- > Inflation risk
- > Interest rate risk
- > Volatility Risk
- > Counterparty Risk
- > Settlement risk
- > Collateral risk
- > Credit risk
- > Liquidity Risk
- > Operational risk
- > Bankruptcy claims
- > Repurchase and reverse repurchase agreement risk
- > Securities lending agreement / borrowing risk
- > Short sales
- > Conflict of interest risk
- > Custody Risk
- > Disaster risk
- > Legal risk
- > Prime Broker risk
- > Political risk
- > Reputational risk
- > Tax risk
- > Debt Securities Distressed and defaulted debt securities risks
- > Leverage risk
- > OECD's Base Erosion and Profit Shifting action points
- > Hedging risk
- > Loans
- > Sustainability risks