

**NBG INTERNATIONAL FUNDS FCP**  
*Fonds Commun de Placement*  
Luxembourg

Prospectus

**May 2024**

**VISA 2024/176277-6553-0-PC**

L'apposition du visa ne peut en aucun cas servir  
d'argument de publicité  
Luxembourg, le 2024-05-10  
Commission de Surveillance du Secteur Financier

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This Prospectus is valid only if it is accompanied by the latest available annual report and, where applicable, by the non-audited semi-annual report, if published since the last annual report. These reports form an integral part of this Prospectus.

In addition to this Prospectus, the Fund has also adopted a packaged retail and insurance-based investment products key information document (the "PRIIPS KID" or "PRIIPS KIDS") in relation to each Class of Units which contains the key information about such Class of Units.

**UCITS DO NOT HAVE GUARANTEED RETURNS AND PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RETURNS**

**NBG INTERNATIONAL FUNDS FCP**

*Fonds Commun de Placement*

Registered Office:

19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg

**OFFER FOR UNITS**

This is an offer to subscribe for separate classes of Units (the "Units") issued without par value in **NBG International Funds FCP** (the "Fund"), each Unit being linked to one or more sub-funds of the Fund (the "Sub-Fund" or the "Sub-Funds"), as specified below:

**SUB-FUND**

NBG INTERNATIONAL FUNDS FCP / DYNAMIC ALLOCATION SUB-FUND  
NBG INTERNATIONAL FUNDS FCP / FIXED MATURITY 3 YEARS EUROPEAN IG BONDS - 1  
NBG INTERNATIONAL FUNDS FCP / FIXED MATURITY 3 YEARS EUROPEAN IG BONDS - 2  
NBG INTERNATIONAL FUNDS FCP / FIXED MATURITY 3 YEARS EUROPEAN BONDS - 1  
NBG INTERNATIONAL FUNDS FCP / FIXED MATURITY 3 YEARS EUROPEAN BONDS - 2  
NBG INTERNATIONAL FUNDS FCP / FIXED MATURITY 18 MONTHS EUR - 1  
NBG INTERNATIONAL FUNDS FCP / FIXED MATURITY 18 MONTHS EUR - 2  
NBG INTERNATIONAL FUNDS FCP / FIXED RATE SAVINGS BOND U/L - 1  
NBG INTERNATIONAL FUNDS FCP / FIXED RATE SAVINGS BOND U/L - 2  
NBG INTERNATIONAL FUNDS FCP / FIXED RATE SAVINGS BOND U/L - 3  
NBG INTERNATIONAL FUNDS FCP / FIXED RATE SAVINGS BOND U/L - 4

The Units in each of the Sub-Funds are divided in three classes of Units, Class A, Class B and Class C (the "**Classes**"). For further information about the rights attaching to the various Classes of Units, see paragraph "Classes of Units".

**IMPORTANT INFORMATION**

**If you are in any doubt about the contents of this Prospectus and of the PRIIPS KIDs, you should consult your stockbroker, attorney, accountant or other financial advisor. No person is authorised to give any information other than that contained in this Prospectus or in the PRIIPS KIDs, or any of the documents referred to herein that are available for public inspection at 19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duchy of Luxembourg.**

The Fund is registered in the Grand Duchy of Luxembourg as an undertaking for collective investment in transferable securities (a "UCITS") under the form of "Fonds Commun de Placement" ("FCP") and is managed by NBG ASSET MANAGEMENT LUXEMBOURG (the "Management Company") a public limited company (*Société Anonyme*) organised under chapter 15 of the Luxembourg law of 17 December 2010 on undertakings for collective investment as amended from time to time (*loi concernant les organismes de placement collectif*) (the "**2010 Law**") which implemented into the Luxembourg law (i) the Directive 2009/65/EC of the Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to UCITS, as amended from time to time (the "**Directive 2009/65/EC**") and (ii) the implementation measures of the Directive 2009/65/EC. The principal objective of the Fund is on one hand, the collective investment of its net assets in transferable securities and/or in money market instruments of any kind authorised by law and on the other hand, to place the monies

available to it in other Luxembourg or foreign undertakings for collective investment of the open-ended type pursuant to Part I of the 2010 Law.

In addition, the Fund may employ, for the purpose of efficient management and for the purpose of providing protection against market and exchange risks, the investment techniques and instruments described below in paragraph "Investment Powers and Restrictions". However, such registration does not imply a positive assessment by the supervisory authority of the contents of this Prospectus and of the PRIIPS KIDs or of the quality of the Units offered for sale. Any representation to the contrary is unauthorised and unlawful.

This Prospectus and the PRIIPS KIDs do not constitute an offer to anyone or solicitation by anyone in any jurisdiction in which such an offer or solicitation is unlawful or in which the person making such an offer or solicitation is not qualified to do so.

Any information given by any person not mentioned in this Prospectus and in the PRIIPS KIDs should be regarded as unauthorised. The board of directors of the Management Company (the "**Board of Directors**") has taken the precautions that the information contained in this Prospectus and in the PRIIPS KIDs is accurate at the date of its publication and accept responsibility accordingly. To reflect material changes, this Prospectus and the PRIIPS KIDs may be updated from time to time and potential subscribers should enquire from the Management Company as to the issue of any later Prospectus.

The distribution of this Prospectus, the PRIIPS KIDs and the offering of the Units may be restricted in certain jurisdictions. It is the responsibility of any person in possession of this Prospectus and of the PRIIPS KIDs and any person wishing to subscribe for Units to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. Potential subscribers or purchasers of Units should inform themselves as to the possible tax consequences, the legal requirements and 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, conversion or sale of Units.

No person shall incur in any civil liability solely on the basis of the PRIIPS KIDs, including any translation thereof, unless it is misleading, inaccurate or inconsistent with the relevant parts of the Prospectus. The PRIIPS KIDs shall contain a clear warning to the effect that no civil liability is incurred on the sole basis of the information for investors including translations thereof unless these do not fulfil the conditions of the above paragraph.

The Management Company shall provide investors with the PRIIPS KIDs in good time before their proposed subscription of Units. The Management Company shall provide the PRIIPS KIDs to product manufacturers and intermediaries selling the Units to investors or advising investors on potential investments in the Fund or in products offering exposure to the Fund upon their request. The intermediaries selling or advising investors on potential investment in the Fund must provide PRIIPS KIDs to their clients or potential clients.

The PRIIPS KIDs shall be provided to investors free of charge. The PRIIPS KIDs may be delivered in a durable medium or by means of a website. A hard copy shall be supplied to investors on request and free of charge. The essential elements of the PRIIPS KIDs must be kept up to date.

This Prospectus contains forward-looking statements, which provide current expectations or forecasts of future events. Words such as "may", "expects", "future" and "intends", and similar expressions, may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements include statements about the Fund's plans, objectives, expectations and intentions and other statements that are not historical facts. Forward-looking statements are subject to known and unknown risks and uncertainties and inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Prospective Unitholders should not unduly rely on these forward-looking statements, which apply only as of the date of this Prospectus.

The Management Company draws the Unitholders' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Fund, if the investor is registered himself and in his own name in the Unitholders' register of the Fund. In cases where an investor invests in the Fund through an intermediary investing into the Fund in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain Unitholder rights directly against the Fund. Unitholders are advised to take advice on their rights.

## **THE MANAGING DIRECTORS**

The Fund is managed by NBG ASSET MANAGEMENT LUXEMBOURG. The Board of Directors has in this respect designated under its responsibility and control, Mr. Ioannis RITSIOS, Mr. Eduard VAN WIJK and Mr. Georgios KOINAS to act as managing directors of the Management Company (together the "**Managing Directors**").

The Managing Directors shall be in charge of the daily administration of the Fund.

## **MARKET TIMING POLICY AND LATE TRADING POLICY**

The Fund does not knowingly allow investments which are associated with market timing practices, as such practices may adversely affect the interests of all the unitholders of the Fund (the "**Unitholders**").

As per the CSSF Circular 04/146, market timing is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts Units of the same undertaking for collective investment ("**UCI**") within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the Net Asset Value of the UCI (the "**NAV**").

Opportunities may arise for the market timer either if the NAV of the UCI is calculated on the basis of market prices which are no longer up to date (stale prices) or if the UCI is already calculating the NAV when it is still possible to issue orders.

Market timing practices are not acceptable as they may affect the performance of the UCI through an increase of the costs and/or entail a dilution of the profit.

Accordingly, the Board of Directors may, whenever appropriate and at its sole discretion, cause the Registrar Agent and the Administrative Agent, respectively, to implement any of the following measures:

- Cause the Registrar Agent to reject any application for conversion and/or subscription of Units from Unitholders whom the former considers as market timers.
- The Registrar Agent may control for the purpose of ascertaining whether an individual or a group of individuals can be deemed to be involved in market timing practices.
- If a Sub-Fund is primarily invested in markets which are closed for business at the time the Sub-Fund is valued, during periods of market volatility cause the Administrative Agent to allow for the NAV per Unit to be adjusted to reflect more accurately the fair value of the Sub-Fund's investments at the point of valuation.

Late Trading is to be understood as the acceptance of a subscription, conversion or redemption order after the time limit fixed for accepting orders (the "**Cut-off Time**") on the relevant day and the execution of such order at the price based on the NAV applicable to such same day.

Through Late Trading, an investor may take advantage of being aware of events or information published after the Cut-off Time, but which events or information are not yet reflected in the price which will be applied to such investor. This investor is therefore privileged compared to the other Unitholders who have complied with the official Cut-off Time. The advantage of this practice to the investor is increased even more if he is able to combine Late Trading with Market Timing.

The Late Trading practice is not acceptable as it violates the provisions of the prospectuses of the UCIs which provide that an order received after the Cut-off Time is dealt with at a price based on the next applicable NAV.

## **DATA PROTECTION**

In accordance with the provisions of the Luxembourg law of 2 August 2002 on the protection of persons with regard to the processing of Personal Data, as amended from time to time (the "**Luxembourg Data Protection Law**"), the Unitholders are informed that the Management Company, as data controller, collects, stores and processes by electronic or other means the data supplied by Unitholders at the time of their subscription for the purpose of fulfilling the services required by the Unitholders and complying with its legal obligations including, but not limited to, tax reporting obligations (if any).

The data processed may include, in particular, the Unitholder's name, address, contact details invested amount, details of tax residence (the "**Personal Data**").

The Unitholder may, at his/her/its discretion, refuse to communicate the Personal Data to the Management Company. In this event the Board of Directors may reject his/her/its request for subscription for Unit of the Fund. Moreover, failure to provide requested information may subject the Unitholder to liability for any resulting penalties or other charges and/or mandatory redemption of its Units.

In particular, the Personal Data supplied by Unitholders is processed for the purpose of (i) maintaining the register of Unitholders, (ii) processing subscriptions, redemptions and conversions of Units and payments of distributions to Unitholders, (iii) maintaining controls in respect of late trading and market timing practices, (iv) complying with applicable anti-money laundering and terrorism financing rules, (v) tax identification and reporting, (vi) marketing.

A Unitholder may object to the use of his/her/its Personal Data for marketing purposes. This objection must be made in writing to the Management Company at the following address:

NBG ASSET MANAGEMENT LUXEMBOURG  
19, rue de Bitbourg  
L-1273 Luxembourg  
Grand Duchy of Luxembourg

The Management Company may delegate the processing of the Personal Data to one or several entities (the "**Processors**") which are located in the European Union (the "**EU**") or in other countries which are deemed to offer an adequate level of protection by the European Commission or the National Commission for Data Protection (such as the Administrative Agent, the Registrar and Transfer Agent) or which are located outside such countries (such as any facilities agents and/or representatives).

To enable the Management Company to process Personal Data for the purposes set out above, and for no other purpose, the Unitholders consent, by investing in the Fund, to their Personal Data being disclosed and transferred both to countries which ensure that an adequate level of protection is complied therewith, and to other countries, which may not have data protection laws as protective as those within the EU.

Personal Data may be transferred to third parties such as governmental or regulatory bodies including tax authorities (in particular for compliance with FATCA and CRS rules as further specified in this Prospectus), auditors and accountants in Luxembourg as well as in other jurisdictions. The Management Company undertakes not to transfer the Personal Data to any third parties other than the Processors, except if required by law or with the prior consent of the relevant Unitholder.

Each Unitholder has a right to access his/her/its Personal Data and may ask for a rectification thereof in cases where such Personal Data is inaccurate and/or incomplete. For these purposes, the Unitholder may contact the Management Company in writing at the address indicated above.

For the avoidance of any doubt, it being understood that certain Personal Data may be collected, recorded, stored, adapted, transferred or otherwise processed and used by the Management Company, the Registrar Agent, Waystone and other financial intermediaries. In particular, such data may be processed for the purposes of account and distribution fee administration, anti-money laundering identification, tax identification under the Council Directive 2003/48/EC regarding the taxation of savings income (the "EU Savings Directive") EU Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU), the OECD's standard for automatic exchange of financial account information (commonly referred to as the "Common Reporting Standard"), and any other exchange of information regimes to which the Management Company may be subject to from time to time) and to provide client-related services. Such information shall not be passed on any unauthorised third persons.

**By subscribing to the Units, each Unitholder consents to such processing of his/her/its personal data. This consent is formalized in writing in the subscription form used by the relevant Intermediary.**

|  |           |
|--|-----------|
| <b>I. MANAGEMENT COMPANY .....</b>   | <b>8</b>  |
| <b>II. ADMINISTRATION AND SUB-FUNDS MANAGERS .....</b>   | <b>9</b>  |
| <b>III. INVESTMENT OBJECTIVES/ INVESTMENT POWERS AND RESTRICTIONS .....</b>                                  | <b>10</b> |
| A. INVESTMENT IN TRANSFERABLE SECURITIES AND LIQUID ASSETS .....   | 10        |
| B. INVESTMENT MADE BY INDEX SUB-FUNDS .....  | 14        |
| C. INVESTMENT IN UCITS AND OTHER UCIs .....  | 15        |
| D. INVESTMENT IN OTHER ASSETS .....  | 15        |
| E. GLOBAL EXPOSURE .....   | 16        |
| F. INVESTMENT TECHNIQUES .....   | 17        |
| <b>IV. NET ASSET VALUE .....</b>   | <b>26</b> |
| A – TEMPORARY SUSPENSION OF CALCULATION OF NAV PER UNIT .....  | 28        |
| B – PUBLICATION OF NAV PER UNIT .....  | 29        |
| <b>V. THE UNITS (ISSUE AND FORM) .....</b>   | <b>29</b> |
| <b>VI. CLASSES OF UNITS .....</b>  | <b>30</b> |
| <b>VII. SUBSCRIPTION FOR UNITS .....</b>   | <b>30</b> |
| A. SUBSCRIPTION PROCEDURE .....  | 30        |
| B. PAYMENT PROCEDURE .....   | 31        |
| C. NOTIFICATION OF TRANSACTION .....   | 31        |
| D. REJECTION OF SUBSCRIPTIONS .....  | 32        |
| E. SUSPENSION OF NAV .....   | 32        |
| F. MONEY LAUNDERING PREVENTION .....   | 32        |
| <b>VIII. SALES, MANAGEMENT FEES, REFERENCE CURRENCY AND COMPANY CHARGES .....</b>                            | <b>33</b> |
| <b>IX. REDEMPTION OF UNITS .....</b>   | <b>34</b> |
| A. PROCEDURE FOR REDEMPTION .....  | 34        |
| B. TEMPORARY SUSPENSION OF REDEMPTION .....  | 35        |
| C. COMPULSORY REDEMPTION .....   | 35        |
| D. PROCEDURES FOR REDEMPTIONS AND CONVERSIONS REPRESENTING 10% OR MORE OF THE NET ASSETS OF A SUB-FUND ..... | 35        |
| <b>X. CONVERSION OF UNITS INTO UNITS OF A DIFFERENT SUB-FUND .....</b>                                       | <b>36</b> |
| <b>XI. DISTRIBUTION POLICY .....</b>   | <b>37</b> |
| <b>XII. TAXATION .....</b>   | <b>37</b> |
| A. TAXATION OF THE FUND .....  | 37        |
| B. TAXATION OF THE INVESTORS .....   | 38        |
| C. FOREIGN ACCOUNT TAX COMPLIANCE ACT .....  | 40        |
| D. AUTOMATIC EXCHANGE OF INFORMATION .....   | 41        |
| <b>XIII. CONFLICTS OF INTEREST .....</b>   | <b>42</b> |
| <b>XIV. THE FUND - GENERAL INFORMATION .....</b>   | <b>42</b> |
| <b>XV. MANAGEMENT AND ADMINISTRATION .....</b>   | <b>43</b> |
| A. THE MANAGEMENT COMPANY .....  | 43        |
| B. THE MANAGING DIRECTORS .....  | 44        |
| C. THE INITIATOR .....   | 44        |
| D. THE INVESTMENT MANAGER .....  | 44        |
| E. THE NOMINEE AGENT .....   | 45        |
| F. THE DISTRIBUTOR .....   | 45        |
| G. THE DEPOSITARY AND PAYING AGENT .....   | 45        |
| H. THE ADMINISTRATIVE AGENT .....  | 47        |
| I. THE REGISTRAR AGENT .....   | 47        |

|   |                  |
|---|------------------|
| J. THE DOMICILIARY AGENT .....                          | 47               |
| K. TERMINATION OF THE FUND .....                        | 47               |
| L. MERGER OF SUB-FUNDS OR MERGER WITH ANOTHER UCI ..... | 48               |
| M. DIVISION OF SUB-FUNDS .....                          | 49               |
| N. ANNUAL AND SEMI-ANNUAL REPORTS.....                  | 49               |
| O. DOCUMENTS AVAILABLE FOR INSPECTION .....             | 49               |
| P. FURTHER INFORMATION.....                             | 50               |
| Q. SUSTAINABLE INVESTMENTS .....                        | 50               |
| R. LIQUIDITY RISK MANAGEMENT PROCESS .....              | 51               |
| S. COMPLAINTS HANDLING .....                            | 51               |
| T. STRATEGIES FOR THE EXERCISE OF VOTING RIGHTS .....   | 51               |
| <b><u>ANNEX I – CONFLICT OF INTEREST .....</u></b>      | <b><u>52</u></b> |
| <b><u>XVI. APPENDICES.....</u></b>                      | <b><u>53</u></b> |

|                                     |
|-------------------------------------|
| <b><u>I. Management Company</u></b> |
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**MANAGEMENT COMPANY****Registered Office:**

NBG ASSET MANAGEMENT LUXEMBOURG

19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg

**BOARD OF DIRECTORS OF THE MANAGEMENT COMPANY:****Chairman**

Dr Efstratios SARANTINOS, Chief Executive Officer NBG Asset Management M.F.M.C., Athens, Greece

**Directors**

Mr Ioannis SAMIOS, Head of Risk Management & International Operations  
NBG Asset Management M.F.M.C., Athens, Greece

Mr Ioannis RITSIOS, Head of Discretionary Asset Management  
NBG Asset Management M.F.M.C., Athens, Greece

Mr Eduard VAN WIJK, partner at the Directors' Office  
Luxembourg, Grand Duchy of Luxembourg

**Managing Directors of the Management Company**

Mr Ioannis RITSIOS, Head of Discretionary Asset Management  
NBG Asset Management M.F.M.C., Athens, Greece

Mr Eduard VAN WIJK, partner at The Directors' Office  
Luxembourg, Grand Duchy of Luxembourg

Mr Georgios KOINAS, Compliance Officer NBG Asset Management S.A., Luxembourg



## **II. Administration and Sub-Funds Managers**

### **NBG International Funds FCP**

19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duchy of Luxembourg

### **Initiator**

National Bank of Greece S.A.

### **Depository Bank and Paying Agent**

Société Générale Luxembourg, 11, avenue Emile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg; Operational center, 8-10 Porte de France, L-4360 Esch-Sur-Alzette, Grand Duchy of Luxembourg

### **Administrative Agent**

Société Générale Luxembourg, 11, avenue Emile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg; Operational center, 8-10 Porte de France, L-4360 Esch-Sur-Alzette, Grand Duchy of Luxembourg

### **Registrar Agent**

Société Générale Luxembourg, 11, avenue Emile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg; Operational center, 8-10 Porte de France, L-4360 Esch-Sur-Alzette, Grand Duchy of Luxembourg

### **Domiciliary Agent**

NBG Asset Management Luxembourg, 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg

### **Nominee**

National Bank of Greece S.A., 86, Eolou Street, Athens, Greece

### **Distributor**

National Bank of Greece S.A., 86, Eolou Street, Athens, Greece

### **Investment Manager**

NBG Asset Management Mutual Fund Management Company, 103-105, Syngrou Avenue, 11745 Athens, Greece

### **Auditor**

PricewaterhouseCoopers, Société Coopérative, 2 rue Gerhard Mercator, L-2182 Luxembourg, Grand Duchy of Luxembourg

### **III. Investment Objectives/ Investment Powers and Restrictions**

#### **1. Investment Objectives and Policies**

The Fund aims to provide investors with a choice of professionally managed Sub-Funds investing in a wide range of transferable securities, money market instruments and other authorised assets in order to achieve an optimum return from capital invested while reducing investment risk through diversification.

The Management Company may operate separate Sub-Funds, each of which may be represented by one or more Classes of Units. The Sub-Funds are distinguished by their specific investment policy or any other specific features.

The assets of each Sub-Fund shall be invested for the exclusive benefit of the Unitholders of the corresponding Sub-Fund and the assets of a specific Sub-Fund are solely accountable for the liabilities, commitments and obligations of that Sub-Fund.

The investment policy and objective of each Sub-Fund will be determined in its concerned Appendix annexed to the present Prospectus.

#### **2. Investment Powers and Restrictions**

In order to achieve the Fund's investment objectives and policies, the Management Company has determined that the following investment powers and restrictions shall apply to all investments by the Fund:

##### **A. INVESTMENT IN TRANSFERABLE SECURITIES AND LIQUID ASSETS**

##### **The Fund, through its Sub-Funds, may solely invest in**

- a) Transferable Securities and Money Market Instruments admitted to or dealt in on a Regulated Market within the meaning of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments as amended from time to time;
- b) Transferable Securities and Money Market Instruments dealt in on another Regulated Market in a member state of the EU (a "**Member State**"), which is regulated, operates regularly and is recognised and is open to the public;
- c) Transferable Securities and Money Market Instruments admitted to official listing on a stock exchange in a non-EU member state or dealt on another Regulated Market in a non-EU member state selected by the Board of Directors;
- d) Recently issued Transferable Securities and Money Market Instruments provided that:
  - i) the terms of issue include an undertaking that application will be made for admission to official listing in any of the stock exchanges or Regulated Markets referred to above;
  - ii) such admission is secured within one (1) year of the issue.
- e) Units or shares of UCITS authorised according to Directive 2009/65/EC and/or other UCIs within the meaning of the first and second indent of Article 1 paragraph (2) of the Directive 2009/65/EC, should they be situated in a Member State or outside the EU, provided that:
  - i) such other UCIs are authorised under laws which state that they are subject to supervision considered by the Commission de Surveillance du Secteur Financier (the "**CSSF**") as equivalent as that laid down in Community legislation and that co-operation between authorities is sufficiently ensured (currently the United States of America (the "**USA**"), Canada, Hong Kong, Japan, Switzerland and Norway);

- ii) the level of guaranteed protection offered to the unit holders/ shareholders in such other UCIs is equivalent to that provided for unit holders/ shareholders in a UCITS, and in particular that the rules on asset segregation, borrowings, lending and uncovered sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of Directive 2009/65/EC;
  - iii) the business of such other UCIs is reported in semi-annual and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period;
  - iv) each sub-fund of the UCITS or of the other UCIs in which each Sub-Fund of the Fund intends to invest, may not, according to its constitutive documents, invest more than 10% of its Net Assets in aggregate, in units/shares of other UCITS or other UCIs;
- f) Deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve (12) months, provided that the credit institution has its registered office in a Member State or, if the registered office of the credit institution is situated in an OECD Country being Financial Action Task Force member, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in Community law;
- g) Financial derivative instruments including equivalent cash settled instruments, dealt in on a Regulated Market referred to in sub-paragraphs a), b), c) above provided that:
  - i) the underlying consists of instruments covered by the paragraph 1) above (points a to f), financial indices, interest rates, foreign exchanges rates or currencies in which each of the Sub-Funds may invest according to their investment objective;
  - ii) the counterparties to OTC derivative transactions are first rated and specialised institutions subject to prudential supervision, and belonging to the categories approved by the CSSF, and
  - iii) the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Management Company's initiative.
- h) Money Market Instruments other than those dealt in on a Regulated Market and referred to in Article 1 of the 2010 Law, if the issue or the issuer of such instruments are themselves regulated for the purpose of protecting investors and savings, and provided that they are:
  - i) issued or guaranteed by a central, regional, or local authority, a central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, a non-EU member state or, in the case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more Member States belong, or
  - ii) issued by an undertaking whose securities are dealt in on Regulated Markets referred to in sub-paragraphs a), b) or c); or
  - iii) issued or guaranteed by an establishment subject to prudential supervision, in accordance with the criteria defined by the Community law or by an establishment which is subject to and complies with prudential rules considered by the CSSF to be at least equivalent to those laid down in Community law; or
  - iv) issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second and the third indent above and provided that the issuer is a company whose capital and reserves amount at least to ten million Euro (EUR 10,000,000.-) and which presents and publishes its annual accounts in accordance with the Fourth Directive 78/660/EEC as amended from time to time, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

**However,**

- a) Each Sub-Fund may invest a maximum of 10% of its Net Assets in Transferable Securities and Money Market Instruments other than those referred to in paragraph A "INVESTMENT IN TRANSFERABLE SECURITIES AND LIQUID ASSETS", (hereinafter "**Paragraph A**");
- b) The Fund may hold liquidity on an ancillary basis.

## Risk Diversification Rules

- a) Each Sub-Fund may not invest more than 10% of its Net Assets in Transferable Securities or Money Market Instruments issued by the same issuer.
- b) Each Sub-Fund may not invest more than 20% of its Net Assets in deposits made with the same issuer. In addition to the limit set forth in point a) above, the total value of Transferable Securities and Money Market Instruments amounting more than 5% of the Net Assets of one Sub-Fund, must not exceed 40% of the Net Assets of this Sub-Fund. This limitation does not apply to deposit made with financial institutions subject to prudential supervision.

In addition to the limit set forth in point a) above, the total value of Transferable Securities and Money Market Instruments amounting more than 5% of the Net Assets of one Sub-Fund, must not exceed 40% of the Net Assets of this Sub-Fund. This limitation does not apply to deposit and OTC derivative transactions made with financial institutions subject to prudential supervision.

- c) Notwithstanding the individual limits laid down in paragraph a), b) above, each Sub-Fund may not combine:
  - i) investments in Transferable Securities or Money Market Instruments issued by a single issuer,
  - ii) deposits made with a single issuer, and
  - iii) exposures arising from OTC derivatives transactions undertaken with a single issuer for more than 20% of the Sub-Fund's Net Assets.
- d) The limit of 10% laid down in paragraph a) above may be increased to a maximum of 35% in respect of Transferable Securities and Money Market Instruments which are issued or guaranteed by a Member State or its local authorities, by an OECD country being FATF member or by public international bodies of which one or more Member States are members, and such securities and Money Market Instruments need not be included in the calculation of the limit of 40% stated in sub-paragraph "Risk Diversification Rules" b).
- e) The limit of 10% laid down in point a) above may be increased to a maximum of 25% in respect of qualifying debt securities issued by a credit institution whose registered office is situated in a Member State and which is subject, by virtue of law, to particular public supervision in order to protect the holders of such qualifying debt securities. For purposes hereof, "qualifying debt securities" are covered bonds as defined under article 3, point 1 of Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU (hereafter "Directive (EU 2019/2162)"), and certain debt instruments when they are issued before 8 July 2022 by a credit institution which has its registered office in a Member State and is subject by law, to special public supervision designed to protect bondholders. To the extent that a relevant Sub-Fund invests more than 5% of its Net Assets in debt securities issued by such an issuer, the total value of such investments may not exceed 80% of the Net Assets of such Sub-Fund. Such securities need not be included in the calculation of the limit of 40% stated in sub-paragraph "Risk Diversification Rules" b)

The ceilings set forth in this paragraph "Risk Diversification Rules" may not be combined, and accordingly, investments in the securities and Money Market Instruments issued by the same body, in deposits or derivative instruments made with this body, affected in compliance with the provisions set forth in this paragraph, may under no circumstances exceed 35% of any Sub-Fund's Net Assets.

- f) The limit of 10% in sub-paragraph "Risk Diversification Rules" a) above is raised to a maximum of 20% for investments in shares and/or bonds issued by the same body when, according to the incorporation documents of the UCITS, the aim of the UCITS' investment policy is to replicate the composition of a certain stock or bond index which:
  - is sufficiently diversified,
  - represents an adequate benchmark for the market to which it refers,
  - is published in an appropriate manner.

The limit of 10% laid down in point a) above is raised to 35% where that proves to be justified by exceptional market conditions in particular in regulated markets where certain Transferable Securities and Money Market Instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

- g) Companies which are included in the same group for the purposes of consolidated accounts (as defined in accordance with Directive 83/349/ EEC or in accordance with recognised international accounting rules) are considered as a single body or issuer for the purpose of calculating the limits contained in this section.

Each Sub-Fund may invest in aggregate up to 20% of its Net Assets in Transferable Securities and Money Market Instruments within the same group.

**Notwithstanding the ceilings set forth in this paragraph, each Sub-Fund is authorised to invest in accordance with the principle of risk spreading, up to 100% of its Net Assets in Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, by its local authorities, by an OECD country being FATF member or public international bodies of which one or more Member State(s) are members, provided that:**

- a) such securities are part of at least six different issues, and**
- b) the securities from any one issue do not account for more than 30% of the Net Assets of such Sub-Fund.**

Such authorisation will be granted should the Unitholders have a protection equivalent to that of shareholders in UCITS complying with the limits laid down in this paragraph "Risk Diversification Rules".

#### **Limitations on Control**

The Fund may:

- a) not acquire more than 10% of the debt securities of any single issuing body;
- b) not acquire more than 10% of the non-voting shares of any single issuing body;
- c) not acquire more than 10% of the Money Market Instruments of any single issuing body;
- d) not acquire more than 25% of the units of the same UCITS or other single collective investment undertaking;

The limits laid down in (b), (c) and (d) may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the Money Market Instruments, or the net amount of the securities in issue, cannot be calculated.

These four above limits are applying to the Fund as a whole.

The Fund may not acquire any shares carrying voting rights which would enable the Fund to take legal or management control or to exercise significant influence over the management of the issuing body.

#### **Exceptions in Limitations on Control**

The ceilings set forth under the paragraph "Limitation on Control" above do not apply in respect of

- a) Transferable Securities and Money Market Instruments issued or guaranteed by a Member State or by its local authorities;
- b) Transferable Securities and Money Market Instruments issued or guaranteed by any other non-EU member state;
- c) Transferable Securities and Money Market Instruments issued by a public international body of which one or more Member State(s) is/are member(s);
- d) shares held by UCITS in the capital of a company which is incorporated under or organised pursuant to the laws of a non-EU member state provided that (i) such company invests its assets principally in securities issued by issuers of the State, (ii) pursuant to the law of that State a participation by the relevant Sub-Fund in the equity of such vehicle constitutes the only possible way to purchase securities of issuers of that State, and (iii) such vehicle observes in its investments policy the

restrictions set forth in paragraph "Risk Diversification Rules" above as well as in B. and C hereafter.

- e) shares held by the Fund in the capital of subsidiaries carrying on exclusively the business of management, advice or marketing of the company in the country/state where the subsidiary is located, regarding the repurchase of units/shares requested by the unitholders/shareholders.

The investment restrictions listed above and in "INVESTMENT IN UCITS AND OTHER UCIs" hereafter apply at the time of purchase of the relevant investments. If these limits are exceeded with respect to a Sub-Fund for reasons beyond the control of the Sub-Fund or when exercising subscription rights, the Sub-Fund shall adopt as a priority objective for the sales transactions of the relevant Sub-Fund the remedying of that situation, taking due account of the interests of the Unitholders.

While ensuring observance of the principle of risk-spreading, the Fund may derogate from the limitations described in the paragraphs "Risk Diversification Rules", "Limitation on Control", "Exceptions in Limitations on Control" and "INVESTMENT IN UCITS AND OTHER UCIs" for a period of six (6) months following the date of its inscription to the Luxembourg official list of UCIs. If the limitations described in the paragraphs "Risk Diversification Rules", "Exceptions in Limitations on Control" and "INVESTMENT IN UCITS AND OTHER UCIs" are exceeded for reasons beyond the control of the Fund or as the exercise of subscription rights, the Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the best interest of the Unitholders.

### **Cross investments**

Each Sub-Fund may subscribe, acquire and/or hold securities to be issued or issued by one or more Sub-Funds of the Fund without the Fund being subject to the requirements of the law of 10 August 1915 on commercial companies, as amended from time to time, with respect to the subscription, acquisition and /or the holding by a company of its own shares, under the condition however that:

- (i) the target Sub-Fund does not, in turn, invest in the Sub-Fund invested in the target Sub-Fund;
- (ii) no more than 10% of the assets that the target Sub-Funds may be invested in aggregate in shares of other target Sub-Funds of the Fund;
- (iii) the voting rights linked to the securities of the target Sub-Funds are suspended during the period of investment;
- (iv) in any event, for as long as these securities are held by the Fund, their value will not be taken into consideration for the calculation of the NAV for the purposes of verifying the minimum threshold of the net assets imposed by the 2010 Law; and
- (v) there is no duplication of management/subscription or redemption fees between those at the level of the Sub-Fund having invested in the target Sub-Fund and those of the target Sub-Fund.

### **B. INVESTMENT MADE BY INDEX SUB-FUNDS**

A Sub-Fund may replicate the composition of a certain financial index which is recognised by the CSSF, on the following basis:

- the composition of the index is sufficiently diversified,
- the index represents an adequate benchmark for the market to which it refers,
- it is published in an appropriate manner.

The limits laid down in paragraph "Risk Diversification Rules" above, are raised to a maximum of 20% for investments in shares and/or bonds issued by the same body. The aforesaid limit is raised to 35% where that proves to be justified by exceptional market conditions in particular in regulated markets where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

### **C. INVESTMENT IN UCITS AND OTHER UCIs**

Certain Sub-Funds may acquire units of UCITS and/or other UCIs referred to in Paragraph A above, provided that no more than 20% of a Sub-Fund's net assets be invested in the units of a single UCITS or other UCI.

For the purpose of the application of the investment limit, each Sub-Fund of a UCI with an umbrella structure is to be considered as a separate issuer provided that the principle of segregation of the obligations of the various Sub-Funds vis-à-vis third parties is ensured.

Investments made in units/shares of UCIs other than UCITS may not in aggregate exceed 30% of the net assets of a Sub-Fund.

When the Sub-Funds of the Fund invest in the units/shares of other UCITS and/or other UCIs linked to the Fund by common management or control, or by a substantial direct or indirect holding, or managed by a management company linked to the Fund, no subscription or redemption fees may be charged to the Fund on account of its investment in the units of such other UCITS and/or UCIs.

In respect of a Sub-Fund's investments in UCITS and other UCIs linked to the Fund as described in the preceding paragraph, the total Management Company fee (excluding any performance fee, if any) charged to such Sub-Fund and each of the UCITS or other UCIs concerned shall not exceed 4% of the relevant net assets under management. The Fund will indicate in its annual report the total Management Company fees charged both to the relevant Sub-Fund and to the UCITS and other UCIs in which such Sub-Fund has invested during the relevant period.

The Fund may acquire no more than 25% of the units/shares of the same UCITS and/or other UCI. This limit may be disregarded at the time of acquisition if at that time the gross amount of the units in issue cannot be calculated. In case of a UCITS or other UCI with multiple sub-funds, this restriction is applicable by reference to all units/shares issued by the UCITS/UCI concerned, all sub-funds combined.

The underlying investments held by the UCITS or other UCIs in which the Fund invests do not have to be considered for the purpose of the investment restrictions set forth under A above.

Each Sub-Fund, as described in its Appendix as the case may be, could act as a feeder fund (the "**Feeder**") of a UCITS or of a compartment of such UCITS (the "**Master**"), which shall neither itself be a feeder fund nor hold units/shares of a feeder fund. In such a case the Feeder shall invest at least 85% of its assets in shares/units of the Master.

The Feeder may not invest more than 15% of its assets in one or more of the following:

- (a) ancillary liquid assets in accordance with Article 41 (2), second paragraph of the 2010 Law;
- (b) financial derivative instruments, which may be used only for hedging purposes, in accordance with Article 41 (1) g) and Article 42 (2) and (3) of the 2010 Law;
- (c) movable and immovable property which is essential for the direct pursuit of the Fund's business.

### **D. INVESTMENT IN OTHER ASSETS**

- a) The Fund will not make investments in precious metals or certificates representing them. The Fund may not enter into transactions involving commodities or commodity contracts, except that the Fund may employ techniques and instruments relating to transferable securities set out in chapter "F. INVESTMENT TECHNIQUES 1. Techniques and Instruments Relating to Transferable Securities".
- b) The Fund will not purchase or sell real estate or any option, right or interest therein, provided the Fund may invest in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein.
- c) The Fund may not purchase any securities on margin (except that the Fund may obtain such short-term credit as may be necessary for the clearance of purchases and sales of securities) or make short sales of securities; deposits or other accounts in connection with option, forward or futures contracts, permitted within the limits of Paragraph A, are not considered margin for this purpose.

- d) The Fund may not borrow for the account of any Sub-Fund, other than amounts which do not in aggregate exceed 10% of the NAV of the Sub-Fund, and then only as a temporary measure. For the purpose of this restriction, back to back loans are not considered to be borrowings.
- e) The Fund will not mortgage, pledge, hypothecate or otherwise encumber as security for indebtedness any securities held for the account of any Sub-Fund, except as may be necessary in connection with the borrowings mentioned in d) above, and then such mortgaging, pledging, or hypothecating may not exceed 10% of the NAV of each Sub-Fund. In connection with swap transactions, option and forward exchange or futures transactions the deposit of securities or other assets in a separate account shall not be considered a mortgage, pledge or hypothecation for this purpose.
- f) The Fund will not underwrite or sub-underwrite securities of other issuers.

The investment restrictions listed above apply at the time of purchase of the relevant investments. If these limits are exceeded with respect to a Sub-Fund for reasons beyond the control of the Sub-Fund or when exercising subscription rights, the Sub-Fund shall adopt as a priority objective for the sales transactions of the relevant Sub-Fund the remedying of that situation, taking due account of the interests of the Unitholders. In accordance with the above Investment Restrictions, each Sub-Fund may employ techniques and instruments relating to transferable securities providing that these techniques and instruments are used for the purpose of efficient portfolio management. A Sub-Fund may also employ techniques and instruments intended to provide protection against foreign exchange risks in the context of the management of the assets and liabilities of the Sub-Fund (see below).

The Board of Directors, with the agreement of the Depositary Bank, may impose other investment restrictions at any time in the interest of the Unitholders whenever necessary to comply with the laws and requirements of those countries where the Fund Units are offered.

## **E. GLOBAL EXPOSURE**

As part of the risk-management process, the global exposure of each Sub-Fund is measured and controlled on a daily basis by the commitment approach.

The global exposure as referred to in article 42, paragraph (3) of the 2010 Law shall be calculated as either of the following:

- the incremental exposure and leverage generated by the managed Sub-Fund through the use of financial derivative instruments including embedded derivatives pursuant to Article 42, paragraph (3), fourth sub-paragraph of the 2010 Law, which may not exceed the total of the Sub-Fund's NAV;
- the market risk of the Sub-Fund's portfolio.

The commitment approach is applied to all financial derivative instrument positions including embedded derivatives as referred to in the fourth sub-paragraph of article 42, paragraph (3) of the 2010 Law, whether used as part of the Sub-Fund general investment policy, for the purposes or risk reduction or for the purposes of efficient portfolio management as referred to in article 42, paragraph (2) of that Law.

Where the commitment approach is used for the calculation of global exposure, the Fund shall convert for each Sub-Fund each financial derivative instrument position into the market value of an equivalent position in the underlying asset of that derivative.

The Fund, on behalf of each Sub-Fund, may take account of netting and hedging arrangements when calculating global exposure, where these arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure.

When a Sub-Fund invests in index-based financial derivative instruments, these investments do not have to be combined to the limits laid down in relevant Appendix. Where the use of financial derivative instruments does not generate incremental exposure for the Sub-Fund, the underlying exposure need not be included in the commitment calculation.



Temporary borrowing arrangements entered into on behalf of the Sub-Fund in accordance with article 50 of the 2010 Law need not be included in the global exposure calculation.

## **F. INVESTMENT TECHNIQUES**

### **1. Techniques and Instruments Relating to Transferable Securities**

**For the purpose of hedging and efficient portfolio management, the Sub-Funds may undertake transactions relating to financial futures, (i.e. interest rate, currency, stock index and futures on Transferable Securities), warrants and options contracts traded on a Regulated Market, transactions relating to OTC options, swaps and swaptions with highly rated financial institutions specialising in this type of transaction and participating actively in the relevant OTC market.**

Sub-Funds which undertake such transactions will bear specific costs associated to this type of transaction.

Generally, no more than 10% of the gross revenue arising from efficient portfolio management transactions may be deducted from revenue delivered to the Fund as direct and indirect operational expenses.

All income arising from the use of techniques and instruments for efficient portfolio management (to the extent applicable), less direct and indirect operational costs and fees, will profit the Fund in order to be reinvested in line with the Fund's investment policy and consequently will positively impact on the performance of a Sub-Fund.

Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid – as well as any relationship they may have with the Depositary Bank or the Investment Manager will be available in the annual report of the Fund.

#### **A. Options on Transferable Securities**

A Sub-Fund may buy and sell put and call options on Transferable Securities. At the conclusion as well as during the existence of contracts for the sale of call options on securities, a Sub-Fund will hold either the underlying securities, matching call options, or other instruments (such as warrants) that provide sufficient coverage of the commitments resulting from these transactions. The underlying securities related to written call options may not be disposed of as long as these options are outstanding unless such options are covered by matching options or by other instruments that can be used for that purpose. The same applies to equivalent call options or other instruments which a Sub-Fund must hold where it does not have the underlying securities at the time of the writing of such options.

A Sub-Fund may not write uncovered call options on Transferable Securities. As a derogation from this rule, a Sub-Fund may write call options on securities that it does not hold at inception of the transaction, if the aggregate exercise price of such uncovered written call options does not exceed 25% of the Net Assets of the Sub-Fund and the Sub-Fund is, at any time, in a position to cover the open position resulting from such transactions.

Where a put option is sold, the Sub-Fund's corresponding portfolio must be covered for the full duration of the contract by adequate liquid assets that would meet the exercise value of the contract, should the option be exercised by the counterpart.

#### **B. Hedging through Stock Market Index Futures, Warrants and Options**

As a global hedge against the risk of unfavorable stock market movements, a Sub-Fund may sell futures contracts on stock market indices, and may also sell call options, buy put options or transact in warrants on stock market indices, provided there is sufficient correlation between the composition of the index used and the Sub-Fund's corresponding portfolio. The total commitment resulting from such futures, warrants and option contracts on stock market indices may not exceed the global valuation of

securities held by the relevant Sub-Fund's corresponding portfolio in the market corresponding to each index.

C. Hedging through Interest Rate Futures, Options, Warrants, Swaps and Swaptions

As a global hedge against interest rate fluctuations, a Sub-Fund may sell interest rate futures contracts and may also sell call options, buy put options or transact in warrants on interest rates or enter into OTC interest rates swaps or swaptions with highly rated financial institutions specialising in this type of instruments. The total commitment resulting from such futures, swaps, swaptions, warrants and option contracts on interest rates may not exceed the total market value of the assets to be hedged held by the Sub-Fund in the currency corresponding to these contracts.

D. Futures, Warrants and Options on Other Financial Instruments for a Purpose Other than Hedging.

As a measure towards achieving a fully invested portfolio and retaining sufficient liquidity, a Sub-Fund may buy or sell futures, warrants and options contracts on financial instruments (other than Transferable Securities or currency contracts), such as instruments based on stock market indices and interest rates, provided that these are in line with the stated investment objective and policy of the corresponding Sub-Fund and the total commitment arising from these transactions together with the total commitment arising from the sale of call and put options on Transferable Securities at no time exceeds the NAV of the relevant Sub-Fund.

With regard to the "total commitment" referred to in the preceding paragraph, the call options written by the Sub-Fund on Transferable Securities for which it has adequate cover do not enter in the calculation of the total commitment. The commitment relating to transactions other than options on Transferable Securities shall be defined as follows:

- the commitment arising from futures contracts is deemed equal to the value of the underlying net positions payable on those contracts which relate to identical financial instruments (after setting off all sale positions against purchase positions), without taking into account the respective maturity dates, and
- the commitment deriving from options purchased and written as well as warrants purchased and sold is equal to the aggregate of the exercise (striking) prices of net uncovered sales positions which relate to single underlying assets without taking into account respective maturity dates.

The aggregate acquisition prices (in terms of premiums paid) of all options on Transferable Securities purchased by the Sub-Fund together with options acquired for purposes other than hedging (see above) may not exceed 15% of the Net Assets of the relevant Sub-Fund.

Each Sub-Fund may also buy and sell futures on Transferable Securities. The limits applicable to this investment are the ones described above under the point 1) *Techniques and Instruments relating to Transferable Securities*.

E. Management of the collateral

The risk exposures to a counterparty arising from OTC financial derivative transactions and efficient portfolio management techniques shall be combined when calculating the counterparty risk limits provided for under the paragraph on the Limitation on Control above.

Where a Sub-Fund enters into OTC financial derivative transactions and efficient portfolio management techniques, all collateral used to reduce counterparty risk exposure shall comply with the following criteria at all times:

- i) any collateral received other than cash shall be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold

quickly at a price that is close to pre-sale valuation. Collateral received shall also comply with the provisions of the paragraph on Limitations on Control above.

- ii) collateral received shall be valued on at least a daily basis. Assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place.
- iii) collateral received shall be of high quality.
- iv) the collateral received shall be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.
- v) collateral shall be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the UCITS receives from a counterparty of efficient portfolio management and over-the-counter financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its NAV. When UCITS are exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation from this sub-paragraph, a UCITS may be fully collateralised in different Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or public international body to which one or more Member States belong. Such a UCITS should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the UCITS' NAV. UCITS should also identify the Member States, local authorities, or public international bodies issuing or guaranteeing securities which they are able to accept as collateral for more than 20% of their NAV.
- vi) Where there is a title transfer, the collateral received shall be held by the depositary. For other types of collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.
- vii) Collateral received shall be capable of being fully enforced by the relevant Sub-Fund at any time without reference to or approval from the counterparty.
- viii) Non-cash collateral received shall not be sold, re-invested or pledged.

Cash collateral received shall only be:

- placed on deposit with entities as prescribed in the Section A. Investment in Transferable Securities and Liquid Assets;
- invested in high-quality government bonds;
- used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Sub-Fund is able to recall at any time the full amount of cash on accrued basis;
- invested in short-term money market funds as defined in the "Guidelines on a Common Definition of European Money Market Funds" (Ref. CESR/10-049).

Re-invested cash collateral should be diversified in accordance with the diversification requirements applicable to non-cash collateral. 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 Sub-Fund concerned, or (iii) yield a sum less than the amount of collateral to be returned.

At the date of this Prospectus, cash collateral will not be reused. The Prospectus will be amended accordingly should it not be the case anymore.

#### *Level of collateral*

The Investment Manager will determine for each Sub-Fund the required level of collateral for OTC financial derivative instruments and efficient portfolio management techniques by reference to the applicable counterparty risk limits set out in this Prospectus and taking into account the nature and

characteristics of transactions, the creditworthiness and identity of counterparties and prevailing market conditions.

#### *Haircut policy*

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate discounts which will be determined by the Company for each asset class based on its haircut policy. The policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets and, where applicable, the outcome of liquidity stress tests carried out by the Company under normal and exceptional liquidity conditions. No haircut will generally be applied to cash collateral (base currency).

Subject to the abovementioned conditions, collateral received by the Sub-Funds may consist of those assets listed in the table below.

Where a collateral support annex is in place with a counterparty, the collateral valuation percentages will be as follows (the levels of the haircuts are regularly checked for their adequacy and accordingly adjusted if necessary):

| ASSET                      | REMAIMING MATURITY | RATING   | VALUATION PERCENTAGES (MIN - MAX LIMITS) |
|----------------------------|--------------------|----------|--|
| Cash (base currency)       | n/a                | n/a      | 100%                                     |
| Cash (non-base currency)   | n/a                | n/a      | 75% - 100%                               |
| Govt & Supranational Bonds | < 12 months        | AAA - AA | 95% - 99%                                |
|                            |                    | A - BBB  | 93% - 99%                                |
| Govt & Supranational Bonds | 1 year - 2 years   | AAA - A  | 85% - 97%                                |
| Govt & Supranational Bonds | 2 years - 5 years  | AAA - A  | 80% - 95%                                |
| Corp Bonds (Senior debt)   | < 12 months        | AAA - AA | 92% - 98%                                |
|                            |                    | A - BBB  | 90% - 98%                                |
| Corp Bonds (Senior debt)   | 1 year - 2 years   | AAA - A  | 80% - 95%                                |
| Corp Bonds (Senior debt)   | 2 years - 5 years  | AAA - A  | 75% - 93%                                |
| UCITS                      | n/a                | n/a      | 50% - 100%                               |

## **2. Techniques and Instruments on currencies for purposes other than hedging**

The following techniques and instruments may be used by each Sub-Fund without any geographical limitations under the conditions they are made with highly rated financial institutions specialising in this type of transaction and participating actively in the relevant OTC market.

Each Sub-Fund of the Fund may, for purposes other than hedging, purchase and sell futures contracts and options on currencies, enter into swap agreements on currencies and forward exchange contracts. These techniques and instruments on currencies for purposes other than hedging must meet in each Sub-Fund the following conditions:

- they may only be used in the sole and exclusive interest of the Unitholders for the purpose of offering an interesting return versus the risks incurred,
- the total of net commitments (these being calculated per currency) arising from the techniques used for purposes other than hedging may not, in any case, exceed the net assets of each Sub-Fund.

### 3. Techniques and Instruments to protect against Exchange Risks

**For the purpose of protecting against currency fluctuation, the Sub-Funds may undertake transactions relating to financial futures, warrants and options contracts traded on a Regulated Market. Alternatively, the Sub-Funds may undertake transactions relating to OTC options, swaps and swaptions with highly rated financial institutions specialising in this type of transaction and participating actively in the relevant OTC market.**

In order to hedge foreign exchange risks, a Sub-Fund may have outstanding commitments in currency futures and/or sell call options, purchase put options or transact in warrants with respect to currencies, or enter into currency forward contracts or currency swaps. The hedging objective of the transactions referred to above presupposes the existence of a direct relationship between the contemplated transactions and the assets or liabilities to be hedged and implies that, in principle, transactions in a given currency may not exceed the valuation of the aggregate assets denominated in that currency nor may they, as regards their duration, exceed the period during which such assets are held.

### 4. Other instruments

#### (a) Warrants

Warrants shall be considered as Transferable Securities if they give the investor the right to acquire newly issued or to be issued transferable securities. The Sub-Funds, however, may not invest in warrants where the underlying is gold, oil or other commodities.

The Sub-Funds may invest in warrants based on stock exchange indices for the purpose of efficient portfolio management.

#### (b) Rules 144 A Securities

Rule 144A securities are securities that are not required to be registered for resale in the United States under an exemption pursuant to Section 144A of the 1933 Act ("Rule 144A Securities"), but can be sold in the United States to certain institutional buyers. A Sub-Fund may invest in Rule 144A Securities, provided that such securities are issued with registration rights pursuant to which such securities may be registered under the 1933 Act and traded on the US OTC Fixed Income Securities market. Such securities shall be considered as newly issued Transferable Securities within the meaning of section c) of Paragraph A hereabove.

In the event that any such securities are not registered under the 1933 Act within one (1) year of issue, such securities shall be considered as falling under section b) of Paragraph A and consequently subject to the 10% limit of the Net Assets of the Sub-Fund.

#### (c) Structured Notes

Subject to any limitations in its investment objective and policy and to the *Investment Restrictions* outlined above, each Sub-Fund may invest in structured notes, comprising listed government bonds, medium-term notes, certificates or other similar instruments issued by prime rated issuers where the respective coupon and/or redemption amount has been modified (or structured), by means of a financial instrument. These notes are valued by brokers with reference to the revised discounted future cash flows of the underlying assets. The investment restrictions are applying on both the issuer of the notes as well as on the underlying of such notes.

### 5. Special risk considerations and risk factors

Investment in a fund with variable capital such as the Fund carries with it a degree of risk including, but not limited to, the risks referred to below. This list details those risks identified at the time of the issue of this document. Risks may arise in the future which could not have been anticipated in advance. Risk factors may apply to each Sub-Fund to varying degrees, and this exposure will also vary over time. **The investment risks described below are not purported to be exhaustive and potential Unitholders should review this Prospectus in its entirety and consult with their professional advisors, before making an application for Units in any Sub-Fund.** Changes in rates of currency exchange between the value of the currency of an investor's domicile and of the

currency of the Units may cause the value of Units to go up or down in terms of the currency of an investor's domicile. In addition, the levels and bases of, and tax relief, from taxation to which both the Management Company / the Fund and Unitholders may be subject, may change. **The NAV of any Sub-Fund may go up or down and Unitholders may not get back the amount invested or any return on their investment.**

### **Market Risk**

Market risks include changes in general economic and market conditions, changes in interest rates, foreign exchange exposures and equity market exposure.

The investments of the Fund may go up and down due to changing economic, political or market conditions, or due to an issuer's individual situation. The market risk can take various forms depending on the type of securities invested. This includes the equity risk, the interest rate risk and volatility.

### **Equity Risk**

Sub-Funds investing in common stocks and other equity securities are subject to market risk that historically has resulted in greater price volatility than experienced by bonds and other fixed income securities.

### **Interest Rate Risk**

A Sub-Fund that invests in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Risk linked to inflation**

While investing in a Money Market Sub-Fund, Unitholders are exposed to the risk of potential capital erosion due to a general increase of inflation as the Sub-Fund performance does not account for inflation.

### **Valuation Risk**

The valuation risk is the risk that a security is not priced at its real market value at any moment in time. Factors contributing to valuation risk can include incomplete data, market instability, financial modelling uncertainties and poor data analysis.

### **Operational Risk**

The Fund's operations (including investment management and distribution) are carried out by the service providers described in the section headed "II. Administration and Sub-Funds Managers". In the event of negligence, inadequate or failed internal processes, people or systems of a service provider, the Fund could experience delays as well as temporarily unfulfilled investment policy or other disruptions.

More specifically, Unitholders should be aware that any delay or inaccuracy in the processing of Unitholders' orders and in the circulation of information in relation thereof amongst interested parties (including communication to the Investment Manager) may result in a Sub-Fund's portfolio to be over- or under-invested which may itself result in a possible loss of performance (or loss of an opportunity of performance) if the relevant market(s) would, during the relevant period, respectively have a negative or positive performance.

### **Credit Risk**

A Sub-Fund that invests in bonds and other fixed income securities, is subject to the risk that some issuers may not make payments on such securities. Furthermore, an issuer may suffer adverse changes in its financial condition that could lower the credit quality of a security, leading to greater volatility in the price of the security and in the value of the Sub-Fund. A change in the quality rating of a bond or other security can also affect the security's liquidity and make it more difficult to sell. A Sub-Fund that invests in lower quality debt securities is more susceptible to these problems and its value may be more volatile.

### Currency Risk

Because the assets and liabilities of a Sub-Fund may be denominated in currencies different from the Reference Currency, the Sub-Fund may be affected favourably or unfavourably by exchange control regulations or changes in the exchange rates between such Reference Currency and other currencies. Changes in currency exchange rates may influence the value of a Sub-Fund's Units, and also may affect the value of dividends and interests earned by a Sub-Fund and gains and losses realised by a Sub-Fund. The exchange rates between the Reference Currency and other currencies are determined by supply and demand in the currency exchange markets, the international balances of payments, governmental intervention, speculation and other economic and political conditions. If the currency in which a security is denominated appreciates against the Reference Currency, the price of the security could increase. Conversely, a decline in the exchange rate of the currency would adversely affect the price of the security. The risk of such declines is more pronounced with currencies of developing countries.

To the extent that a Sub-Fund seeks to use any techniques or instruments to hedge or to protect against currency exchange risk, there is no guarantee that hedging or protection will be achieved. Unless otherwise stated in any Sub-Fund's investment policy, there is no requirement that any Sub-Fund seeks to hedge or to protect against currency exchange risk in connection with any transaction.

### Derivatives Instruments

A Sub-Fund's use of derivatives such as futures, options, warrants, forwards, swaps and swaptions involves increased risks. A Sub-Fund's ability to use such instruments successfully depends on its Investment manager's ability to accurately anticipate movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the Investment Manager's anticipations are wrong, or if the derivatives do not work as anticipated, the Sub-Fund could suffer greater losses than if the Sub-Fund had not used the derivatives.

If a derivative instrument transaction is particularly large or if the relevant market is illiquid it may not be possible to initiate a transaction or liquidate a position at an advantageous price.

Risks inherent in the use of such derivative instruments also include the imperfect correlation between the price of options and futures contracts and options on these contracts and movements in the prices of the securities, money market instruments or currencies being hedged; the possibility of a non-liquid secondary market for a particular instrument at a given time; and the risk that a Sub-Fund may not be able to purchase or sell a portfolio security during a favorable period or the risk that a Sub-Fund may have to sell a portfolio security during an unfavorable period.

When a Sub-Fund enters into a derivative instrument transaction, it is exposed to counterparty risk.

In some instances, the use of the above mentioned instruments may have the effect of leveraging the Sub-Fund.

According to CSSF Circular 11/512, the Prospectus shall, pursuant to Article 47 of the 2010 Law, include a prominent statement specifying whether financial derivative transactions may be used for hedging purposes or in furtherance of the investment objectives as well as the possible effects of using financial derivative instruments on the risk profile. In addition, if the NAV of a UCITS is susceptible to increased volatility as a result of the composition of the portfolio or the management techniques that may be used, the Prospectus has to contain a prominent statement drawing attention to this characteristic of the UCITS.

Leveraging adds increased risks because losses may be out of proportion to the amount invested on the instrument. These instruments are highly volatile instruments and their market values may be subject to wide fluctuations.

### Investment in Structured Notes

The primary risks affecting the Sub-Funds investing in Structured Notes are "*Credit Risk*" "*Interest Rate Risk*" and "*Liquidity Risk*."

Credit Risk refers to the likelihood that the Sub-Fund could lose money if an issuer is unable to meet its financial obligations, such as the payment of principal and/or interest on an instrument, or goes bankrupt. The Sub-Fund may invest a portion of its assets in structured notes which are not guaranteed by any government of the OECD, which may make the Sub-Fund subject to substantial

credit risk. This is especially true during periods of economic uncertainty or during economic downturns.

Credit risk is much more present than in other fixed income products as these Structured Notes are linked to the credit risk of a portfolio of underlying issuers.

Interest Rate Risk refers to the possibility that the value of the Sub-Fund's portfolio investments may fall since fixed income securities generally fall in value when interest rate rise. The longer the term of a fixed income instrument, the more sensitive it will be to fluctuations in value from interest rate changes. Changes in interest rates may have a significant effect on this Sub-Fund, because it may hold securities with long terms to maturity and structured notes.

Liquidity Risk refers to the possibility that the Sub-Fund may lose money or to be prevented from earning capital gains if it cannot sell a security at the time and price that is most beneficial to the Sub-Fund and may be unable to raise cash to meet redemption requests. Because structured securities may be less liquid than other securities, the Sub-Fund may be more susceptible to liquidity risks than funds that invest in other securities.

#### OTC transactions

Certain Sub-Funds may engage in OTC transactions with banks or brokers acting as counterpart. Participants to such markets are not protected against defaulting counterparts in their transactions because such contracts are not guaranteed by a clearing house.

### **6. Co-Management Techniques**

In order to reduce operational and administrative charges while allowing a wider diversification of the investments, the Management Company may decide that part or all of the assets of a Sub-Fund will be co-managed with assets belonging to other Sub-Funds within the present structure and/or other Luxembourg collective investment schemes. In the following paragraphs, the words "co-managed entities" shall refer to the Fund and all entities with and between which there would exist any given co-management arrangement and the words "co-managed Assets" shall refer to the entire assets of these co-managed entities co-managed pursuant to the same co-management arrangement.

Under the co-management arrangement, the Investment Manager will be entitled to take, on a consolidated basis for the relevant co-managed entities, investment, disinvestment and portfolio readjustment decisions which will influence the composition of each Sub-Fund's portfolio. Each co-managed entity shall hold a portion of the co-managed Assets corresponding to the proportion of its net assets to the total value of the co-managed Assets. This proportional holding shall be applicable to each and every line of investment held or acquired under co-management. In case of investment and/or disinvestment decisions these proportions shall not be affected and additional investment shall be allotted to the co-managed entities pursuant to the same proportion and assets sold shall be levied proportionately on the co-managed Assets held by each co-managed entity.

In case of new subscriptions in one of the co-managed entities, the subscription proceeds shall be allotted to the co-managed entities pursuant to the modified proportions resulting from the net asset increase of the co-managed entity which has benefited from the subscriptions and all lines of investment shall be modified by a transfer of assets from one co-managed entity to the other in order to be adjusted to the modified proportions. In a similar manner, in case of redemptions in one of the co-managed entities, the cash required may be levied on the cash held by the co-managed entities pursuant to the modified proportions resulting from the net asset reduction of the co-managed entity which has suffered from the redemptions and, in such case, all lines of investment shall be adjusted to the modified proportions. Unitholders should be aware that, in the absence of any specific action by the Board of Directors of the Management Company or its appointed agents, the co-management arrangement may cause the composition of assets of the Fund to be influenced by events attributable to other co-managed entities such as subscriptions and redemptions.

Thus, all other things being equal, subscriptions received in one entity with which the Fund or any Sub-Fund is co-managed will lead to an increase in the Fund's and Sub-Fund's reserve(s) of cash. Conversely, redemptions made in one entity with which the Fund or any Sub-Fund is co-managed will lead to a reduction in the Fund's and Sub-Fund's reserves of cash respectively. Subscriptions and redemptions may however be kept in the specific account opened for each co-managed entity



outside the co-management arrangement and through which subscriptions and redemptions must pass.

The possibility to allocate substantial subscriptions and redemptions to these specific accounts together with the possibility for the Board of Directors of the Management Company or its appointed agents to decide at any time to terminate its participation in the co-management arrangement permit the Fund to avoid the readjustments of its portfolio if these readjustments are likely to affect the interest of the Fund and of its Unitholders.

If a modification of the composition of the Fund's portfolio resulting from redemptions or payments of charges and expenses peculiar to another co-managed entity (i.e. not attributable to the Fund) is likely to result in a breach of the investment restrictions applicable to the Fund, the relevant assets shall be excluded from the co-management arrangement before the implementation of the modification in order for it not to be affected by the ensuing adjustments.

Co-managed Assets of the Fund shall, as the case may be, only be co-managed with assets intended to be invested pursuant to investment objectives identical to those applicable to the co-managed Assets in order to ensure that investment decisions are fully compatible with the investment policy of the Fund. Co-managed Assets shall only be co-managed with assets for which the Depositary is also acting as depository in order to assure that the Depositary is able, with respect to the Fund, to fully carry out its functions and responsibilities pursuant to the Law of 2010. The Depositary shall at all times keep the Fund's assets segregated from the assets of other co-managed entities, and shall therefore be able at all times to identify the assets of the Fund. Since co-managed entities may have investment policies, which are not strictly identical to the investment policy of the Fund, it is possible that as a result the common policy implemented may be more restrictive than that of the Fund.

A co-management agreement shall be signed between the Fund, the Depositary, the Administrator and the Investment Managers in order to define each of the parties rights and obligations. The Board of Directors of the Management Company may decide at any time and without notice to terminate the co-management arrangement.

Unitholders may at all times contact the registered office of the Fund to be informed of the percentage of assets which are co-managed and of the entities with which there is such a co-management arrangement at the time of their request. Annual and half yearly reports shall state the co-managed Assets' composition and percentages.

## **7. Securities Financing Transactions**

The Fund is not authorized to enter into total return swaps nor the following securities financing transactions covered under the EU Regulation 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (the "SFTR"):

- repurchase and reverse repurchase agreement transactions;
- securities lending or borrowing;
- buy-sell back/sell-buy back transactions;
- margin lending.

Before any Sub-Fund enters into transactions covered under the SFTR, the Prospectus will be updated and all the relevant information will be disclosed in the General part of the Prospectus and in the Appendix of the relevant Sub-Fund in accordance with article 14.2 of the SFTR.

#### **IV. Net Asset Value**

The NAV per Unit of each Class in each Sub-Fund will be calculated by the Administrative Agent in the Reference Currency of the Sub-Fund.

The Sub-Funds are valued daily and the NAV per Unit is calculated on each Valuation Day as defined in the relevant Appendices. The NAV per Unit for all Sub-Funds will be determined on the basis of the last available closing prices. If since the close of business, there has been a material change in the quotations on the markets on which a substantial portion of the investments attributable to a particular Sub-Fund are dealt or quoted, the Management Company may, in order to safeguard the interests of Unitholders and the Fund, cancel the first valuation and carry out a second valuation prudently and in good faith.

The NAV per Unit of each Class of Units for all Sub-Funds is determined by dividing the value of the total assets of the Sub-Fund properly allocable to such Class of Units less the liabilities of the Sub-Fund properly allocable to such Class of Units by the total number of Units of such Class outstanding on any Valuation Day.

The NAV of the Class A, Class B and Class C Units will differ within each Sub-Fund as a result of the differing subscription tax for each Class. In calculating the NAV per Unit, income and expenditure are treated as accruing on a daily basis.

The valuation of the NAV per Unit of the different Classes of Units shall be made in the following manner:

a) The assets of the Fund shall be deemed to include:

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

The value of such assets shall be determined as follows:

- i) The value of any cash on hand or on deposit bills and demand notes and accounts receivable, prepaid expenses, cash dividends, interest declared or accrued and not yet received, all of which are deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof;
- ii) Securities and money market instruments listed on a "Regulated market" that operates regularly, is recognised and is open to the public, will be valued at their last available closing prices, or, in the event that there should be several such markets, on the basis of their last available closing prices on the main market for the relevant security;

- iii) In the event that the last available closing price does not, in the opinion of the directors, truly reflect the fair market value of the relevant securities, the value of such securities will be defined by the Management Company based on the reasonably foreseeable sales proceeds determined prudently and in good faith;
- iv) Securities not listed or traded on a stock exchange or not dealt on another Regulated Market will be valued on the basis of the probable sales proceeds determined prudently and in good faith by the Management Company;
- v) The liquidating value of futures, forward or option contracts not traded on exchange or on other Regulated Markets shall mean their net liquidating value determined, pursuant to the policies established by the directors, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts traded on exchange or on other regulated markets shall be based upon the last available settlement prices of these contracts on exchange and regulated markets on which the particular futures, forward or option contracts are traded by the Fund; provided that if a futures, forward or option contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the Management Company may deem fair and reasonable;
- vi) Money market instruments not listed or traded on a stock exchange or not dealt on an Other Regulated Market are valued at their face value with interest accrued;
- vii) In case of money market instruments which have a maturity of less than ninety (90) days, the value of the instrument based on the net acquisition cost is gradually adjusted to the repurchase price thereof. In the event of material changes in market conditions, the valuation basis of the investment is adjusted to the new market yields;
- viii) Interest rate swaps will be valued at their market value established by reference to the applicable interest rates curve; Swaps pegged to indexes or financial instruments shall be valued at their market value, based on the applicable index or financial instrument. The valuation of the swaps tied to such indexes or financial instruments shall be based upon the market value of said swaps, in accordance with the procedures laid down by the Management Company;
- ix) Credit default swaps are valued on a daily basis founding on a market value obtained by external price providers. The calculation of the market value is based on the credit risk of the reference party respectively the issuer, the maturity of the credit default swap and its liquidity on the secondary market. The valuation method is recognized by the Management Company and checked by the auditors;
- x) Investments in other open-ended UCIs will be valued on the basis of the last available NAV of the units or shares of such UCIs; and
- xi) All other securities and other permitted assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

Any assets held in a particular Sub-Fund not expressed in the Reference Currency of the Sub-Fund will be translated into such Reference Currency at the rate of exchange prevailing in a recognised market on the Dealing Day in relation to the Valuation Day.

The Management Company, in its discretion, may permit some other method of valuation, based on the probable sales price as determined with prudence and in good faith by the Management Company, to be used if it considers that such valuation better reflects the fair value of any asset of the Fund.

In the event that the quotations of certain assets held by the Fund should not be available for calculation of the NAV per Unit of a Sub-Fund, each one of these quotations might be replaced by its last known quotation (provided this last known quotation is also representative) preceding the last quotation or by the last appraisal of the last quotation on the relevant Valuation Day, as determined by the Management Company.

b) The liabilities of the Fund shall be deemed to include:

- i) all loans, bills and accounts payable;
- ii) all accrued or payable administrative expenses (including, Management Company fees, distribution fees, depositary, administrator, registrar agent, nominee and other third party fees);
- iii) all known liabilities, present and future, including all matured contractual obligations for payment of money or property;
- iv) an appropriate provision for future taxes based on capital and income to the Dealing Day in relation to the Valuation Day, as determined from time to time by the Management Company, and other reserves, if any, authorised and approved by the Management Company, in particular those that have been set aside for a possible depreciation of the investments of the Fund; and
- v) all other liabilities of the Fund of whatsoever kind and nature except liabilities represented by Units of the Fund. In determining the amount of such liabilities, the Fund shall take into account all expenses payable by the Fund which shall comprise formation expenses, fees payable to the Management Company (including all reasonable out of pocket expenses), the Management Company, the Investment Managers, the Auditors, the Depositary Bank and Paying Agent, the Administrative Agent, the corporate agent, the Domiciliary Agent, the Registrar Agent, and permanent representatives in places of registration, and any other agent employed by the Management Company, fees for legal and auditing services, costs of any proposed listings, maintaining such listings, promotion, printing, reporting and publishing expenses (including reasonable marketing and advertising expenses and costs of preparing, translating and printing in different languages) of Prospectuses, PRIIPS KIDs, explanatory memoranda or registration statements, annual reports and semi-annual reports, long form reports, taxes or governmental and supervisory authority charges, insurance costs and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and telex. The Fund may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period.

All Units in the process of being redeemed by the Fund shall be deemed to be issued until the close of business on the valuation day applicable to the redemption. The redemption price is a liability of the Fund from the close of business on this date until paid.

All Units issued by the Fund in accordance with subscription applications received shall be deemed issued from the close of business on the valuation day applicable to the subscription.

The subscription price is an amount owed to the Fund from the close of business on such day until paid and equal to the total amount of net assets, of the concerned Sub-Fund, divided by the amount of units in issue plus entry fees, if any.

The net assets of the Fund are at any time equal to the total of the net assets of the various sub-funds.

**A – TEMPORARY SUSPENSION OF CALCULATION OF NAV PER UNIT**

The Fund may suspend temporarily the calculation of the NAV per Unit of one or more Sub-Funds and the issue, sale, redemption and conversion of Units, in particular, in the following circumstances:

- a) during any period when any of the principal stock exchanges or other recognized markets on which a substantial portion of the investments of the Fund attributable to such Sub-Fund 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 Sub-Fund quoted thereon;
- b) during the existence of any state of affairs which constitutes an emergency in the opinion of the Board of Directors as a result of which disposal or valuation of assets owned by the Fund attributable to such Sub-Fund would be impracticable;

- c) during any breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Sub-Fund or the current price or value on any stock exchange or other market in respect of the assets attributable to such Sub-Fund.
- d) during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of Units of such Sub-Fund or during which any transfer of funds involved in the realization or acquisition of investments or payments due on redemption of Units cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange;
- e) when for any other reason the prices of any investments owned by the Fund attributable to such Sub-Fund cannot promptly or accurately be ascertained;
- f) upon the decision of the Management Company for the purpose of winding-up the Fund.
- g) when any of the target funds in which the Fund invests substantially its assets suspends the calculation of its NAV.

The suspension of calculation of NAV of a Sub-Fund shall have no effect on the calculation of the NAV per Unit, the issue, sale, redemption and conversion of Units of any other Sub-Fund which is not suspended.

Any request for subscription, redemption or conversion shall be irrevocable except in the event of a suspension of the calculation of the NAV per Unit.

Notice of the beginning and of the end of any period of suspension may be sent by mail to all Unitholders at their address recorded in the register of Unitholders or to the extent required by the law, the notice shall be published in a Luxembourg daily newspaper and in any other newspaper(s) selected by the Board of Directors if the duration of the suspension is to exceed a certain period. Notice will likewise be given to any subscriber or Unitholder as the case may be applying for purchase, redemption or conversion of Units in the Sub-Fund(s) concerned.

#### **B – PUBLICATION OF NAV PER UNIT**

The NAV per Unit of each Class within each Sub-Fund is made public at the registered office of the Fund and of the Management Company and is available at the registered office of the Depositary. The Management Company may arrange for the publication of this information in leading financial newspapers. The Management Company cannot accept any responsibility for any error or delay in publication or for non-publication of prices by the data providers.

The relevant NAV per Unit shall be published in each country where the Fund or a specific Sub-Fund is authorised, in the newspapers determined by the Directors or as otherwise required by applicable law.

### **V. The Units (issue and form)**

After the initial subscription period, as defined in the relevant Appendices, Units will be issued at the NAV per Unit of the relevant Class (the "**Issue Price**"). Fractions of Units to three decimal places will be issued, the Fund being entitled to receive the adjustment.

All Units will be issued in registered form. The Unitholder register is conclusive evidence of ownership. The Management Company treats the registered owner of a Unit as the absolute and beneficial owner thereof.

Units are freely transferable (with the exception that Units may not be transferred to a Prohibited Person or a US Person, as defined under paragraph "Rejection of Subscriptions").

Upon the death of a Unitholder, the Board of Directors reserves the right to require the provision of appropriate legal documentation in order to verify the rights of all and any successors in title to Units.

No Units of any Class will be issued by the Fund during any period in which the determination of the NAV of the Units is suspended by the Fund, as noted at under "Temporary Suspension of Calculation of the NAV per Unit".

## **VI. Classes of Units**

The Fund will issue three Classes of Units: Class A, Class B and Class C Units differ in the targeted investors and in the subscription tax.

Class A Units are reserved to retail clients.

Class B Units are reserved to international institutional investors within the meaning of article 174 of the 2010 Law as amended from time to time.

Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

The amounts invested in Class A, Class B and Class C Units are themselves invested in a common underlying portfolio of investments, although the NAV per Unit of each Class of Units may differ as a result of either the subscription tax and/or the Management Company Fees.

## **VII. Subscription for Units**

### **A. SUBSCRIPTION PROCEDURE**

Subscriptions for Units can be accepted only on the basis of the current Prospectus. The Management Company will produce an audited annual report (the "**Annual Report**") containing the audited accounts and an unaudited semi-annual report (the "**Semi-annual Report**"). Following the publication of the first of either report, the current Prospectus and the PRIIPS KIDs at that date will be valid only if accompanied by such Annual Report or Semi-annual Report if more recent. These reports in their latest version will form an integral part of the Prospectus.

An investor's first subscription for Units must be made to the Registrar Agent in Luxembourg or to the Nominee (as described under paragraph "Management and Administration") as indicated on the subscription form (the "**Subscription Form**"). Subsequent subscriptions for Units may be made in writing or by fax. The Management Company reserves the right to reject, in whole or in part, any subscription without giving any reason therefore.

**All the subscription requests are dealt at an unknown NAV ("the Forward Pricing").**

Subscriptions for Classes A, B and C Units received by the Registrar Agent on any Dealing Day for Subscription (as defined in the Appendix of each Sub-Fund) before the Fund's subscription deadline, which is 1.00 p.m. in Luxembourg (the "**Subscription Deadline**"), will be processed on that Class A, B and C Dealing Day for Subscription, using the NAV per Unit calculated on the applicable Valuation Day, as defined in the relevant Appendices, and which will be based on the last available closing prices on the Valuation Day.

Different time limits may apply if subscriptions for Units are made through a Distributor/Nominee but in any case, the Nominee/Distributor will make sure that on a given Dealing Day, subscription orders are received by the Registrar Agent before the Subscription Deadline. No Distributor/Nominee is permitted to withhold subscription orders to benefit personally from a price change. Investors should note that they might be unable to purchase or redeem Units through a Distributor/Nominee on days that such Distributor/Nominee is not open for business.

Any applications for subscription received after the Subscription Deadline on the relevant Dealing Day will be processed on the next Dealing Day on the basis of the NAV per Unit determined on the following Valuation Day.

If receivable, any subscription received by the Registrar Agent or the Nominee after the Fund Subscription Deadline will be processed for subscription on the next Class A Dealing Day or Class B Dealing Day or Class C Dealing Day on the basis of the next NAV per Unit determined.

Payment for Units must be received by the Depositary and Paying Agent, as more fully described in each relevant Appendix in the Reference Currency (the "**Reference Currency**") of the relevant Sub-Fund, being the currency in which the Units of a determined Class may be purchased.

The Fund may restrict or prevent the ownership of Units in the Fund by any person, firm, partnership or corporate body, if in the sole opinion of the Management Company such holding may be detrimental to the interests of the existing Unitholders or of the Fund, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Fund may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred. Such persons, firms, partnerships or corporate bodies shall be determined by the Board of Directors ("**Prohibited Persons**").

As the Fund is not registered under the United States Securities Act of 1933, as amended, neither registered under the United States Investment Company Act of 1940, as amended, its Units may not be offered or sold, directly or indirectly, in the USA or its territories or possessions or areas subject to its jurisdiction, or to citizens or residents thereof ("**US Persons**").

Accordingly, the Fund may require any subscriber to provide it with any information that it may consider necessary for the purpose of deciding whether or not he is, or will be, a Prohibited Person or a US Person.

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

## **B. PAYMENT PROCEDURE**

The currency of payment for Units of each Sub-Fund will be the Reference Currency as more fully described in the relevant appendices. A subscriber may, however with the agreement of the Administrator, effect payment in any other freely convertible currency. The Administrator will arrange for any necessary currency transaction to convert the subscription monies from the currency of subscription (the "**Subscription Currency**") into the Reference Currency of the relevant Sub-Fund. Any such currency transaction will be effected with the Depositary at the subscriber's cost and risk. Currency exchange transactions may delay any issue of Units since the Administrator may choose at its option to delay executing any foreign exchange transaction until cleared funds have been received.

A Subscription Form accompanies this Prospectus and may also be obtained from the Registrar Agent or the Nominee.

If timely payment for Units is not made, the relevant issue of Units may be cancelled (or postponed if a Unit certificate has to be issued) and a subscriber may be required to compensate the Fund for any loss incurred in relation to such cancellation.

## **C. NOTIFICATION OF TRANSACTION**

A confirmation statement will be sent to the subscriber (or his nominated agent if so requested by the subscriber) as soon as reasonably practicable, providing full details of the transaction. Subscribers should always check this statement to ensure that the transaction has been accurately recorded.

Subscribers are given a personal account number (the "**Account Number**") on acceptance of their initial subscription, and this, together with the Unitholder's personal details, is proof of their identity to the Fund. The Account Number should be used by the Unitholder for all future dealings with the Fund and the Registrar Agent.

Any change to the Unitholder's personal details, loss of Account Number or loss of or damage to a Unit Certificate, must be notified immediately to the Registrar Agent. Failure to do so may result in the delay of an application for redemption. The Management Company reserves the right to require an indemnity or other verification of title or claim to title countersigned by a bank, stockbroker or other party acceptable to it before accepting such changes.

If any subscription is not accepted in whole or in part, the subscription monies or the balance outstanding will be returned to the subscriber by post or bank transfer at the subscriber's risk.

#### **D. REJECTION OF SUBSCRIPTIONS**

The Board of Directors may reject any subscription in whole or in part, and the Board of Directors may, at any time and in its absolute discretion without incurring in any liability and without being obliged to give any notice, discontinue the issue and sale of the Units of any Class in any Sub-Fund.

#### **E. SUSPENSION OF NAV**

No Units will be issued by the Fund during any period in which the calculation of the NAV of the relevant Sub-Fund is suspended by the Management Company pursuant to the powers contained in the management regulations of the Fund (the "**Management Regulations**") and as discussed under paragraph "Temporary Suspension of Calculation of NAV per Unit".

Notice of suspension will be given to subscribers, and subscriptions made or pending during a suspension period may be withdrawn by notice in writing received by the Management Company prior to the end of the suspension period. Subscriptions not withdrawn will be processed on the first Dealing Day following the end of the suspension period, on the basis of the NAV per Unit determined on the next Valuation Day.

#### **F. MONEY LAUNDERING PREVENTION**

Pursuant to applicable international and Luxembourg laws and circulars of the CSSF, obligations have been imposed on all professionals of the financial sector to prevent the use of UCIs for money laundering purposes and terrorism financing purposes. Within this context a procedure for the identification of investors and /or effective beneficial owners has been imposed.

Namely, the Subscription Form of an investor must be accompanied, in the case of individuals, by a copy of the subscriber's passport or identification card (any such copy must be certified to be a true copy of the original by one of the following authorities: ambassador, consul, notary or police officer) and in case of legal entities, a copy of the subscriber's articles of incorporation, and where applicable, an extract from the commercial register and the identification documentation for the representatives of such entities in the following cases:

1. In the case of direct subscriptions of Units;
2. In the case of subscriptions received by the Fund from any Intermediary resident in a country that does not impose on such Intermediary an obligation to identify investors equivalent to the one required by the Luxembourg law for the prevention of money laundering;
3. In the case of subscriptions received by the Management Company from a subsidiary or a branch whose parent company is subject to an identification obligation equivalent to the one required by the Luxembourg law, if the law applicable to the parent company does not force it to control the respect of these provisions by its subsidiaries or branches.

Such procedure may be waived in the following circumstances:

- in the case of subscriptions through a professional of the financial sector resident in a country which imposes an identification obligation equivalent to that required under Luxembourg law for the prevention of money laundering and terrorist financing;
- in the case of subscription through an intermediary or nominee whose parent is subject to an identification obligation equivalent to that required by Luxembourg law and where the law applicable to the parent imposes an equivalent obligation on its subsidiaries or branches.

In the event of delay or failure by the investor to produce any such information required for verification purposes, the Board of Directors of the Fund (and each of the Intermediary and Registrar Agent) may refuse to accept the application and all subscription monies.

In addition, the Fund must identify the origin of funds in the case they are coming from financial institutions that are not subject to an identification obligation equivalent to the one required by the Luxembourg law. Subscriptions requests may be suspended temporarily until the origin of the funds is identified. Neither the Management Company, nor the Registrar and Transfer Agent will be held responsible for said delay or for failure to process deals resulting from not providing documentation or providing incomplete documentation.

The Management Company has the obligation to put in place procedures and mechanisms in order to monitor the transactions and identify those that could be linked to AML and terrorism financing.



This identification procedure must be complied with in the case of direct subscriptions to the Fund, and in the case of subscriptions received by the Fund from any intermediary resident in a country that does not impose on such intermediary an obligation to identify investors equivalent to that required under Luxembourg laws for the prevention of money laundering.

It is generally accepted that professionals of the financial sector resident in a country that has ratified the recommendations of the Financial Action Task Force are deemed to be intermediaries having an identification obligation equivalent to that required under Luxembourg law.

Any information provided to the Management Company in this context is collected for anti-money laundering compliance purposes only.

From time to time, Unitholders may be asked to supply additional or updated identification documents in accordance with clients' ongoing due diligence obligations according to the relevant laws and regulations.

In accordance with the Luxembourg law of 13 January 2019 establishing a register of beneficial owners, Unitholders are informed that the Management Company may need to communicate certain information to the register of beneficial owners in Luxembourg. The relevant authorities as well as the general public can access the register and the relevant information of the beneficial owners of the Fund, including the name, the month and year of birth, the country of residence and nationality. This law defines beneficial owners as a reference to economic beneficiaries under the amended Law of 12 November 2004 on the fight against money laundering and financing of terrorism as the Unitholders who own more than 25% of the units of the Fund or who otherwise control the Fund.

## **VIII. Sales, Management Fees, Reference Currency and Company Charges**

The subscription price of the Units (the "**Subscription Price**") is defined as the "Initial Price" or the "Issue Price" as described in the "Subscription Procedure" plus any sales charge (the "**Sales Charge**").

When a Sub-Fund qualifying as a Feeder invests in the shares/units of a Master, the Master may not charge subscription or redemption fees on account of the Sub-Fund's investment in the shares/units of the Master.

Should a Sub-Fund qualify as Feeder, a description of all remuneration and reimbursement of costs payable by the Feeder by virtue of its investments in shares/units of the Master, as well as the aggregate charges of both the Feeder and the Master, shall be disclosed in the Sub-Fund's Appendix. In its annual report, the Fund shall include a statement on the aggregate charges of both the Feeder and the Master.

Should a Sub-Fund qualify as a master fund of another UCITS (the "**Feeder**"), the Feeder fund will not be charged any subscription fees, redemption fees or contingent deferred sales charges, conversion fees, from the Master.

Detailed information on Sales, Management Company Fees and Reference Currency for each class is contained in the relevant Appendices.

### **Fund charges**

Each of the Depositary, the Administrator and the Registrar Agent, are entitled to receive out of the assets of the Fund, fees pursuant to the relevant agreements between each of them and the Fund or the Management Company and in accordance with usual market practices. Such fees are calculated on the basis of the average daily net assets of the Fund and are payable quarterly in arrears. In addition, reasonable disbursements and out-of-pocket expenses incurred by such parties are charged to the Fund as appropriate.

In this respect, the Administrator will receive an administrative fee in an amount of up to 7.5 basis points of the average NAV. Also, each Sub-Fund will pay the Depositary a fee in an amount of up to 2.5 basis points of the average NAV.

The Fund will also bear all other expenses which include, without limitation, taxes, expenses for legal and auditing services, costs of any proposed listings, maintaining such listings, Unitholders' reports, Prospectuses, translation costs, all reasonable out-of-pocket expenses of the members of the Board of Directors, registration fees and other expenses payable to supervisory authorities in any relevant jurisdictions, insurance costs, interests, brokerage costs and the costs of publication of the NAV per Unit of each Sub-Fund.

The allocation of costs and expenses to be borne by the Fund between the various Sub-Funds will be made in accordance with the Management Regulations of the Fund.

The formation expenses, which amounts to around EUR 27,000 have been paid by the Fund and have been amortised over a five-year period in equal instalments.

## **IX. Redemption of Units**

Holdings of Units of any Class may be redeemed in whole or in part on any Dealing Day on the basis of the NAV per Unit determined on the relevant Valuation Day as described below (the "**Redemption Price**"). Units redeemed shall be cancelled immediately in the Fund's Unit Register. Each Sub-Fund shall at all times have enough liquidity to enable satisfaction of any requests for redemption of Units.

### **A. PROCEDURE FOR REDEMPTION**

Unitholders wishing to have all or some of their Units redeemed by the Management Company may apply to do so by Swift, fax or by letter to the Registrar Agent or to the Nominee.

The application for redemption of Units must include:

- (a) either (i) the monetary amount the Unitholder wishes to redeem; or (ii) the number of Units the Unitholder wishes to redeem, and
- (b) the Classes and Sub-Funds from which Units are to be redeemed.

In addition, the application for redemption must include the Unitholder's personal details together with his Account Number and the registered Unit Certificate if applicable. Failure to provide any of the aforementioned information may result in delay of such application for redemption whilst verification is being sought from the Unitholder.

Subject to the provisions explained below under "Temporary Suspension of Redemption", applications for redemption will be considered as binding and irrevocable by the Management Company and must be duly signed by all registered Unitholders.

Applications for redemption from all Sub-Funds must be received at the specified time determined in the relevant Appendices by the Registrar Agent before the redemption deadline, which is 1.00 p.m. in Luxembourg (the "**Redemption Deadline**"), and will be processed on that Dealing Day.

### **All the redemption requests are dealt at an unknown NAV ("the Forward Pricing").**

The Redemption Price being the NAV per Unit calculated on the applicable Valuation Day, as defined in the relevant Appendices, and which will be based on the last available closing prices on the Valuation Day. A redemption fee may be levied as more described in the relevant Appendices.

Any application for redemption received after the Redemption Deadline on the relevant Dealing Day will be processed on the next Dealing Day on the basis of the NAV per Unit determined on the following Valuation Day.

A confirmation statement will be sent to the Unitholder detailing the redemption proceeds due thereto as soon as reasonably practicable after determination of the Redemption Price of the Units being redeemed. Unitholders should check this statement to ensure that the transaction has been accurately recorded.

The Redemption Price of Units in any Class may be higher or lower than the Initial Subscription Price paid by the Unitholder depending on the NAV per Unit of the Class at the time of redemption.

Payment for Units redeemed will be effected in the delay determined in the relevant Appendices. If necessary, the Administrator will arrange the currency transaction required for conversion of the redemption monies from the Reference Currency of the relevant Class into the relevant Subscription Currency. Such currency transaction will be effected with the Depositary at the relevant Unitholder's cost.

The Board of Directors reserves the right to delay payment for a further five (5) Luxembourg Business Days, without interest accruing, if market conditions are unfavorable, and it is, in the Board of Directors' reasonable opinion, in the best interests of the remaining Unitholders.

All redeemed Units shall be cancelled by the Fund.

## **B. TEMPORARY SUSPENSION OF REDEMPTION**

The right of any Unitholder to require the redemption of its Units of the Fund will be suspended during any period in which the calculation of the NAV per Unit of the relevant Sub-Fund is suspended by the Management Company pursuant to the powers as discussed under paragraph "Temporary Suspension of Calculation of the NAV per Unit". Notice of the suspension period will be given to any Unitholder tendering Units for redemption. Withdrawal of an application for redemption will only be effective if written notification is received by the Registrar Agent before termination of the period of suspension, failing which the Units in question will be redeemed on the first Dealing Day following the end of the suspension period on the basis of the next NAV per Unit determined.

## **C. COMPULSORY REDEMPTION**

If the Management Company discovers at any time that Units are owned by a Prohibited Person or a US Person, either alone or in conjunction with any other person, whether directly or indirectly, the Board of Directors may at its discretion and without liability, compulsorily redeem the Units at the Redemption Price as described above after giving notice of at least ten (10) calendar days, and upon redemption, the Prohibited Person or the US Person will cease to be the owner of those Units. The Management Company may require any Unitholder to provide it with any information that it may consider necessary for the purpose of determining whether or not such owner of Units is or will be a Prohibited Person or a US Person.

## **D. PROCEDURES FOR REDEMPTIONS AND CONVERSIONS REPRESENTING 10% OR MORE OF THE NET ASSETS OF A SUB-FUND**

If any application for redemption or conversion is received in respect of any one Valuation Day (the "**First Valuation Day**"), which either singly or when aggregated with other such applications so received, represents more than 10% of the NAV of any Sub-Fund, the Management Company reserves the right, in its sole and absolute discretion and without incurring in any liability (and if in the reasonable opinion of the Board of Directors that to do so is in the best interests of the remaining Unitholders), to scale down pro rata each application with respect to such First Valuation Day so that not more than 10% of the NAV of the Sub-Funds be redeemed or converted on such First Valuation Day.

To the extent that any application for redemption or conversion is not given full effect on such First Valuation Day by virtue of the exercise by the Management Company of its power to pro-rate applications, such application shall be treated with respect to the unsatisfied balance thereof as if a further request had been made by the Unitholder in question in respect of the next Valuation Day and, if necessary, subsequent Valuation Days, until such application shall have been satisfied in full.

With respect to any application received in respect of the First Valuation Day, to the extent that subsequent applications shall be received in respect of following Valuation Days, such later applications shall be postponed in priority to the satisfaction of applications relating to the First Valuation Day, but subject thereto shall be dealt with as set out above.

## **X. Conversion of Units into Units of a different Sub-Fund**

### **Conversion of Units between Classes of Units is not possible.**

Conversions of Units between Sub-Funds are possible as detailed hereunder but in any case, no conversion fees will be levied.

Unitholders may convert all or part of their Sub-Fund Units into other Sub-Funds Units and conversely without any charge by application in writing or by fax to the Registrar Agent or the Nominee, stating which Units are to be converted into which Sub-Funds.

The application for conversion must include either the monetary amount the Unitholder wishes to convert or the number of Units the Unitholder wishes to convert. In addition, the application for conversion must include the Unitholder's personal details together with his Account Number, (and if applicable) the registered Unit Certificate.

Failure to provide any of this information may result in delay of the application for conversion.

Applications for conversion must be received by the Registrar Agent in the delay described in the relevant Appendices before the conversion deadline, which is 1.00 p.m. in Luxembourg (the "**Conversion Deadline**"), and will be processed on that Dealing Day, using the NAV calculated on the applicable Valuation Day, as defined in the relevant Appendices, which will be based on the last available closing prices on such Valuation Day.

### **All the conversions requests are dealt at an unknown NAV ("the Forward Pricing").**

Any application received after the Conversion Deadline on Dealing Day will be processed on the next Dealing Day, on the basis of the NAV per Unit determined on the following Valuation Day.

Applications for conversion on any one Valuation Day, which either singly or when aggregated with other such applications so received, represent more than 10% of the NAV of any one Sub-Fund, may be subject to additional procedures set forth under paragraph "Procedures for Redemptions and Conversions Representing 10% or more of a Sub-Funds".

The rate at which all or part of the Units in an original Sub-Fund is converted into Units in a new Sub-Fund is determined in accordance with the following formula:

$$A = \frac{(B \times C \times D)}{E}$$

where:

- A is the number of Units to be allocated in the new Sub-Fund;
- B is the number of Units of the original Sub-Fund to be converted;
- C is the NAV per Unit of the original Sub-Fund on the relevant Valuation Day;
- D is the actual rate of exchange on the day concerned in respect of the Reference Currency of the original Sub-Fund and the Reference Currency of the new Sub-Fund;
- E is the NAV per Unit of the new Sub-Fund on the relevant Valuation Day.

Following such conversion of Units, the Depositary will inform the Unitholder of the number of Units of the new Sub-Fund obtained by conversion and the price thereof.

## **XI. Distribution Policy**

For accumulating classes the Fund intends to distribute neither its investment income nor the net capital gains realised as the management of the Fund is oriented towards capital gains. The Board of Directors shall therefore recommend the reinvestment of the results of the Fund and as a consequence no dividend shall be paid to Unitholders for accumulating classes.

For distributing classes, the Management Company may, on behalf of the relevant Sub-Fund, declare annually, or, if the Management Company so decides, semi-annually the amounts which will be distributed to the Unitholders of the Sub-Fund and classes in question. In any case, no distribution of dividends may be made if, as a result, the capital of the Fund would fall below the minimum capital required by the Luxembourg law.

Declared dividends not claimed within five (5) years of the due date will lapse and revert to the Fund. No interest shall be paid on a dividend declared and held by the Fund at the disposal of its beneficiary.

## **XII. Taxation**

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 UNITS. 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 Units 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.

### **A. TAXATION OF THE FUND**

The Fund is, in principle, only subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.05% *per annum* based on its net asset value at the end of the relevant quarter, calculated and paid quarterly.

A reduced subscription tax rate of 0.01% *per annum* is applicable to:

- the Fund provided its exclusive object is the collective investment in money market instruments, the placing of deposits with credit institutions, or both;
- the Fund's individual compartments or classes of Units where the Units of those individual compartments or classes are only held by one or more institutional Investors within the meaning of article 174 of the 2010 Law.

As from 1 January 2021, the Fund or its individual compartments, may benefit from reduced subscription tax rates depending on the value of its net assets invested in economic activities that qualify as environmentally sustainable within the meaning of Article 3 of EU Regulation 2020/852 of 18 June 2020 (the "**Qualifying Activities**").

The reduced subscription tax rates would be of:

- 0.04% if at least 5% of the total net assets of the Fund, or of its individual compartment, are invested in Qualifying Activities;
- 0.03% if at least 20% of the total net assets of the Fund, or of its individual compartment, are invested in Qualifying Activities;
- 0.02% if at least 35% of the total net assets of the Fund, or of its individual compartment, are invested in - Qualifying Activities;
- 0.01% if at least 50% of the total net assets of the Fund, or of its individual compartment, are invested in Qualifying Activities; and
- The subscription tax rates mentioned above would only apply to the net assets invested in Qualifying Activities.

A subscription tax exemption applies to:

- the portion of the Fund's assets (pro rata) invested in a Luxembourg UCI subject itself to the subscription tax;
- the Fund and its individual compartments where (i) the securities are only held by institutional Investor(s), and (ii) the sole object is the collective investment in money market instruments and the placing of deposits with credit institutions, and (iii) the weighted residual portfolio maturity does not exceed ninety (90) days, and (iv) the securities have obtained the highest possible rating from a recognised rating agency. If several Classes of Units are in issue in the Fund meeting (ii) to (iv) above, only those Classes of Units meeting (i) above will benefit from this exemption;
- the Fund as well as its individual compartments if their main objective is the investment in microfinance institutions;
- the Funds as well as its individual compartments if (i) the securities issued by the Funds or its individual Compartments are listed or traded on at least one stock exchange or another regulated market operating regularly, recognized and open to the public and (ii) their exclusive object is to replicate the performance of one or more indices. If several Classes of Units are in issue in the Fund meeting (ii) above, only those Classes of Units meeting (i) above will benefit from this exemption; and
- the Fund if the securities issued by the Fund are reserved for (i) institutions for occupational retirement pension and similar investment vehicles, set-up on the initiative of one or more employers for the benefit of their employees and (ii) companies of one or more employers investing funds they hold to provide retirement benefits to their employees.

## **Withholding Tax**

### *Investor withholding tax*

Distributions made by the Fund as well as capital gains realised on a disposal or a redemption of Units are not subject to 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. Furthermore, realised or unrealised capital appreciation of the Fund's assets may be subject to tax in the countries of origin. However, as a result of the tax transparency of the Fund, an exemption or a reduced tax rate may be available based on the double tax treaty entered into between the countries of the Investments and the Investor's tax residence.

## **B. TAXATION OF THE INVESTORS**

### *Luxembourg Resident Investors*

#### *Individual Investors*

A Luxembourg resident individual Investor is in principle subject to Luxembourg personal income tax levied at progressive rates in respect of his/her share of profits in the Fund.

However, as a result of the tax transparency of the Fund, dividends received through the Fund may benefit from a 50% exemption if such dividends are paid by a fully taxable company resident in a European Union (EU) Member State or a State that has concluded a tax treaty with Luxembourg.

Capital gains realised by a resident individual Investor who acts in the course of the management of his/her private wealth upon the disposal (i) of Units or (ii) by the Fund of a participation, are not subject to income tax, unless said capital gains qualify either as speculative gains or as gains on a substantial participation:

- Speculative gains are subject to income tax at progressive rates if the Units are disposed of within six (6) months after their acquisition.

- Capital gains realised on a substantial participation more than six (6) months after the acquisition thereof are taxed at half the average combined tax rate.

### *Corporate Investors*

A resident corporate Investor will in principle be subject to corporate income tax, municipal business tax and an employment fund surcharge at ordinary rates ("**Corporation Taxes**"), in respect of its share of profits in the Fund.

However, as a result of the tax transparency of the Fund, dividends received from entities held through the Fund or gains realised on the sale of participations held through the Fund may benefit from a full exemption from Corporations Taxes if the conditions of the Luxembourg participation exemption as set forth in Article 166 of the Luxembourg income tax law and Article 1 of the Grand Ducal Decree dated 21 December 2001 are met. Dividends may otherwise benefit from a 50% exemption if such dividends are paid through the Fund by a fully taxable company resident in a EU Member State or a State that has concluded a tax treaty with Luxembourg.

Luxembourg corporate resident Investors which benefit from a special tax regime, such as, for example, (i) undertakings for collective investment subject to the law of 17 December 2010 relating to undertakings for collective investments (ii) specialized investment funds subject to the law of 13 February 2007 relating to specialized investment funds, (iii) reserved alternative investment funds subject to the law of 23 July 2016 relating to reserved alternative investment funds, (not opting for the treatment as a venture capital vehicle for Luxembourg tax purposes) or (iv) family wealth management companies subject to the law of 11 May 2007 related to family wealth management companies, are exempt from Corporation Taxes in Luxembourg and are instead subject to an annual subscription tax (*taxe d'abonnement*).

The assets held through the Fund shall be part (*pro rata*) of the taxable net wealth of the Luxembourg resident corporate Investor subject to net wealth tax levied on a yearly basis at a rate of 0.5%. A reduced rate of 0.05% is available for the part of the net wealth exceeding EUR 500,000,000.

Participations held through the Fund may be exempt from net wealth tax subject to the participation exemption conditions set forth by Paragraph 60 of the Law of 16 October, 1934 on the valuation of assets (*Bewertungsgesetz*).

Investors which are amongst others (i) undertakings for collective investment subject to the law of 17 December 2010 relating to undertakings for collective investments, (ii) a vehicle governed by the law of 22 March 2004 on securitisation, (iii) companies governed by the law of 15 June 2004 on venture capital vehicles, (iv) specialized investment funds subject to the law of 13 February 2007 relating to specialized investment funds, (v) reserved alternative investment funds subject to the law of 23 July 2016, relating to reserved alternative investment funds, (vi) family wealth management companies subject to the law of 11 May 2007 related to family wealth management companies or (vii) professional pension institutions governed by the law of 13 July 2005 on institutions for occupational retirement provision in the form of pension savings companies with variable capital and pension savings associations, are exempt from net wealth tax.

A minimum net wealth tax may however be due under certain circumstances by certain resident corporate Investors.

### *Non-Resident Investors*

Non-resident Investors without a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Units are attributable, are not, in principle, subject to any capital gains tax, income tax, withholding tax or net wealth tax in Luxembourg.

As a result of the tax transparency of the Fund, a non-resident Investor could, however, be subject to Luxembourg taxation on capital gains (unless a tax treaty provides otherwise) if such an Investor holds a substantial participation through the Fund in a Luxembourg company which is transferred or redeemed (i) less than six (6) months after its acquisition or (ii) more than six (6) months after its acquisition, and where the Investor has been a Luxembourg resident taxpayer for more than fifteen (15) years but became a non-resident taxpayer fewer than five (5) years before the transfer/redemption took place.

## Residence

An Investor will not become resident, or deemed to be resident, in Luxembourg by reason only of holding the Units.

### **C. FOREIGN ACCOUNT TAX COMPLIANCE ACT**

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.

The Fund intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the Fund. The Fund will continually assess the extent of the requirements that FATCA, and notably the FATCA Law, place upon it.

To ensure the Fund's compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the Management Company, in its capacity as the Fund's management company, may:

- 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 an Investor's FATCA registration with the IRS or a corresponding exemption, in order to ascertain that Investor's FATCA status;
- b) report information concerning an Investor 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) deduct applicable U.S. withholding taxes from certain payments made to an Investor by or on behalf of the Fund in accordance with FATCA, the FATCA Law and the Luxembourg IGA; and
- d) 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.

By investing in the Fund, the Investors 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 Investors have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

The Management Company, in its capacity as the Fund's management company, reserves the right to refuse any subscription for Units if the information provided or not provided does not satisfy the requirements under FATCA, the FATCA Law and the Luxembourg IGA.

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



## **D. 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.

Accordingly, the Management Company, in its capacity as the Fund's management company, may require its Investors to provide information or documentation in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status; and report information regarding an Investor 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.

By investing in the Fund, the Investors 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 Investors have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

The Management Company, in its capacity as the Fund's management company, reserves the right to refuse any subscription for Units if the information provided or not provided does not satisfy the requirements under the CRS Law.

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**"). DAC6 has been implemented in Luxembourg by the law of 25 March 2020 (the "**DAC6 Law**").

More specifically, the reporting obligation will apply to cross-border arrangements that, among others, meet one or more "hallmarks" provided for in the DAC6 Law that is coupled in certain cases, with the main benefit test (the "**Reportable Arrangements**").

In the case of a Reportable Arrangement, the information that must be reported includes *inter-alia* 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 the persons that design, market, organise make available for implementation or manage the implementation of the Reportable Arrangement or provide assistance or advice in relation thereto (the so-called "intermediaries"). However, in certain cases, the taxpayer itself can be subject to the reporting obligation.

Starting from January 1, 2021, Reportable Arrangements must be reported within thirty (30) days from the earliest of (i) the day after the Reportable Arrangement is made available for implementation or (ii) the day after the Reportable Arrangement is ready for implementation or (iii) the day when the first step in the implementation of the Reportable Arrangement has been made. The information reported will be automatically exchanged between the tax authorities of all Member States.

In light of the broad scope of the DAC6 Law, transactions carried out by the Fund may fall within the scope of the DAC6 Law and thus be reportable.

### **XIII. CONFLICTS OF INTEREST**

The Management Company or its affiliates may effect transactions in which the Management Company or its affiliates have, directly or indirectly, an interest which may involve a potential conflict with the Management Company's duty to a Sub-Fund. Neither the Management Company nor any of its affiliates shall be liable to account to the Sub-Fund for any profit, commission remuneration made or received from or by reason of such transactions or any connected transactions nor will the Management Company's fees, unless otherwise provided, be adjusted.

The Management Company will ensure that such transactions are effected on terms which are no less favorable to the Sub-Fund than if the potential conflict had not existed. Such potential conflicting interests or duties may arise because the Management Company or its affiliates may have invested directly or indirectly in the Fund. More specifically, the Management Company, under the rules of conduct applicable to it, must try to avoid conflicts of interests and, when they cannot be avoided, ensure that its clients (including the Sub-Fund) are fairly treated.

The Management Company establishes, implements and maintains an effective conflicts of interest policy. The Management Company keeps at its office and regularly updates a record of the types of the circumstances, if any, which may give rise to a conflict of interest. The Management Company will disclose situations where the organisational or administrative arrangements made by the Management to manage conflicts of interest were not reasonably sufficient.

### **XIV. The Fund - General Information**

The Fund was constituted on January 15<sup>th</sup>, 2010 under Luxembourg laws as "*Fonds Commun de Placement*" for an unlimited period of time. The Management Company's registered office is established in Luxembourg.

The capital of the Fund may not, at any time, be less than the minimum capital required by the Luxembourg law and shall be at any time equal to the total net assets of the various Sub-Funds of the Fund.

The Fund's Management Regulations have been deposited with the Luxembourg Trade and Companies Register and were published in the *Recueil des Sociétés et Associations* (the "*Mémorial*") on April 1<sup>st</sup>, 2010, May 11<sup>th</sup>, 2012, October 29<sup>th</sup>, 2014 and February 24<sup>th</sup>, 2016. The Fund has been registered with the Luxembourg Trade and Companies Register under number RCS Luxembourg K108.

A separate pool of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective applicable to the relevant Sub-Fund. As a result, the Fund is an "umbrella Fund" enabling investors to choose between one or more investment objectives by investing in the various Sub-Fund(s). Investors may choose which Sub-Fund(s) are most appropriate for their specific risk and return expectations as well as their diversification needs.

Each Sub-Fund corresponds to a distinct part of the assets and liabilities of the Fund. For the purposes of the relations as between Unitholders, each Sub-Fund is deemed to be a separate

entity. The rights of Unitholders and creditors in respect of a Sub-Fund which have arisen in connection with the creation, operation or liquidation of a Sub-Fund are limited to the assets of that Sub-Fund. The assets of a Sub-Fund are exclusively available to satisfy the rights of Unitholders in relation to that Sub-Fund and the rights of creditors whose claims have arisen in connection with the creation, operation or liquidation of that Sub-Fund.

**Further, the assets of each Sub-Fund are separated from those of the Management Company. For consolidation purposes, the base currency of the Fund is the EURO.**

## **XV. Management and Administration**

### **A. THE MANAGEMENT COMPANY**

The Board of Directors has designated under its responsibility and control, **NBG ASSET MANAGEMENT LUXEMBOURG**, to act as management company of the Fund under Chapter 15 of the 2010 Law.

NBG Luxembourg Holding S.A. was incorporated on 27<sup>th</sup> March 2001 as a public limited company ("*société anonyme*") under the laws of Luxembourg for an unlimited duration and has been renamed subsequently into **NBG ASSET MANAGEMENT LUXEMBOURG**. It has its registered office at 19, rue de Bitbourg, L-1273 Luxembourg. Its articles of incorporation have been amended on June 30<sup>th</sup>, 2009 in order to comply with Chapter 15 of the 2010 Law and consequently published in the "*Mémorial C, Recueil des Sociétés et Associations*" on September 28<sup>th</sup>, 2009. It is registered with the "*Registre de Commerce et des Sociétés*" of Luxembourg under reference B81.459.

The capital of the Management Company is EUR 150,000.

The Management Company's main object is the management, the administration and the marketing or the monitoring of the marketing of UCITS as well as UCIs.

The Management Company shall be in charge of the management and administration of the Fund and of the monitoring of the distribution of Units in Luxembourg and abroad.

As of the date of this Prospectus, the Management Company has delegated some of its functions as described in the following paragraphs.

The names of other funds for which the Management Company has been appointed as management company are listed in the Annual Reports of the Management Company.

The Management Company has in place a remuneration policy in line with the Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 amending 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities. The remuneration policy sets out principles applicable to the remuneration of senior management, all staff members having a material impact on the risk profile of the financial undertakings as well as all staff members carrying out independent control functions. The remuneration policy is determined and reviewed at least on an annual basis by a remuneration committee.

When establishing and applying its remuneration policy, the Management Company shall comply with the requirements of the 2010 Law and specially with the following principles:

1. The remuneration policy is consistent with and promotes sound and effective risk management and does not encourage risk taking which is inconsistent with the risk profiles, rules or instruments of incorporation of the UCITS that the management company manages.
2. The remuneration policy is in line with the business strategy, objectives, values and interests of the management company and the UCITS that it manages and of the investors in such UCITS, and includes measures to avoid conflicts of interest.
3. The assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the UCITS managed by the management company in order to ensure that the assessment process is based on the longer-term performance of

the UCITS and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period.

4. Fixed and variable components of total remuneration are appropriately balanced and the fixed component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component.

The current remuneration policy containing further details and information in particular on how the remuneration and advantages are calculated and the identity of the persons responsible for the attribution of the remuneration and advantages (including the members of the remuneration committee) is available at [www.nbgam.lu](http://www.nbgam.lu). A paper copy of the remuneration policy may be obtained free of charge upon request.

## **B. THE MANAGING DIRECTORS**

The Board of Directors of the Management Company has designated under its responsibility and control, Mr. Ioannis RITSIOS and Mr. Eduard VAN WIJK and Mr. Georgios KOINAS to act as Managing Directors.

The Managing Directors shall be in charge of the daily administration of the Management Company.

## **C. THE INITIATOR**

National Bank of Greece S.A. (NBG) was established in 1841 and was the first bank to be set up in the Modern Greek State, going on to play a key role in the economy of Greece throughout its 180-year history. Today NBG heads one of the largest financial groups in Greece, playing a key role in the efforts to support the Greek economy and the economic and social transformation of the country.

NBG offers a wide range of financial products and services that meet the ever evolving needs of its 6 million private and business customers. With an extensive branch network comprised of over 355 branches 11.433 ATMs and a modern and advanced digital banking services for individuals and businesses. The Group employs some 8.800 employees.

The bank is currently listed on the Athens Exchange (Athex: ETE, ISIN GRS003003019); it is a constituent of the FTSE/Athex Large Cap index and it is under the supervision of Bank of Greece. NBG Group's vision is to become the bank of first choice for the customer and investors. A trustworthy, human responsive financial and investment institution that acts as a growth catalyst and unlocks potential for households, business and communities.

## **D. THE INVESTMENT MANAGER**

Pursuant to an investment management agreement between the Management Company and the Investment Manager (the "Investment Management Agreement"), the Management Company has appointed **NBG Asset Management Mutual Fund Management Company** (hereafter "NBG Asset Management M.F.M.C.", formerly *Diethniki Mutual Fund Management Company S.A.*), 103-105, Syngrou Avenue, 11745 Athens, Greece as its manager (the "Investment Manager") to manage the Sub-Funds.

Pursuant to the Investment Management Agreement mentioned above, the Management Company has expressly delegated to the Investment Manager the discretion, on a day-to-day basis but subject to the overall control and responsibility of the Management Company, to purchase and sell securities as agent for the Fund and otherwise to manage the portfolios of the relevant Sub-Funds for the account and in the name of the Fund in relation to specific transactions.

For its services, the Investment Manager receives an annual fee as a percentage of the average net assets of each Class, payable quarterly in arrears.

NBG Asset Management M.F.M.C., member of the National Bank of Greece Group of Companies, was established in 1972 and was the first Mutual Fund Management Company which incorporated in Greece. In 1973, NBG Asset Management M.F.M.C. established its first Mutual Fund, the "Delos Balanced Fund".

## **E. THE NOMINEE AGENT**

Pursuant to a Nominee Agreement, the Management Company has appointed National Bank of Greece S.A. 86, Eolou Street, Athens, Greece as its nominee agent (the "**Nominee Agent**").

Subscribers may elect, but are not obliged, to make use of such nominee service pursuant to which the Nominee Agent (as defined under the IML Circular 91/75 of January 21, 1991) will hold Units in its own name for and on behalf of the subscribers who shall be entitled at any time to claim direct title to the Units. At all time, subscribers retain the ability to invest directly in the Fund without using the nominee service.

## **F. THE DISTRIBUTOR**

Pursuant to a Distribution Agreement, the Management Company has appointed:

- National Bank of Greece S.A. 86, Eolou Street, Athens, Greece

in order to assist with the distribution of the Fund's Units among others in Greece. The Distribution Agreement is concluded for an unlimited period and may be terminated by either party by giving to the other party a three (3) months period of notice.

According to the provisions of the Distribution Agreement, the Distributor is entitled to deduct from the subscriptions received by it, the sales charge as described in this Prospectus and in the PRIIPS KIDs.

The Distributor is entitled to deal as principal in the Units of the Fund however at conditions not less favorable than those which applicants could obtain from the Fund. Upon dealing in Units of the Fund the Distributor shall regularly inform the Registrar Agent on the Units transacted through them for any changes to be registered and the Unit register kept by the Registrar Agent be updated, and registered Unit certificates, respectively Unit confirmation or account confirmation advises be issued to the relevant Unitholders.

The Distributor may appoint suitable entities to act as sub-distributors for the sale and distribution by them of the Units on the basis of this Prospectus and of the PRIIPS KIDs and the most recent financial reports.

The Distributor as well as the sub-distributors will comply with the obligations and guidelines outlined to prevent the use of undertakings for collective investment in securities for money laundering purposes, developed for financial intermediaries by the Financial Action Task Force.

## **G. THE DEPOSITARY AND PAYING AGENT**

Société Générale Luxembourg (formerly, Société Générale Bank & Trust) is the Fund's depositary and paying agent (the **Depositary**).

The Depositary will assume its functions and duties in accordance with articles 17 to 21 of the 2010 Law and the Commission Delegated Regulation (EU) 2016/438 of 17.12.2015 supplementing Directive 2009/65/EC of the European Parliament and of the Council with regard to obligations of depositaries (the **EU Level 2 Regulation**). The relationship between the Management Company acting on behalf of the Fund and the Depositary is subject to the terms of a depositary and paying agent agreement entered into for an unlimited period of time (the **Depositary Agreement**).

Each party to the Depositary Agreement may terminate it upon a ninety (90) calendar days' prior written notice.

In accordance with the 2010 Law, and pursuant to the Depositary Agreement, the Depositary carries out, *inter alia*, the safe-keeping of the assets of the Fund as well as the monitoring of the cash flows and the monitoring and oversight of certain tasks of the Fund.

Under the conditions stipulated in the Depositary Agreement and in accordance with article 34bis of the 2010 Law and articles 13 to 17 of the EU Level 2 Regulation, the Depositary may delegate Safe-keeping Services (as defined in the Depositary Agreement) to any entity (the "Safe-keeping Delegates"). A list of the Safe-keeping Delegates is available at the following link:

<https://www.securities-services.societegenerale.com/en/solution-finder/global-custody/>

As the case may be, should the deposit of all the assets of the Fund be concentrated with a limited number of third party, adequate disclosure should also be included in the above mentioned link. The Depositary is also authorized to delegate any other services under the Depositary Agreement other than Oversight Services and Cash Monitoring Services (as defined in the Depositary Agreement).

The Depositary is liable to the Fund and to the Unitholders for the loss of Held in Custody Assets (as defined in the Depositary Agreement and in accordance with article 18 of the UE Level 2 Regulation) by the Depositary or the Safe-keeping Delegate.

In such case, the Depositary shall be liable to return a Held in Custody Assets of an identical type or the corresponding amount to the Fund without undue delay, unless the Depositary can prove that the loss arose as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

In performing any of its other duties under the Depositary Agreement, the Depositary shall act with all due skill, care and diligence that a leading professional Depositary for hire engaged in like activities would observe. The Depositary is liable to the Fund and its Unitholders for any other losses (other than loss of Held in Custody Assets described above) as a result of negligence, bad faith, fraud, or intentional failure on the part of the Depositary (and each of its directors, officers, servants or employees).

The liability of the Depositary as to Safe-keeping Services shall not be affected by any delegation as referred to in article 18bis of the 2010 Law or excluded or limited by agreement.

In case of termination of the Depositary Agreement, a new depositary shall be appointed. Until it is replaced, the resigning or, as the case may be, removed depositary shall take all necessary steps for the safeguard of the interests of the Unitholders.

The Depositary is a wholly-owned subsidiary of Société Générale, a Paris-based credit institution.

The Depositary is a Luxembourg public limited company registered with the Luxembourg trade and companies register under number B 6061 and whose registered office is situated at 11, avenue Emile Reuter, L2420 Luxembourg, Grand-Duchy of Luxembourg. Its operational center is located 8-10 Porte de France, L-4360 Esch-Sur-Alzette, Grand Duchy of Luxembourg. It is a credit institution in the meaning of the law of 5 April 1993 relating to the financial sector as amended. The Depositary is not responsible for any investment decisions of the management company on behalf of the Fund or of one of its agents or the effect of such decisions on the performance of a relevant Sub-Fund.

In addition, Société Générale Luxembourg (formerly, Société Générale Bank & Trust) will act as the Fund's paying agent. In that capacity, Société Générale Luxembourg (formerly, Société Générale Bank & Trust) will have as its principal function the operation of procedures in connection with the payment of distributions and, as the case may be, redemption proceeds on the Units of the Fund.

Up-to-date information regarding this Section G "The Depositary and Paying Agent" will be made available to investors on request.

In all circumstances the Depositary shall, in carrying out its functions of depositary, act honestly, fairly, professionally and independently and solely in the interest of the Fund and its Unitholders in accordance with article 20 of the 2010 Law.

In this respect, the activities of the Depositary are managed and organised in such a way as to minimise any potential conflicts of interest. In particular, the Depositary has, functionally and hierarchically, separated the performance of its depositary tasks from its other potentially conflicting tasks.

In this respect, Société Générale Luxembourg in its capacity, in one hand, as depositary and paying agent and, on the other hand, as administrative agent and registrar agent of the Fund (i) has established, implemented and maintains operational an effective conflicts of interest policy; (ii) has established a functional, hierarchical and contractual separation between the performance of its depositary functions and the performance of other tasks and (iii) proceeds with the identification as

well as the management and adequate disclosure of potential conflicts of interest in the manner described in the preceding paragraph.

#### **H. THE ADMINISTRATIVE AGENT**

Société Générale Luxembourg (formerly, Société Générale Bank & Trust) has been appointed pursuant to an agreement with the Management Company as administrative agent (the "Administrator").

In such capacities, the Administrator is responsible for the administrative functions required by Luxembourg law such as the calculation of the NAV and the maintenance of accounting records.

#### **I. THE REGISTRAR AGENT**

Société Générale Luxembourg (formerly, Société Générale Bank & Trust) has been appointed by the Management Company pursuant to an agreement concluded with the Fund to act as Registrar Agent of the Fund (the "**Registrar Agent Agreement**").

The Registrar Agent will be responsible for handling the processing of subscriptions for Shares, dealing with requests for redemptions and conversions and accepting transfers of funds, for the safekeeping of the register of the Investors, the delivery of share certificates ("**Share Certificates**"), if requested, the safekeeping of all non-issued Share Certificates of the Fund, for accepting Shares Certificates rendered for replacement, redemption or conversion and for providing and supervising the mailing of reports, notices and other documents to the Investors, as further described in the above mentioned agreement.

#### **J. THE DOMICILIARY AGENT**

NBG Asset Management Luxembourg, 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg has been appointed by the Management Company to act as the domiciliary agent of the Fund.

#### **K. TERMINATION OF THE FUND**

The Fund has been established for an unlimited period and the Sub-Funds may be established either for an unlimited or a limited period. However, the Fund or any of its Sub-Funds (or classes of Units therein) may be dissolved and liquidated at any time by mutual agreement between the Management Company and the Depositary, subject to prior notice.

The Management Company is, in particular, authorised, subject to the approval of the Depositary, to decide the dissolution of the Fund or of any Sub-Fund or any class of Units therein where the NAV of the Fund or of any such Sub-Fund or any class of Units therein has decreased to an amount determined by the Management Company to be the minimum level for the Fund or for such Sub-Fund or class of Units to be operated in an economically efficient manner, or in case of a significant change of the economic or political situation.

In case of dissolution of any Sub-Fund or class of Units, the Management Company shall not be precluded from redeeming or converting all or part of the Units of the Unitholders, at their request, at the applicable NAV per Unit (taking into account actual realisation prices of investments as well as realisation expenses in connection with such dissolution), as from the date on which the resolution to dissolve a Sub-Fund or class of Units has been taken and until its effectiveness.

Issuance, redemption and conversion of Units will cease at the time of the decision or event leading to the dissolution of the Fund.

In the event of dissolution, the Management Company will realise the assets of the Fund or of the relevant Sub-Fund(s) or class of Units in the best interests of the Unitholders thereof, and upon instructions given by the Management Company, the Depositary will distribute the net proceeds from such liquidation, after deducting all expenses relating thereto, among the Unitholders of the relevant Sub-Fund(s) or class of Units in proportion to the number of Units of the relevant class held by them.

The Management Company may distribute the assets of the Fund or of the relevant Sub-Fund(s) or class of Units wholly or partly in kind in compliance with the conditions set forth by the

Management Company (including, without limitation, delivery of an independent valuation report) and the principle of equal treatment of Unitholders.

As provided by Luxembourg law, at the close of liquidation of the Fund, the proceeds thereof corresponding to Units not surrendered will be kept in safe custody at the "*Caisse des Consignations*" in Luxembourg until the statute of limitations relating thereto has elapsed.

At the close of liquidation of any Sub-Fund or class of Units, the proceeds thereof corresponding to Units not surrendered, as from the date of the close of the liquidation, shall be kept in safe custody at the "*Caisse des Consignations*".

In the event of dissolution of the Fund, the decision or event leading to the dissolution shall be published in the manner required by the Law of 2010.

The liquidation or the partition of the Fund or any of its Sub-Funds or class of Units may not be requested by a Unitholder, nor by his heirs or beneficiaries.

## **L. MERGER OF SUB-FUNDS OR MERGER WITH ANOTHER UCI**

The Management Company may decide to proceed with a merger (within the meaning of the 2010 Law) of the Fund or of one of the Sub-Funds, either as receiving or absorbed UCITS or Sub-Fund, subject to the conditions and procedures imposed by the 2010 Law, in particular concerning the merger project and the information to be provided to the Unitholders, as follows:

### **1- Merger of the Fund**

The Management Company may decide to proceed with a merger of the Fund, either as receiving or absorbed UCITS, with:

- another Luxembourg or foreign UCITS (the "New UCITS"); or
- a sub-fund thereof,

and, as appropriate, to redesignate the Units of the Fund as Units of this New UCITS, or of the relevant sub-fund thereof as applicable.

In case the Fund is the receiving UCITS (within the meaning of the 2010 Law), solely the Management Company will decide on the merger and effective date thereof.

In case the Fund is the absorbed UCITS (within the meaning of the 2010 Law), and hence ceases to exist, the Management Company must decide on the effective date of the merger.

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

The Management Company may decide to proceed with a merger of any Sub-Fund, either as receiving or absorbed Sub-Fund, with:

- another existing Sub-Fund within the Fund or another sub-fund within a New UCITS (the "New Sub-Fund"); or
- a New UCITS,

and, as appropriate, to redesignate the Units of the Sub-Fund concerned as Units of the New UCITS, or of the New Sub-Fund as applicable.

### **3- Rights of the Unitholders and costs to be borne by them**

In all the above mentioned merger cases, the Unitholders will in any case be entitled to request, without any charge other than those retained by the Fund or the Sub-Fund to meet disinvestment costs, the redemption of their Units, in accordance with the provisions of the 2010 Law. A notice will be given to the Unitholders concerned by the merger. The Unitholders not wishing to participate in the merger may request within a month from the given notice to redeem their Units. This redemption shall be carried at the relevant NAV determined the day when the request of redemption is deemed to have been received.



#### **4- Merger of Classes of Units of the Fund**

The Board of Directors may also decide to merge two (or more) Classes of units from the same Sub-Fund in the event of special circumstances beyond its control, such as political, economic, or military emergencies, or if the Board of Directors should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Class to operate in an economically efficient manner, and with due regard to the best interests of Unitholders, that a Class should be merged. A notice will be given to the Unitholders of Classes concerned by the merger. The Unitholders not wishing to participate in the merger may request within a month from the given notice to redeem their units. This redemption shall be carried free of redemption charges at the relevant NAV determined the day when the request of redemption is deemed to have been received. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due.

The Management Company may, with the approval of the Depositary, resolve the cancellation of Units issued in the Fund or in any Sub-Fund and, after deducting all expenses relating thereto, the allocation of Units to be issued in another Sub-Fund of the Fund, or another UCI organised under Part I of the Law of 2010, subject to the condition that the investment objectives and policies of such other Sub-Fund or UCI are compatible with the investment objectives and policies of the Fund or of the relevant Sub-Fund, in the case where the value of the assets of the Fund or of the Sub-Fund affected by the proposed cancellation of its Units has decreased to an amount determined by the Management Company to be the minimum level for the Fund or for such Sub-Fund to be operated in an economically efficient manner, or in case of a significant change of the economic or political situation.

In such event, notice shall be published as provided in Article 10 hereof for the Unitholders of the Fund or of the Sub-Fund the Units of which shall be cancelled. Such notice shall be published at least one (1) month before the date on which the resolution of the Management Company shall take effect.

Unitholders of the Fund or of the Sub-Fund the Units of which shall be cancelled shall have the right, during one (1) month from the date of such publication, to request the redemption or conversion of all or part of their Units at the applicable NAV per Unit, subject to the procedures described under "Redemption of Units" and "Conversion of Units" without paying any fee.

#### **M. DIVISION OF SUB-FUNDS**

If the Management Company determines that it is in the interests of the Unitholders of the relevant Sub-Fund or Class or that a change in the economic or political situation relating to the Sub-Fund or Class concerned has occurred which would justify it, the reorganisation of one Sub-Fund or Class, by means of a division into two or more Sub-Funds or Classes, may take place. This decision will be notified to Unitholders as required. The notification will also contain information about the two or more new Sub-Funds or Classes. The notification will be made at least one (1) month before the date on which the reorganization becomes effective in order to enable the Unitholders to request the redemption of their Units, free of charge, before the operation involving division into two or more Sub-Funds or Classes becomes effective. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due.

Any request for subscriptions shall be suspended as from the moment of the announcement of the division of the relevant Sub-Fund.

#### **N. ANNUAL AND SEMI-ANNUAL REPORTS**

Audited Annual Reports and unaudited Semi-annual Reports will be sent to the Unitholders and will be made available for public inspection at each of the registered offices of the Fund and the Administrator within four, respectively two (2) months following the relevant accounting period. The Fund's financial year ends on December 31<sup>st</sup> of each year. For consolidation purposes, the Reference Currency is the Euro.

#### **O. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents may be inspected free of charge during usual business hours on any weekday (Saturday and public holidays excepted) at the registered office of the

Management Company of the Fund, 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg;

a) the Management Regulations of the Fund;

b) the last audited Annual Reports and the Semi-annual Reports of the Fund as and when they are published.

The documents listed under paragraphs (a) and (b) above may be delivered without cost to interested investors at their request.

Statements made in this Prospectus and in the PRIIPS KID are based on the laws and practice in force at the date of this Prospectus in Luxembourg, and are subject to changes in those laws and practice.

The PRIIPS KIDs will be published at Fundsquare website on [www.fundsquare.net](http://www.fundsquare.net).

## **P. FURTHER INFORMATION**

For further information, please contact:

Waystone Corporate Services (Lux) S.A c/o NBG INTERNATIONAL FUNDS FCP (opening hours Luxembourg time from 8 a.m. to 5 p.m.)

19, rue de Bitbourg

L-1273 Luxembourg

Grand Duchy of Luxembourg

## **Q. SUSTAINABLE INVESTMENTS**

A sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause a negative material impact on the value of the investment.

To the extent that ESG factors represent a material risk and / or an opportunity to maximize long-term and risk-adjusted return, these factors will be taken into account in the decision-making process.

Pursuant to the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector ("**SFDR**"), financial market participants are required to disclose the manner in which sustainability risks are integrated into their investment decisions and the results of the assessment of the likely impacts of sustainability risks on the returns of the financial products they make available.

The Management Company makes all management decisions for the Sub-Funds taking into account the risks arising from sustainability and environmental, social and governance ("**ESG**") criteria: the portfolio management also considers sustainability risks in its investment decisions besides the common financial metrics as well as the other portfolio specific risks. This consideration applies to the investment assessment/screening and for the investment management.

Unless otherwise specified in a Sub-Fund's appendix, the Sub-Funds do not promote environmental or social characteristics or have specific sustainable investment objectives.

The Investment Manager has made a determination that sustainability risks are currently likely to have a material negative impact on the returns of the Sub-Funds in the medium to long term.

"Sustainability risk" means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the Sub-Fund's investments.

The Management Company intends to put in place internal policies to address the principal adverse sustainability impacts of investment decisions. However, such impacts are not currently considered as the relevant data required to determine and weight the adverse sustainability impacts are not yet available in the market to a sufficient extent and in the required quality.

The Fund (and the Sub-funds), **do not** promote environmental or social characteristics (as per Article 8 of the SFDR) and/or **do not** have sustainable investment as their objective (as per Article 9 of the SFDR).

## **R. LIQUIDITY RISK MANAGEMENT PROCESS**

The Management Company has established, implemented and consistently applied a liquidity management procedure and has put in place prudent and rigorous liquidity management procedures which enable it to monitor the liquidity risks of the Sub-Funds and to ensure that each Sub-Fund can normally meet at all times its obligation to redeem its Units at the request of Unitholders.

Qualitative and quantitative measures are used to monitor portfolios and securities to seek to ensure investment portfolios are appropriately liquid and that Sub-Funds are able to honour Unitholder's redemption requests. In addition, unitholders' concentrations are regularly reviewed to assess their potential impact on liquidity of the Sub-Funds.

Sub-Funds are reviewed individually with respect to liquidity risks.

The Management Company's liquidity management procedure takes into account the dealing frequency, the underlying assets' liquidity (and their valuation) and shareholder base.

The liquidity risks are further described in the section "Liquidity Risk" in the Prospectus.

The Board of Directors may also make use, among others, of the following to manage liquidity risk:

As described under the heading "IX. D. PROCEDURES FOR REDEMPTIONS AND CONVERSIONS REPRESENTING 10% OR MORE OF THE NET ASSETS OF A SUB-FUND", if the Fund receives requests on one Valuation Day for redemptions (and conversions) of more than 10% of the NAV of the relevant Sub-Fund, the Management Company, in its sole discretion, may elect to reduce each redemption (and conversion) request pro rata such that the aggregate amount redeemed in that Valuation Day will not exceed 10% of the NAV of the relevant Sub-Fund.

As described under the heading "IV. A. TEMPORARY SUSPENSION OF THE CALCULATION OF THE NAV PER SHARE", the Management Company may temporarily suspend the calculation of the NAV of one or more Sub-Funds and the issue, redemption and conversion of Units.

## **S. COMPLAINTS HANDLING**

In accordance with the regulation applicable in Luxembourg, the Fund has implemented and maintains effective and transparent policies for the reasonable and prompt handling of complaints received from investors. The information regarding those procedures shall be made available to investors free of charge.

## **T. STRATEGIES FOR THE EXERCISE OF VOTING RIGHTS**

In accordance with the regulations applicable in Luxembourg, the Fund has developed an adequate and effective policy for determining when and how voting rights attached to instruments held in the managed portfolios are to be exercised, to the exclusive benefit of the Fund.

## **Annex I – Conflict of Interest**

In all circumstances the Depositary shall, in carrying out its functions of depositary, act honestly, fairly, professionally and independently and solely in the interest of the Fund and its Shareholders in accordance with article 37 of the 2010 Law. In this respect, the activities of the Depositary are managed and organised in such a way as to minimise any potential conflicts of interest. In particular, the Depositary has, functionally and hierarchically, separated the performance of its depositary tasks from its other potentially conflicting tasks.

The Depositary is not allowed to carry out activities with regard to the Fund that may create conflicts of interest between the Fund, the shareholders and the Depositary itself, unless the Depositary has properly identified any such potential conflicts of interest, has functionally and hierarchically separated the performance of its depositaries tasks from its other potentially conflicting tasks, and the potential conflicts of interest are properly identified, managed, monitored and disclosed to the shareholders.

In that respect, the Depositary has in place a policy for the prevention, detection and management of conflicts of interest resulting from the concentration of activities in Société Générale's group or from the delegation of safekeeping functions to other Société Générale entities or to an entity linked to the Management Company.

This conflict of interest management policy intends to:

- (a) identify and analyse potential conflict of interest situations;
- (b) record, manage and track conflict of interest situations by:
  - (i) implementing permanent measures to manage conflicts of interest including the separation of tasks, the separation of reporting and functional lines, the tracking of insider lists and dedicated IT environments;
  - (ii) implementing, on a case-by-case basis:
    - (a) appropriate preventive measures including the creation of an ad hoc tracking list and new Chinese Walls, and by verifying that transactions are processed appropriately and/or by informing the clients in question;
    - (b) or, by refusing to manage activities which may create potential conflicts of interest.

Thus, the Depositary in its capacity, in one hand, as depositary and paying agent and, on the other hand, as administrative, registrar and transfer, corporate and domiciliary agent of the Fund has established a functional, hierarchical and contractual separation between the performance of its depositary functions and the performance of those tasks outsourced by the Fund.

Regarding the delegation of the Depositary's safekeeping duties to a company linked to other Société Générale entities or to an entity linked to the Management Company, the policy implemented by the Depositary consists of a system which prevents conflicts of interest and enables the Depositary to exercise its activities in a way that ensures that the Depositary always acts in the best interests of the Fund. The prevention measures consist, specifically, of ensuring the confidentiality of the information exchanged, the physical separation of the main activities which may create potential conflicts of interest, the identification and classification of remuneration and monetary and non-monetary benefits, and the implementation of systems and policies for gifts and events.

Further details are available on:

<https://www.securities-services.societegenerale.com/en/solution-finder/global-custody/>

## **XVI. APPENDICES**

### **"NBG INTERNATIONAL FUNDS FCP/ DYNAMIC ALLOCATION SUB-FUND"**

The reference currency of the Sub-Fund is the EURO (EUR).

#### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund is to benefit unit-holders by achieving positive long-term returns, mainly from capital appreciation.

The Sub-Fund's investment policy is designed to provide exposure to a broad spectrum of asset classes, including but not limited to equities, fixed income, commodities and real-estate, cash.

This is achieved either via a diversified portfolio consisting of UCITS, UCI, ETF or other collective investment schemes eligible under article 41 (1) of the 2010 Law, and/or directly in Transferable securities, equities, bonds and ETC (including ETFS) that will comply with the ratios of diversification, Derivatives and Cash.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, each Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments. In addition and subject to any limitations set out in the "Techniques and Instruments relating to Transferable Securities" as more fully described in the Prospectus, the Sub-Fund will use the following techniques and instruments to achieve its investment objectives and for the purpose of efficient portfolio management and for the purpose of providing protection against market and exchange risks: transactions relating to financial futures, warrants, options.

The maximum degree of investment in any of the above mentioned asset classes can be 100% of and the minimum degree of investment can be 0%.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The frequency and rate of changes in the portfolio composition depends on the conditions prevailing on the markets the Sub-Fund invests in and on the judgment of the management company about the expected future developments on those markets.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

#### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

#### **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

##### **Market risk**

Equity risk: the Sub-Fund will invest primarily its assets in common stocks and other equity securities and therefore is subject to market risk that historically has resulted in greater price volatility than experienced by bonds and other fixed income securities.

Emerging Markets Risk: Because of the special risks associated with investing in emerging or developing markets, to invest in such securities should be considered speculative. Investors are strongly advised to consider carefully the special risks involved in developing markets, which are greater than the usual risks of investing in foreign securities.

**Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

**Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

**THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 4%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment.

**ISSUE OF UNITS**

Class A and Class B Units have been offered on January 15<sup>th</sup> 2010 at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Class C Units had been offered on 11 May 2012, at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

After the initial subscription period, application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

## **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

## **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

## **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

## **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

## **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 1% for both Class A and B.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee) at the annual rate of maximum 1.5%.

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ DYNAMIC ALLOCATION SUB-FUND** involves a certain level of risk linked to exposure in investment classes such as equities, fixed income, commodities, real estate etc. and the financial techniques used and therefore this investment is only convenient for well informed investors.

### **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

### **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

### **ISIN CODES**

Class A Accumulating: **LU0476459721**

Class B Accumulating: **LU0476460141**

Class C Accumulating: **LU0772039151**



The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a three (3) years period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately three (3) years after the completion of its asset accumulation period intended to be April 28, 2028 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European Governments and Corporates with investment grade rating. The Sub-Fund's shall invest in fixed income securities of a minimum BBB rating, or comparable rating, of at least one of the following rating agencies at the time of investment: S&P, DBRS, FITCH, MOODY'S, BLOOMBERG, ICAP.

The Investment Manager will invest in securities of maturity of two (2) to four (4) years, with an average maturity of three (3) years and will construct the Sub-Fund's portfolio based on the attractiveness of the specific bond market during the Initial Offering Period (as defined below). The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, it may deviate, either for reinvestment purposes or to avoid losses in periods of high volatility in the markets.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Sub-Fund may retain holdings of downgraded securities below investment grade up to 15% of the Sub-Fund's portfolio but the Sub-Fund will be expected to liquidate these positions in the best interest of the unitholders.

Proceeds received from instruments maturing before the maturity date shall be distributed, reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalent and investment grade rated Treasury Bills.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

**Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

**RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

**Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

**Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

**Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

**Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

**THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment, for Class A only.

## **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

## **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

## **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

## **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

## **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

## **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.75% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

### **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

### **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 3 YEARS EUROPEAN IG BONDS – 1** involves a low level of risk and it is convenient for all investors.

### **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

### **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

### **ISIN CODES**

Class A Distributing: **LU2717349729**

**"NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 3 YEARS EUROPEAN IG BONDS - 2"**

The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a three (3) years period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately three (3) years after the completion of its asset accumulation period intended to be June 30, 2028 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European Governments and Corporates with investment grade rating. The Sub-Fund's shall invest in fixed income securities of a minimum BBB rating, or comparable rating, of at least one of the following rating agencies at the time of investment: S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Investment Manager will invest in securities of maturity of two (2) to four (4) years, with an average maturity of three (3) years and will construct the Sub-Fund's portfolio based on the attractiveness of the specific bond market during the Initial Offering Period (as defined below). The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, it may deviate, either for reinvestment purposes or to avoid losses in periods of high volatility in the markets.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Sub-Fund may retain holdings of downgraded securities up to 15% of the Sub-Fund's portfolio but the Sub-Fund will be expected to liquidate these positions in the best interest of the unitholders.

Proceeds received from instruments maturing before the maturity date shall be distributed, reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalents and investment grade rated Treasury Bills.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact

on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

#### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

### **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment, for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.75% for both Class A, B and C.

### **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

### **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

### **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 3 YEARS EUROPEAN IG BONDS – 2** involves a low level of risk and it is convenient for all investors.

### **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

### **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

### **ISIN CODES**

Class A Distributing: **LU2717349992**



The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a three (3) years period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately three (3) years after the completion of its asset accumulation period intended to be October 29, 2027 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes and other similar fixed or floating rate securities issued primarily by European Governments and Corporates, including Greek Government and Corporates and also other euro-denominated fixed income securities by European (including UK and Switzerland) and US issuers. The target rating of the portfolio is BBB, or comparable rating according to one of the following rating agencies at the time of accumulation S&P, DBRS, FITCH, MOODY'S, BLOOMBERG, ICAP.

The Sub-Fund shall not invest more than 65% of its assets in securities below BBB- rating, or comparable rating according to one of the following rating agencies at the time of accumulation S&P, DBRS, FITCH, MOODY'S, BLOOMBERG, ICAP. The Sub-Fund shall keep an investment grade rating for at least 65% of its portfolio, subject to market conditions.

The Investment Manager will invest in securities of maturity of two (2) to four (4) years, with an average maturity of three (3) years and will construct the Sub-Fund's portfolio based on the attractiveness of the specific bond market during the Initial Offering Period (as defined below). The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, it may deviate, either for reinvestment purposes or to avoid losses in periods of high volatility in the markets.

Assets are expected to mature before the Sub-Fund is terminated. In case the Sub-Fund holds investments maturing after the three (3) year period, the Management Company will sell them prior to the Maturity, in order to meet its obligations.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy. In the event of a downgrading below investment grade, the Investment Manager will liquidate the distressed securities in the best interest of unitholders.

Proceeds received from instruments maturing before the maturity date shall be distributed, reinvested or held in ancillary liquid assets such as cash or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash or cash equivalent.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

## **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment, for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.75% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 3 YEARS EUROPEAN BONDS - 1** involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class A Distributing: **LU2717350065**

The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a three (3) years period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately three (3) years after the completion of its asset accumulation period intended to be February 29, 2028 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes and other similar fixed or floating rate securities issued primarily by European Governments and Corporates, including Greek Government and Corporates and also other euro-denominated fixed income securities by European (including UK and Switzerland) and US issuers.

The target rating of the portfolio is BBB, or comparable rating according to one of the following rating agencies at the time of accumulation S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Sub-Fund shall not invest more than 65% of its assets in securities below BBB rating, or comparable rating according to one of the following rating agencies at the time of accumulation. S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Investment Manager will invest in securities of maturity of two (2) to four (4) years, with an average maturity of three (3) years and will construct the Sub-Fund's portfolio based on the attractiveness of the specific bond market during the Initial Offering Period (as defined below). The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, it may deviate, either for reinvestment purposes or to avoid losses in periods of high volatility in the markets.

Assets are expected to mature before the Sub-Fund is terminated. In case the Sub-Fund holds investments maturing after the three (3) year period, the Management Company will sell them prior to the Maturity, in order to meet its obligations.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy. In the event of a downgrading below investment grade, the Investment Manager will liquidate the distressed securities in the best interest of unitholders. Proceeds received from instruments maturing before the maturity date shall be distributed, reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalents.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

## **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment, for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.75% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 3 YEARS EUROPEAN BONDS - 2 involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class A Distributing: **LU2717350149**



The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The Sub-Fund aims to provide a performance above money market instruments or deposits to its shareholders over a eighteen (18) months period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately eighteen (18) months after the completion of its asset accumulation period intended to be February 27, 2026 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European government, supranational or corporate issuers. The Sub-Fund may hold up to 50% of the Sub-Fund's portfolio in non-investment grade securities.

The Investment Manager will invest in securities of maturity of one (1) month to two (2) years, with an average maturity of eighteen (18) months and will construct the Sub-Fund's portfolio based on the attractiveness of the specific fixed income money market during the Initial Offering Period (as defined below). The Sub-Fund will not fall within the scope of Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds ("MMFR"). The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, the Management may exceed the two (2) year maturity threshold if he deems it necessary for reinvestment purposes or to avoid losses in periods of high volatility.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy. The Investment Manager will sell a security if three or more of the following rating agencies downgrade the security rating below B-: S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

Proceeds received from instruments maturing before the maturity date shall be distributed, reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments, cash or cash equivalents such as investment grade rated Treasury Bills, money market securities.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

## **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment, for Class A only.

## **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

## **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

## **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

## **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

## **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

## **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.50% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

### **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

### **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 18 MONTHS EUR – 1** involves a low level of risk and it is convenient for all investors.

### **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

### **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

### **ISIN CODES**

Class A Accumulating/Capitalisation: **LU2717350495**

The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The Sub-Fund aims to provide a performance above money market instruments or deposits to its shareholders over a eighteen (18) months period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately eighteen (18) months after the completion of its asset accumulation period intended to be June 30, 2026 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European government, supranational or corporate issuers. The Sub-Fund may hold up to 50% of the Sub-Fund's portfolio in non-investment grade securities.

The Investment Manager will invest in securities of maturity of one (1) month to two (2) years, with an average maturity of eighteen (18) months and will construct the Sub-Fund's portfolio based on the attractiveness of the specific fixed income money market during the Initial Offering Period (as defined below). The Sub-Fund will not fall within the scope of Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds ("MMFR"). The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, the Management may exceed the two (2) year maturity threshold if he deems it necessary for reinvestment purposes or to avoid losses in periods of high volatility.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Investment Manager will sell a security if three or more of the following rating agencies downgrade the security rating below B-: S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

Proceeds received from instruments maturing before the maturity date shall be distributed, reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments, cash or cash equivalents such as investment grade rated Treasury Bills and money market securities.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

## **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment, for Class A only.

## **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other

date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks. Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.50% for both Class A, B and C.

### **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED MATURITY 18 MONTHS EUR – 2** involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class A Accumulating/Capitalisation: **LU2717350222**



The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a ten (10) year period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately ten (10) years after the completion of its asset accumulation period on January 31, 2034 (the "Maturity").

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European government, supranational or corporate issuers. At least 50% of the Sub-Fund's Portfolio should hold an Investment Grade Rating (i.e. minimum BBB- rating, or comparable rating by at least one of the three major ratings agencies). The Sub-Fund may hold up to 50% of the Sub-Fund's portfolio in non-investment grade securities, including downgrades.

The Investment Manager will invest in securities of maturity of eight (8) to ten and a half (10.5) years, with an average maturity of approximately ten (10) years at inception and will construct the Sub-Fund's portfolio based on the attractiveness of the specific fixed income instruments during the Initial Offering Period. The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, the Management Company may exceed the ten (10) year maturity threshold if necessary for reinvestment purposes or to avoid losses in periods of high volatility.

In case the Sub-Fund holds investments maturing after the ten (10) year period, the Management Company will sell them prior to the Maturity in order to meet its obligations.

The Sub-Fund shall not invest more than 50% of its assets in securities below BBB- rating, or comparable rating according to one of the following rating agencies at the time of accumulation, S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Sub-Fund may retain holdings of downgraded securities up to 25% of the Sub-Fund's portfolio but the Sub-Fund will be expected to liquidate these positions in the best interest of the unitholders.

Proceeds received from instruments maturing before the maturity date shall be reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalents.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

## **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.50% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED RATE SAVINGS BOND U/L - 1** involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class B Accumulating/ Capitalisation: **LU2717349562**

The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a ten (10) year period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately ten (10) years after the completion of its asset accumulation period on March 31, 2034 (the "Maturity").

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European government, supranational or corporate issuers. At least 50% of the Sub-Fund's Portfolio should hold an Investment Grade Rating (i.e. minimum BBB rating, or comparable rating by at least one of the three major ratings agencies). The Sub-Fund may hold up to 50% of the Sub-Fund's portfolio in non-investment grade securities, including downgrades.

The Investment Manager will invest in securities of maturity of eight (8) to ten and a half (10.5) years, with an average maturity of approximately ten (10) years at inception and will construct the Sub-Fund's portfolio based on the attractiveness of the specific fixed income instruments during the Initial Offering Period. The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, the Management Company may exceed the ten (10) year maturity threshold if necessary for reinvestment purposes or to avoid losses in periods of high volatility.

In case the Sub-Fund holds investments maturing after the ten (10) year period, the Management Company will sell them prior to the Maturity in order to meet its obligations.

The Sub-Fund shall not invest more than 50% of its assets in securities below BBB rating, or comparable rating according to one of the following rating agencies at the time of accumulation, S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Sub-Fund may retain holdings of downgraded securities up to 25% of the Sub-Fund's portfolio but the Sub-Fund will be expected to liquidate these positions in the best interest of the unitholders.

Proceeds received from instruments maturing before the maturity date shall be reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalents.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

## **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

## **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.50% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED RATE SAVINGS BOND U/L - 2** involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class B Accumulating/Capitalisation: **LU2717349646**



The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a ten (10) year period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately ten (10) years after the completion of its asset accumulation period intended to be on July 15, 2034 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European government, supranational or corporate issuers. At least 50% of the Sub-Fund's Portfolio should hold an Investment Grade Rating (i.e. minimum BBB- rating, or comparable rating by at least one of the three major ratings agencies). The Sub-Fund may hold up to 50% of the Sub-Fund's portfolio in non-investment grade securities, including downgrades.

The Investment Manager will invest in securities of maturity of eight (8) to ten and a half (10.5) years, with an average maturity of approximately ten (10) years at inception and will construct the Sub-Fund's portfolio based on the attractiveness of the specific fixed income instruments during the Initial Offering Period. The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, the Management Company may exceed the ten (10) year maturity threshold if necessary for reinvestment purposes or to avoid losses in periods of high volatility.

In case the Sub-Fund holds investments maturing after the ten (10) year period, the Management Company will sell them prior to the Maturity in order to meet its obligations.

The Sub-Fund shall not invest more than 50% of its assets in securities below BBB- rating, or comparable rating according to one of the following rating agencies at the time of accumulation, S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Sub-Fund may retain holdings of downgraded securities up to 25% of the Sub-Fund's portfolio but the Sub-Fund will be expected to liquidate these positions in the best interest of the unitholders.

Proceeds received from instruments maturing before the maturity date shall be reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalents.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

#### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

### **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

#### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

#### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

#### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

#### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

### **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.60% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED RATE SAVINGS BOND U/L - 3** involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class B Accumulating/ Capitalisation: **LU2783791325**

The reference currency of the Sub-Fund is the EURO (EUR).

### **OBJECTIVE AND INVESTMENT POLICY**

The objective of the Sub-Fund aims to provide attractive yield over a ten (10) year period by investing in EUR denominated debt instruments.

The Sub-Fund is designed to be terminated approximately ten (10) years after the completion of its asset accumulation period intended to be October 15, 2034 (the "Maturity"). The exact Maturity will be confirmed on or before the launch of the Sub-Fund and, once set, the Prospectus will be updated accordingly at the next available opportunity.

The Maturity may be extended by the Management Company for up to two additional one-quarter periods at the discretion of the Management Company, notably to affect an orderly liquidation. In such a case, the Management Company will write to the investors to inform them of the extension of the Maturity and of the options available to them.

The Sub-Fund is designed to be held to maturity and Investors should be prepared to remain invested until the Sub-Fund is liquidated.

The Sub-Fund's investment policy is designed to provide exposure to mainly bonds, treasury bills, notes or other similar fixed-income or floating rate securities issued primarily by European government, supranational or corporate issuers. At least 50% of the Sub-Fund's Portfolio should hold an Investment Grade Rating (i.e. minimum BBB rating, or comparable rating by at least one of the three major ratings agencies). The Sub-Fund may hold up to 50% of the Sub-Fund's portfolio in non-investment grade securities, including downgrades.

The Investment Manager will invest in securities of maturity of eight (8) to ten and a half (10.5) years, with an average maturity of approximately ten (10) years at inception and will construct the Sub-Fund's portfolio based on the attractiveness of the specific fixed income instruments during the Initial Offering Period. The Portfolio Manager will adopt a buy-and-hold strategy, but in special circumstances, the Management Company may exceed the ten (10) year maturity threshold if necessary for reinvestment purposes or to avoid losses in periods of high volatility.

In case the Sub-Fund holds investments maturing after the ten (10) year period, the Management Company will sell them prior to the Maturity in order to meet its obligations.

The Sub-Fund shall not invest more than 50% of its assets in securities below BBB rating, or comparable rating according to one of the following rating agencies at the time of accumulation, S&P, DBRS, FITCH, MOODYS, BLOOMBERG, ICAP.

The Sub-Fund will not invest in distressed securities nor in defaulted securities.

When, in the opinion of the Investment Manager, the credit rating of an instrument or the credit profile of an issuer deteriorates after initial purchase, the Investment Manager will, at its full discretion, decide whether to hold or sell such instrument after considering various factors, including but not limited to risk of default, time to maturity, liquidity and market price, and re-invest the sale proceeds in other fixed income instruments within the scope of the investment strategy.

The Sub-Fund may retain holdings of downgraded securities up to 25% of the Sub-Fund's portfolio but the Sub-Fund will be expected to liquidate these positions in the best interest of the unitholders.

Proceeds received from instruments maturing before the maturity date shall be reinvested or held in ancillary liquid assets or cash equivalents, at the Investment Manager's discretion. During the last six (6) months before the Maturity, the majority of the portfolio will still be invested in securities and the portfolio will be liquidated at Maturity.

The Sub-Fund can have up to 20% of its net assets in ancillary liquid assets (i.e. cash deposits at sight). Under exceptionally unfavorable market conditions and if justified in the interest of the investors, the Sub-Fund may temporarily invest up to 100% of its net assets in ancillary liquid assets and other liquid instruments such as cash and cash equivalents.

Based on the Sub-Fund investment policy, the degree of risk is considered to be low to medium.

The investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities in the meaning of the EU Taxonomy Regulation.

#### **Benchmark**

The Sub-Fund is actively managed, meaning the Sub-Fund is not managed in reference to a benchmark.

### **RISK CONSIDERATIONS**

In addition to any applicable risks identified in the sub-section headed "Special risk considerations and risk factors", the principal risks of investing in the Sub-fund and the circumstances reasonably likely to adversely affect an investment are described below.

#### **Market risk**

Interest rate risk: the potential for investment losses that result from a change in interest rates. Investing in bonds and other fixed income securities may decline in value if interest rates change. In general, the prices of debt securities rise when interest rates fall, and fall when interest rates rise. Longer term bonds are usually more dependent on interest rate changes.

#### **Execution Risk**

The Sub-Fund may not be able to reach the yield target designated if unfavorable conditions ensue during accumulation and investment periods due to market illiquidity.

#### **Sustainability risks of investments**

Investment decisions of the Sub-Fund are made taking into account sustainability risks to manage the risk-adjusted returns. Sustainability risks can arise from environmental and social impacts on a potential investment object as well as from the corporate governance of a company associated with an investment object. Sustainability risks can either represent a risk of its own or have an impact on other portfolio risks and contribute significantly to the overall risk, such as market risks, liquidity risks, credit risks, counterparty risks or operational risks. Upon occurrence of those, they can have a significant impact on the value and/or return of the investment object, up to a total loss. Negative effects on an investment object can also negatively impact the return of the Sub-Fund.

The aim of including sustainability risks in the investment decision is to identify the occurrence of these risks as early as possible and to take appropriate measures to minimise the impact on the investments or the overall portfolio of the Sub-Fund. The events or conditions that may be responsible for a negative impact on the return of the Sub-Fund are split into environmental, social and corporate governance aspects. While environmental aspects include climate mitigation, for example, social aspects include compliance with employment safety and labor rights. Corporate governance aspects include, for example, the consideration of employee's rights and data protection. The Management Company also considers the aspects of climate change, including physical climate events or conditions such as heat waves, storms, rising sea levels and global warming.

#### **Issuer specific risk in connection with sustainability**

The risks from environmental, social or corporate governance aspects can impact the market price of the investments. Financial instruments issued by companies not complying with ESG standards or not transitioning towards more ESG compliant standards can suffer sustainability risk impacts. Such market value impacts can arise from reputational issues, sanctions, physical as well as transition risks caused by e.g. climate change.

### **THE UNITS**

Three Classes of Units are issued for this Sub-Fund:

- Class A Units are reserved to retail clients,
- Class B Units are reserved to international institutional investors within the meaning of the 2010 Law as amended from time to time and,
- Class C Units are dedicated to investors to be determined by the Board of Directors or by the Investment Manager under commercial practices.

Class A and Class C Units are issued in bearer or in registered form and only in uncertificated form. Class B Units are only issued in registered form and only in uncertificated form. It is the Sub-Fund's policy to reinvest all its profits and not to pay dividends for any of both Classes of Units.

A sales charge of up to 0.50%, payable to the Distributor as defined here above, may be deducted from the cleared subscription payment for Class A only.

### **ISSUE OF UNITS**

The subscription period for Class A, B and C Units will begin from the launch of the Sub-Fund until the end of the subsequent period (i.e. at least one (1) month after the launch date or at any other date which could be decided by the Management Company) (the "Initial Offering Period"). At the end of this period, no further subscriptions will be allowed unless the Management Company decides otherwise.

Class A, Class B and Class C Units are offered at the price of EUR 1,000. Subsequent investments may be made only in excess of EUR 100.

Investors have the choice to subscribe in USD; therefore, they must be aware that the currency exchange will be effected with the Depositary or the Nominee at the investor's cost and risks.

Application for subscription for all Units must be received by the Registrar Agent on any Dealing Day (as defined hereunder) before the Subscription Deadline.

Payment for Units must be received by the Fund within five (5) calendar days following the applicable Valuation Day. Unitholders will receive a written confirmation of their holding in the Sub-Fund only after receipt of the subscription payment.

### **REDEMPTION OF UNITS**

Application for redemption from all Classes of Units must be received by the Registrar Agent any Dealing Day before the Redemption Deadline. No redemption fee may be levied.

Payment for Units redeemed will be effected as soon as possible but not later than five (5) working days after the relevant Valuation Day (as defined hereunder) for all Classes.

### **CONVERSION OF UNITS**

Application for conversion from all Sub-Funds must be received by the Registrar Agent on any Dealing Day before the Fund Conversion Deadline.

### **TAXATION**

The Sub-Fund is liable to a tax of 0.05% per annum of its NAV allocated to the Class A Units and to the Class C Units and to a tax of 0.01% per annum of its NAV allocated to the Class B Units (*taxe d'abonnement*), such tax being payable quarterly on the basis of the value of the aggregate net assets of the Classes of the Sub-Fund at the end of the relevant calendar quarter.

### **NAV**

"Luxembourg Business Day": any full working day in Luxembourg when the banks are opened for business

"Valuation Day": a Luxembourg Business Day

"Dealing Day": a Luxembourg Business Day, is the same as the Valuation Day

### **MANAGEMENT COMPANY**

The Management Company is entitled, in accordance with the aforementioned agreement, to a fee for his respective services rendered to the Sub-Fund. Such management company fee is payable quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the management company fee) at the annual rate of 0.60% for both Class A, B and C.

## **INVESTMENT MANAGER**

Following an Investment Management Agreement, NBG Asset Management M.F.M.C. (previously DIETHNIKI Mutual Fund Management Company S.A.) was appointed by the Management Company as Investment Manager of the Sub-Fund.

The Investment Manager is entitled to a fee for his respective services rendered to the Sub-Fund. Such investment management fee is payable, by the Management Company, quarterly in arrears and calculated on the average daily net assets of each Class of Units (before deduction of the investment management fee).

## **LIQUIDATION AND MERGER**

If for a period of more than thirty (30) consecutive calendar days the aggregate NAV of the Sub-Fund shall be less than EUR 5,000,000, the Board of Directors may, by notice to all the Unitholders, decide to liquidate or to merge this Sub-Fund with one or several sub-fund(s) or one Luxembourg undertaking for collective investment, as more fully described in the Prospectus.

## **TARGETED INVESTORS**

This Sub-Fund is dedicated to retail and institutional investors aiming to preserve their capital with a high degree of liquidity while providing current income through investing in world-wide markets through investing in a diversified portfolio of fixed interest transferable securities and on an ancillary basis, in other transferable securities.

Any investor should remember that the NAV per Unit can go down as well as up. He may not get back the amount he has invested. No guarantee as to future performance or future return can be given by the Management Company, any Director or any advisor thereto.

Investing in **NBG INTERNATIONAL FUNDS FCP/ FIXED RATE SAVINGS BOND U/L - 2** involves a low level of risk and it is convenient for all investors.

## **LEVERAGE**

There is no leverage foreseen for this Sub-Fund.

## **GLOBAL EXPOSURE DETERMINATION METHODOLOGY**

Global Exposure will be calculated using the commitment approach as described in the ESMA guidelines on Risk Management for UCITS paragraph 2.

## **ISIN CODES**

Class B Accumulating/Capitalisation: **LU2783791598**