

## Singapore Information Memorandum

**This Singapore Information Memorandum (the “Information Memorandum”) is dated 18 November 2021 and forms part of and should be read in conjunction with the Swiss Prospectus for the Alpora Innovation Europa Fund (the “Fund”) dated November 2021 (the “Prospectus”). Please read this document and the Prospectus (attached as an annexure) for full information on the Fund.**

The Fund which is the subject of this Information Memorandum, does not relate to a collective investment scheme which is authorised under Section 286 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) or recognised under Section 287 of the SFA. The Fund is not authorised or recognised by the Monetary Authority of Singapore (the “MAS”) and the units are not allowed to be offered to the retail public. This Information Memorandum and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should consider carefully whether the investment is suitable for you.

This Information Memorandum has not been registered as a prospectus with the MAS. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of units may not be circulated or distributed, nor may units be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

- (i) to an institutional investor under Section 304 of the SFA,
- (ii) to a relevant person pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305, of the SFA, or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where units are subscribed or purchased under Section 305 of the SFA by a relevant person which is: (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the units pursuant to an offer made under Section 305 of the SFA except:

- 1. to an institutional investor or to a relevant person defined in Section 305(5) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(i)(B) of the SFA;
- 2. where no consideration is or will be given for the transfer;
- 3. where the transfer is by operation of law;
- 4. as specified in Section 305A(5) of the SFA; or
- 5. as specified in Regulation 36 of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore.

The offer, holding and subsequent transfer of units are subject to restrictions and conditions under the SFA. You should consider carefully whether you are permitted (under the SFA and any laws or regulations applicable to you) to make an investment in the units and whether any such investment is suitable for you and you should consult your legal or professional advisor if in doubt.

### Offer of the Fund in Singapore

For the purposes of the offer in Singapore (i) to an institutional investor under Section 304 of the SFA, (ii) to a relevant person pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, only the following Fund shall be available:

- Alpora Innovation Europa Fund

This Information Memorandum relates to the Fund. The offer or sale of the units which is the subject of this Information Memorandum is regulated and governed by the provisions of the SFA. The supervisory authority is the Monetary Authority of Singapore (MAS).

Name: Monetary Authority of Singapore  
Address: 10 Shenton Way, MAS Building, Singapore 079117  
Tel: (+65)-6225-5577  
Fax: (+65)-6229-9229

## **Regulatory Information**

### **1. Fund**

The Fund is an investment fund under Swiss law of the type “securities investment fund” pursuant to the Swiss Federal Act on Collective Investment Schemes of 23 June 2006. The fund contract was drawn up by LLB Swiss Investment Ltd. (formerly LB (Swiss) Investment Ltd.) as fund management company and submitted to the Swiss Financial Market Supervisory Authority (FINMA) with the consent of Bank J. Safra Sarasin AG, Basel, as custodian bank. The fund contract was first approved by the FINMA on 1 July 2014.

Name: Alpora Innovation Europa Fund  
Supervisory authority: FINMA (Swiss Financial Market Supervisory Authority)  
Address: Laupenstrasse 27, CH-3003 Bern  
Tel: (41) 31 327 91 00  
Fax: (41) 31 327 91 01  
Email: info@finma.ch

### **2. Custodian**

Name: Bank J. Safra Sarasin AG  
Supervisory authority: FINMA (Swiss Financial Market Supervisory Authority)  
Address: Laupenstrasse 27, CH-3003 Bern  
Tel: (41) 31 327 91 00  
Fax: (41) 31 327 91 01  
Email: info@finma.ch

### **3. Manager**

Name: LLB Swiss Investment Ltd.  
Supervisory authority: FINMA (Swiss Financial Market Supervisory Authority)  
Address: Laupenstrasse 27, CH-3003 Bern  
Tel: (41) 31 327 91 00  
Fax: (41) 31 327 91 01  
Email: info@finma.ch

## **Past Performance**

Past performance figures can be obtained from the Manager.

## **Side Letters**

The Manager may enter into side letters from time to time with certain unitholders of the Fund providing for matters relating to an investment in the Fund. Such agreements are entered into on a strictly limited basis in circumstances particular to the relevant unitholder.

## **Accounts**

The accounts of the Fund can be obtained from the Manager.

# **Alpora Innovation Europa Fund**

Investment Fund of the type 'securities fund'  
under Swiss law

Prospectus with integrated fund contract  
November 2021

Fund Management Company: LLB Swiss Investment Ltd., Zurich  
Custodian Bank: Bank J. Safra Sarasin Ltd., Basel

**LLB Swiss Investment Ltd.**

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# Part 1: Prospectus

This prospectus with integrated fund contract, the Key Investor Information Document, and the most recent annual or semi-annual report (if published after the latest annual report) serve as the basis for all subscriptions of units in this investment fund.

Only the information contained in the prospectus, the Key Investor Information Document or in the fund contract shall be deemed valid.

## 1 Information about the Investment Fund

### 1.1 General Information on the Investment Fund

Alpora Innovation Europa fund is an investment fund under Swiss law of the type "securities investment fund" pursuant to the Swiss Federal Act on Collective Investment Schemes of 23 June 2006. The fund contract was drawn up by LLB Swiss Investment Ltd. (formerly LB(Swiss) Investment Ltd.) as fund management company, and submitted to the Swiss Financial Market Supervisory Authority (FINMA) with the consent of Bank J. Safra Sarasin & Cie AG, Basel, as custodian bank. The fund contract was first approved by the FINMA on 1 July 2014.

The investment fund is based on a collective investment agreement (fund contract), under which the fund management company shall undertake to provide the investor with a stake in the investment fund in proportion to the fund units acquired by the said investor, and to manage this fund at its own discretion and for its own account in accordance with the provisions of the law and the fund contract. The custodian bank is party to the fund contract in accordance with the tasks conferred upon it by the law and the fund contract.

In accordance with the fund contract, the fund management company shall have the right to establish, liquidate or merge unit classes at any time, subject to the consent of the custodian bank and the approval of the supervisory authority.

There are currently the following unit classes which are equally suitable for all investors:

The unit classes differ in terms of the fee structure, the reference currency, the currency hedging and the payment of retrocessions and/or rebates:

- „EUR A“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. No retrocessions or rebates are paid in respect of the distribution of the "EUR A" class.
- „EUR B“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. Retrocessions and rebates may be paid in respect of class "EUR B".

For investors without an asset management or investment advisory contract and for investors with such contract but without renouncement of reimbursement of distribution fees class "EUR B" is not suitable, as class "EUR D" has lower costs.

Class "EUR B" is suitable for investors, who have a signed contract with a fiduciary or an investment consultant and have renounced therein legally valid the reimbursement of distribution fees, because these distribution fees compensate a lower commission on the asset management- or investment advisory contract. The difference of the management or advisory commission must be lower than the difference between class "EUR B" and "EUR D".

It is recommended that investors in class "EUR B" check in all cases, whether this class is suitable for them.

- „EUR D“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. Retrocessions and rebates may be paid in respect of class "EUR D".
- „EUR E“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. Retrocessions and rebates may be paid in respect of class "EUR E".

For investors without an asset management or investment advisory contract and for investors with such contract but without renouncement of reimbursement of distribution fees class "EUR E" is not suitable, as class "EUR D" has lower costs.

Class "EUR E" is suitable for investors, who have a signed contract with a fiduciary or an investment consultant and have renounced therein legally valid the reimbursement of distribution fees, because these distribution fees compensate a lower commission on the asset management- or investment advisory contract. The difference of the management or advisory commission must be lower than the difference between class "EUR E" and "EUR D".

It is recommended that investors in class "EUR E" check in all cases, whether this class is suitable for them.

– „CHF-hedged“-Class: accumulation class, denominated in Swiss Francs CHF (reference currency). At least 90% of the reference currency of this class (CHF) will be hedged against the reference currency of the fund (EUR). No minimum investment is required. No retrocessions or rebates are paid in respect of the distribution of the “CHF-hedged” class.

– „CHF-hedged R“-Class: accumulation class, denominated in Swiss Francs CHF (reference currency). At least 90% of the reference currency of this class (CHF) will be hedged against the reference currency of the fund (EUR). No minimum investment is required. Retrocessions and rebates may be paid in respect of class “CHF-hedged R”.

For investors without an asset management or investment advisory contract and for investors with such contract but without renouncement of reimbursement of distribution fees class "CHF-hedged R" is not suitable, as class "CHF-hedged" has lower costs.

Class "CHF-hedged R" is suitable for investors, who have a signed contract with a fiduciary or an investment consultant and have renounced therein legally valid the reimbursement of distribution fees, because these distribution fees compensate a lower commission on the asset management- or investment advisory contract. The difference of the management or advisory commission must be lower than the difference between class "CHF-hedged R" and "CHF-hedged".

It is recommended that investors in class "CHF-hedged R" check in all cases, whether this class is suitable for them.

– „USD-hedged R“-Class: accumulation class, denominated in US Dollar USD (reference currency). At least 90% of the reference currency of this class (USD) will be hedged against the reference currency of the fund (EUR). No minimum investment is required. Retrocessions and rebates may be paid in respect of class “USD-hedged R”.

At the moment there is no minimum subsequent investment amount required for both unit classes.

Unitholders may request on any dealing day to switch shares of any unit class to shares of another unit class based on the net asset value of the unit classes, if they meet the contractual requirements for participation in the unit class they want to switch in.

The investor participates only in the assets and in the earnings of the unit class, where he is invested. All unit classes are entitled to participate in the undivided assets of the fund. This participation may be different due to specific costs of these particular unit classes or specific income distributions of these particular unit classes. Therefore the NAV per unit may be different for each unit class.

The individual unit classes do not constitute segregated pools of assets. Although costs are in principle charged only to the unit class for which the service in question was rendered, the possibility of a unit class being held liable for the liabilities of another unit class therefore cannot be ruled out.

The reference currency of all relevant unit classes and of the fund itself is not necessarily the currency in which the direct or indirect investments of the fund are denominated.

For all unit classes the risks of assets whose reference currency is not the same as the reference currency of the respective unit class of the fund, the currency risk may be totally or partially hedged. As full hedging is not required, investment loss due to foreign-exchange market risks cannot be excluded. If differing unit classes are established, all issued units of a unit class shall have identical structural features.

The fund management company shall undertake to treat all investors in the fund fairly. The fund management company shall not place the interests of one investor or a group of investors before the interests of another investor or investor group in the management of the liquidity risk and the redemption of units. The fund management company shall primarily take the principle of the equal treatment of investors into account in that it ensures that no investor can gain an advantage through the purchase or sale of units at already known unit prices. Therefore, it shall set a daily order acceptance deadline. Subscription and redemption orders, received at the custodian bank by 9 am (CET) on a bank business day (order date), will be processed based on the net asset value applicable on the next bank business day (valuation day). Therefore, the net asset value used for settlement is not yet known at the point in time when the order was issued (forward pricing). It is calculated on the valuation day based on the closing price on the order date.

## **1.2 Investment Objective and Investment Policy of the Fund**

### **1.2.1 Investment Objective**

The investment objective of this investment fund is to attain an increase in value through investments in shares of innovative European companies (including in Switzerland) or in those, which exercise a predominant proportion of their economic activities in Europe. Companies, which have demonstrated innovation strength, qualify for the share selection. The following evaluation criteria shall be used for the share selection (not exhaustive):

- Investments in research and development
- Collaborative research

- Patent applications
- Innovation process management in the company

ALPORA Ltd., Zug, Switzerland, provides the basic research for the asset manager of the investment fund and thus an investment universe. The companies included in the investment universe have a high level of innovation efficiency. The business operations of ALPORA Ltd. encompass the provision of services and consulting in the quantitative assessment of the innovation capabilities and the innovation management of companies. The services and products of ALPORA Ltd. serve the investors and financial institutions in the identification of the innovation efficiency of companies.

Classification of the fund according to the European Disclosure Regulation 2019/2088 (SFDR - Sustainable Finance Disclosure Regulation):

The Fund is a product under Article 8 of the European Disclosure Regulation 2019/2088.

The asset manager takes ESG aspects (ESG: Environmental, Social, Governance) into account in the financial analysis and investment decision-making process. In doing so, the asset manager applies a combination of exclusion criteria (so-called negative selection) and ESG integration approach. For the implementation, the asset manager relies on data from selected third-party providers and, if necessary, on its own analyses. Direct investments in securities of companies that violate important international or national standards (namely: U.N. Global Compact Ten Principles) are excluded. In the ESG integration approach, ESG risks and opportunities are taken into account in the conventional financial analysis and investment decision-making process on the basis of systematic processes.

In the medium to longer term, the asset manager assumes that broadly diversified, sustainable investments will generate a return comparable to traditional investments. However, no guarantee can be given in this respect.

The principle of "avoidance of significant adverse impacts" is only applied to those investments that take into account the EU criteria for environmentally sustainable economic activities. The remaining investments of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

### **1.2.2 Investment Policy**

For this purpose, the fund management company, after deduction of the liquid assets, primarily invests the fund assets in:

- equity securities and related warranties (shares, profit-sharing certificates, cooperative certificates, participation certificates and the like) in European companies (including Switzerland) or or in those, which exercise a predominant proportion of their economic activities in Europe.

The portion of the equity securities and related warranties is 100% of the fund assets (after the deduction of liquid assets). Currency risks from investments in equity securities and related warranties can be hedged in relation to the reference currency of the fund (EUR).

Investment in real estate (both direct investment in individual properties and in real estate funds) is not allowed.

The purchase of other collective capital investments (target funds) is not permitted.

### **1.2.3 Investment restrictions**

Including the derivatives, the fund management company may invest up to 10% of the fund assets in securities from the same issuer. The total value of the securities of issuers in which more than 5% of the fund assets are invested may not exceed 40% of the fund assets.

Investment restrictions for the fund management company

In accordance with Art. 84 para. 2 CISO, the supervisory authority has authorized the fund management company to increase the limit regarding the restriction of participation in a single issuer from 10% pursuant to Art. 84 para. 1 CISO to 20% for funds with an investment policy focus on a "narrow market". The detailed provisions in this regard are set out in § 15 of the fund contract. Due to its investment policy, this fund has no focus on a "narrow market" and is therefore allocated to the investment segment "Others".

Detailed information on the investment restrictions can be found in the fund contract (see Part 2 § 15).

### **1.2.4 Management of Collateral**

Permitted types of collateral:

Assets received as collateral as part of investment techniques or OTC transactions must satisfy the following requirements:

- They are highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing They can be sold quickly at a price that is close to its pre-sale valuation;
- they are valued on at least a daily basis. Assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;
- they should be issued by an entity that is independent from the counterparty or by a company that does not belong to nor is dependent on the counterparty's group;

- Issuer credit quality of collateral received should be of high quality.

#### Required level of collateralization

The required level of collateralisation is fulfilled by the following obligations and requirements in the management of collateral:

- collateral should 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 collateral exposure to a given issuer does not exceed 20% of its net asset value. Deviation from this rule is permitted if the collateral is issued or guaranteed by an OECD country, a public-law entity from the OECD, or by an international public-law organization to which Switzerland or a member state of the European Union belongs or the approval conditions set out in Article 83 paragraph 2 CISO are met. If collateral is provided by more than one counterparty, an aggregate perspective must be ensured;
- The fund management company or its agents must be able to obtain power of disposal over, and authority to dispose of the collateral received at any time in the event of default by the counterparty, without involving the counterparty or obtaining its consent; assets received as collateral will be booked into a safe custody account with the custodian bank in the name of the fund management company with reference to the fund;
- The fund management company or its agents may not re-lend, re-pledge, sell or reinvest collateral pledged or transferred to them or use it as part of a repurchase transaction or to hedge obligations arising from derivative financial instruments. If a counterparty fails to perform its obligations in a timely manner, the fund management company decides on the realization of the collateral to indemnify the collective investment scheme;
- if the fund management company receives collateral for at least 30% of a fund's assets, it must ensure that the liquidity risks can be captured and monitored appropriately. Regular stress tests must be carried out that take account of both normal and exceptional liquidity conditions. The controls carried out must be documented;
- The fund management company and its agents must be in a position to attribute any uncovered claims remaining after the realization of collateral to the securities funds whose assets were the subject of the underlying transactions.

#### Determination of security margins

The fund management company and its agents provide for appropriate security margins.

The risks involved in the management of the collateral are taken into account in the risk management process. These are namely operational risks, liquidity risks and counterparty risks.

### **1.2.5 Significant Risks and Risk Profile**

Through its thematic concentration on shares in innovative European companies (including Switzerland), the investment fund has significant risks, which are associated with the investment in shares. The prices of shares of especially innovative companies, as a rule, generally have above-average valuation volatility, which is reflected in the unit value of the investment fund.

The risks, which are mentioned in connection with investments in shares, play an important role in this. Relevant here are the general risks inherent to the markets as well as specific company risks and liquidity risks.

The significant risks of the investment fund therefore consist of changes in the market value of the respective investments. There can be considerable fluctuations in inventory value depending on the general trend of the exchanges and the development of the share titles held in the fund portfolio. It cannot be ruled out that the value can drop over longer periods of time. There is no guarantee that the investor will achieve a given return and that units may be given back to the fund management company at a specific price.

Sustainability risk is the negative impact on the value of an investment caused by sustainability factors. Sustainability factors may include environmental, social and/or governance aspects, and may be exogenous and/or company-specific. Sustainability risks can lead to a material deterioration of a company's financial profile, profitability or reputation and thus have a significant impact on security prices.

Consideration of sustainability risks in the investment process may result in not participating in potentially attractive investment opportunities. Moreover, the data obtained from external ESG data providers may be incomplete, inaccurate, different or unavailable. Therefore, there is a risk that a security or issuer may be misjudged and wrongly included in or excluded from the fund's portfolio. The fund is based on a sustainable approach, for which there are no uniform standards and this may be subjective. Therefore, comparability between different sustainable products may be difficult.

The current risk profile of the investment fund is presented in the important information for the investor (key investor information document or KIID).

### **1.2.6 The Use of Derivatives**

The fund management company may use derivatives. However, even under extreme market circumstances, the use of derivatives may not lead to a deviation from the investment objectives or a change the investment character of the fund. The Commitment Approach I is applied for the assessment of risk.

Derivatives form part of the investment strategy and are not used solely to hedge possible currency risks resulting from investment positions in relation to the reference currency of the investment fund.

Only basic forms of derivatives may be used, namely futures (forward transactions), as described in more detail in the fund contract (cf. § 12), provided the underlying securities are permitted as investments in accordance with the investment policy. The derivative transactions may be concluded either on a stock exchange or another regulated market open to the public, or in OTC (over-the-counter) trading. In addition to market risks, derivatives are also subject to counterparty risk, i.e. the risk that the party to the contract may not be able to meet its obligations and may thus cause a financial loss.

Even under exceptional market conditions, the use of derivatives may not have either a so-called leverage effect on the fund assets nor correspond to a short sale.

Detailed information on the fund's investment policy and its restrictions, as well as the permitted investment techniques and instruments (in particular derivatives and their scope) are contained in the fund contract (cf. part 2, §§ 7-15).

### **1.2.7 Liquidity Management**

The fund management company has documented written principles and procedures for the investment fund, which make it possible for it to monitor and guarantee the liquidity risks of the investment fund so that the liquidity profile of the equity of the investment fund covers the underlying obligations of the investment fund.

The fund management company monitors the liquidity risks, which can result at the level of the investment fund or assets. It makes an estimate of the liquidity of the assets in the investment fund in relation to the fund assets and establishes a liquidity ratio for this. The evaluation of the liquidity includes, for example, an analysis of the trading volume, the complexity of the assets, the number of trading days, which would be necessary to dispose of the respective assets without having an influence on the market price.

The fund management company monitors the liquidity risks, which can result from an increase in demand from investors on the redemption of units from investors. Here, the fund management company forms an opinion based on the expectations for net cash flow changes while taking into account the available information about the investor structure and experience values from historic net cash flow changes. It takes into account the effects of large-scale withdrawal risks and other risks (for example, reputation risks).

The rights of return under normal and exceptional circumstances as well as the suspension of redemption are defined under section 5.2 of the Prospectus as well as in § 17 of the fund regulations.

### **1.3 Profile of the Typical Investor / Definition of target market within the meaning of MiFID II**

The collective investment scheme is suitable for investors with a long-term investment horizon, who strive primarily for growth in the capital invested. The investors can accept considerable fluctuations and a long-lasting decline in the net asset value of the fund shares. They have experience with the substantial risks of a share investment trust. The investor may not depend on a specific timeframe for the realization of the investment.

The definition of the target markets of the fund can be found in the PRIIP KID in the section „What is the type of the product?“. This PRIIP KID has been set up pursuant to the guidelines of the delegated regulation 2017/653 of the EU Commission resp. in addition to the relevant fund documents in accordance with Swiss law. The actual PRIIP KID of the fund is available on the website [www.llbswiss.ch](http://www.llbswiss.ch). For Retail Clients of the EU resp. EEA countries this PRIIP KID together with the present prospectus with integrated fund contract as well as the last annual and semi-annual reports (if published after the last annual report) is the basis for any subscriptions.

## 1.4 Tax Regulations Relevant to the Investment Fund

The fund has no legal personality in Switzerland. It is not subject to tax on income or capital. The fund management company can reclaim the Swiss federal withholding tax deducted from the investment fund's domestic income in full for the investment fund.

Income and capital gains realized outside Switzerland may be subject to the relevant withholding tax deductions imposed by the country of investment. To the extent possible, these taxes will be reclaimed for the investor in Switzerland based on the double-taxation agreement provisions or other corresponding agreements.

Income distributions made by the fund to investors domiciled in Switzerland are subject to Swiss federal withholding tax (source tax) at 35%. Any capital gains paid on a separate coupon are not subject to withholding tax irrespective of whether they are reinvested or distributed. Any capital gains paid on a separate coupon are not subject to withholding tax.

Investors domiciled in Switzerland may reclaim the deducted withholding tax via their tax returns or by submitting a separate refund application.

Investors domiciled outside Switzerland can reclaim the withholding tax under the provisions of a possibly existing double-taxation agreement between Switzerland and their country of domicile. There is no possibility of reclaiming when such an agreement is not in place.

Distributions of income to investors domiciled outside Switzerland are made free of Swiss withholding tax, provided at least 80% of the fund's income stems from foreign sources. Furthermore, these are subject to confirmation from a bank stating that the units in question are held at the bank in the custody account of an investor domiciled outside Switzerland, and that the distributions of income are credited to this investor's account (declaration of domicile / affidavit). No guarantee can be given that at least 80% of the fund's income will stem from foreign sources. It is assumed for this investment fund that the preconditions of the domicile declaration are present.

If withholding tax is charged to an investor domiciled outside Switzerland owing to the failure to present a declaration of domicile, under Swiss law they may submit a refund application directly to the Swiss Federal Tax Administration in Bern.

Further, both income as well as capital gains, whether distributed or reinvested, depending on the person, which are directly or indirectly related to the units, can be partially or entirely subject to a so-called paying agent tax.

### **Information for investors in Germany:**

The fund under Swiss law (approved by the Swiss Financial Market Supervisory Authority FINMA) qualifies as investment fund within the meaning of the German investment tax law (Investmentsteuergesetz, InvStG). For the purpose of the taxation of the investors regular reports are submitted to WM Datenservice. In addition, the relevant tax information is made available on the website of the fund management company ([www.llbswiss.ch](http://www.llbswiss.ch)). The preparation and verification of the relevant tax information for the German investor shall be provided by the German tax advisor of the fund management company.

#### Right to partial tax release for equity and mixed funds:

In principle, the fund management company intends to ensure the formal qualification as equity resp. mixed fund for investment funds, which meet the conditions for equity resp. mixed funds within the meaning of § 2 (ciph. 6 and 7) InvStG (new) due to their investment strategy, by the insertion of a wording to this effect hereafter.

The fund management company ensures that, at least 51% of the fund's assets are invested in equities, which are admitted to the official market on a stock exchange or in another organized market or included in another organized market there and which are not units of an investment fund or REITs. Investments in other collective investment schemes are taken into consideration either in the amount of the daily published rates of the value they actually hold in equities or in the minimal amount stated in the investment requirements of these funds. German investors should therefore benefit from the bonus of a partial tax release according to § 20 (1) InvStG (new). A German tax advisor has been assigned to monitor the observance of investment restrictions and to document them in an appropriate way.

The present investment fund therefore qualifies as an equity fund according to § 2 (6) InvStG (new).

The daily equity ratio (according to German tax law) in the fund will be published when needed on WM Datenservice.

#### Status certification:

The fund qualifies for German tax purposes as investment fund within the meaning of § 1 (2) InvStG (new). It will be ensured, that a respective status certification according to § 7 (3 and 4) InvStG (new) will be available. Thus on dividend income and/or income on debt securities with mortgage cover a reduced rate for the German withholding tax will be applied by the German paying agent.

This tax information is based on the current legal situation and practice. It is expressly subject to changes in legislation, the decisions of the courts and the ordinances and practices of the tax authorities in Switzerland.

**Taxation and other tax implications for investors, who hold, buy or sell fund units are defined by the tax laws and regulations in the investor's country of domicile. Neither the Fund Management Company nor the**

**Custodian Bank may be held responsible for individual tax consequences for investors resulting from the purchase and sale or holding of fund units.**

**Potential investors should inform themselves about the laws and ordinances, which apply to the subscription, purchase, ownership and sale of shares or units in the place of domicile and, if applicable, seek counsel.**

The Fund has the following tax status:

International automatic exchange of information in tax matters (automatic exchange of information)

For the purposes of the automatic exchange of information in accordance with the Common Standard on Reporting and Due Diligence for Financial Account Information (CRS) of the Organization for Economic Co-Operation And Development (OECD), the Fund qualifies as a non-reporting financial institution.

FATCA:

The investment fund has been registered with the tax authorities in the United States as a Registered Deemed-Compliant Financial Institution under a Model 2 IGA as provided for by Sections 1471 – 1474 of the U.S. Internal Revenue Code (Foreign Account Tax Compliance Act, including related ordinances, FATCA). The investment fund is neither licensed nor registered in the United States of America (USA) in conjunction with the tax considerations. The investment fund therefore can be classified as intransparent, which can be linked to tax consequences.

## **2 Information on the fund management company**

### **2.1 General Information on the fund management company**

The fund management company is LLB Swiss Investment Ltd. The fund management company, which is domiciled in Zurich, Switzerland, has been active in the fund business since its formation as a joint-stock company in 1995.

On the 31st of December 2020 the subscribed share capital of the fund management company amounted to CHF 8,000,000.00 million. The share capital is divided into registered shares and has been paid up to 100%.

The fund management company has covered the professional liability risks, which result from the management of investment assets and could result from the professional negligence of its bodies or employees, through equity capital amounting to at least 0.125 percent of the value of the portfolio of all managed investment funds, where this amount is reviewed and adjusted annually.

#### **Shareholders**

Liechtensteinische Landesbank AG, Vaduz, at 100%

#### **Board of Directors of the fund management company**

Natalie Flatz, Chairman, at the same time member of the executive board of the Liechtensteinische Landesbank AG, Vaduz

Bruno Schranz, Vice President, at the same time head of the department „Fund Services“ of Liechtensteinische Landesbank AG, Vaduz

Markus Fuchs

#### **Management**

Dominik Rutishauser

Ferdinand Buholzer

As at Dec 31, 2020, the Fund Management Company managed a total of 55 collective investment schemes in Switzerland, with assets under management totaling CHF 5.9 billion.

#### **Address of the fund management company:**

LLB Swiss Investment Ltd.  
Claridenstrasse 20  
CH-8002 Zurich  
www.llbsswiss.ch

### **2.2 Delegation of investment decisions**

The investment decisions have been delegated to AMG Fondsverwaltung AG, Zug (hereinafter referred to as the investment manager).

The investment manager is licensed as an asset manager of collective capital investment schemes and is supervised as such by the Swiss Financial Market Supervisory Authority FINMA. The exact details of the contract are laid down in an asset management agreement between the fund management company and the investment manager. ALPORA Ltd., Zug, Switzerland, provides the basic research to the investment manager of the investment fund and thus an investment universe at the same time. The ALPORA Ltd. is not tied into the decision-making process of the investment manager. Therefore, it does not have any decision-making capabilities.

Neither the investment manager nor the ALPORA Ltd. is a company affiliated with the fund management company so that to this extent no conflict of interest is present. However, conflicts of interest can arise when the investment manager or the ALPORA Ltd. is also working in the same function for other investment funds or other third parties as an investment manager or investment advisor, and in this function implements a comparable investment strategy. According to the investment management contract between the fund management company and the investment manager, the investment manager is required handle such conflicts of interest in an appropriate way. This also applies to the ALPORA Ltd. under the terms of the collaborative work agreement between ALPORA Ltd. and AMG Fondsverwaltung AG.

#### **Address of the investment manager:**

AMG Fondsverwaltung AG  
Bahnhofstrasse 29  
CH-6300 Zug

### **2.3 Exercise of membership and creditors' rights**

The fund management company exercises the membership and creditor rights associated with the investments of the funds it manages independently and exclusively in the interests of the investors. The fund management company will, upon request, provide the investors with information about the exercising of membership and creditor rights.

In the case of scheduled routine transactions, the fund management company is free to exercise membership and creditor rights itself or to delegate the exercising of these to the custodian bank or a third party.

In the case of all other events that might have a lasting impact on the interests of the investors, such as, in particular, the exercising of membership and creditor rights the fund management company holds as a shareholder or creditor of the custodian bank or another related legal entity, the fund management company will exercise the voting rights itself or issue explicit instructions. In such cases, it may base its actions on information it receives from the custodian bank, the portfolio manager, and the company or of voting advisors or from other third parties or learns from the media.

The fund management company is free to waive the exercising of membership and creditor rights.

### **3 Information on the custodian bank**

The Custodian Bank is Bank J. Safra Sarasin Ltd., Basel. Banque J. Safra Sarasin Ltd. is a leading private bank, offering all the advantages of the Swiss banking environment together with dynamic and personalized advisory services focusing on opportunities in international financial markets. The Bank provides a high level of services and expertise when acting as investor advisor and asset manager for private and institutional clients as well as in the fund business. The Bank also provide financial services for investment foundations as well as technical expertise in financial analysis.

The custodian bank may transfer the safekeeping of the fund assets to third-party custodians and collective securities depositories in Switzerland or abroad, provided this is in the interests of proper safekeeping. In respect of financial instruments, such transfer may be made only to regulated third-party custodians and collective securities depositories. This does not apply to mandatory safekeeping at a location where the transfer of safekeeping to regulated third-party custodians and collective securities depositories is not possible, in particular owing to mandatory legal provisions or to the particular arrangements for the investment product in question. The use of third-party custodians and collective securities depositories means that deposited securities are no longer owned solely by the Fund Management Company, which instead becomes only a co-owner. Furthermore, if the third-party custodians and collective securities depositories are not subject to supervision, they are unlikely to meet the organizational requirements imposed on Swiss banks.

The custodian bank is liable for damage or loss caused by its agents unless it is able prove that it exercised the due diligence required in the circumstances in respect of selection, instruction, and monitoring. The custodian bank is registered with the US tax authorities as Participating Foreign Financial Institution pursuant to sections 1471 through 1474 of the U.S. Internal Revenue Code (Foreign Account Tax Compliance Act, including the corresponding rulings, "FATCA").

#### **Address of the custodian bank:**

Bank J. Safra Sarasin Ltd.  
Depotbankkontrolle  
Elisabethenstrasse 62  
CH-4051 Basel

## **4 Information about third parties and the sale of units in Germany**

### **4.1 Paying Agent**

The paying agent is the custodian bank. (see ciph. 3)

The required information for unit holders (prospectus, fund contract, key investor information document (KIID), annual and semi-annual report, issuing and redemption prices) is available at no charge along with other information and documents at the paying agent in Switzerland.

### **4.2 Distributor**

The following institution has been appointed as the distributor for the fund:

AMG Fondsverwaltung AG, Zug (cf. section 2.2)

The fund management company may appoint further distributors at any time.

### **4.3 Auditors**

PricewaterhouseCoopers AG

Birchstrasse 160

CH-8050 Zurich

### **4.4 Additional information about the sale of units in Germany**

The following information is directed at potential buyers in the Federal Republic of Germany, in that it more precisely lays out and expands the prospectus with regard to sales in the Federal Republic of Germany:

#### **Information Office**

The information office in the Federal Republic of Germany is the

ODDO BHF Aktiengesellschaft

Bockenheimer Landstraße 10

D – 60323 Frankfurt am Main

#### **Redemption and Exchange Orders, Payments**

Investors in Germany can submit their redemption and exchange orders at their institution maintaining the custody account in Germany. This institution will forward the orders to be handled at the custodian bank of the fund or request the redemption in its own name to be credited to the account of the investor.

Fund distributions, redemption revenues and other payments to the investor in Germany also go through the institution maintaining the custody account in Germany. It will credit the payments to the account of the investor.

#### **Information**

Copies of the sales prospectus, key investor information document (KIID), fund contract, annual and semi-annual report, issuing and redemption prices (as well as possible exchange prices) are available at not charge from the information office.

#### **Price Publications and Other Notifications**

The issuing and redemption prices as well as all other legally required notifications to the investor are published in the Internet at [www.swissfunddata.ch](http://www.swissfunddata.ch).

In the following cases, the information for the investors in Germany is required using a durable medium under § 167 KAGB in German or in a language customarily used in the sphere of international finance (§ 298 paragraph 2 KAGB):

- Suspension of the redemption of investment fund units.
- Termination of the administration of the investment fund or its handling.
- Changes or amendments of the contract terms and conditions, which cannot be reconciled with the previous investment principles, affect important investor rights or concern fees and reimbursements, which can be taken from the special investment assets, including background information about the changes or amendments as well as the investor rights in a clear and understandable way; when doing so, notification must also be provided on how and where this information can be obtained.
- The merger of investment funds in the form of merger information, which must be prepared in accordance with article 43 of the guideline 2009/65/EG.
- The conversion of an investment fund into a feeder fund or changes of a master fund in the form of information, which must be prepared in accordance with article 64 of the guideline 2009/65/EG.

- amendments to the Fund Contract any change of fund management company and/or custodian bank; and the liquidation of the Investment Fund will be published by the fund management company in the publication media as stated in ciph 5.4 of this prospectus and in the Federal Republic of Germany in the electronic Federal Gazette. This also applies for further important information, related to the issue and redemption of units (such as the suspension of redemption of units).

## 5 Further Information

### 5.1 Key data

Swiss securities number	„EUR A“-class: 24887788 “EUR B“-class: 43649123 "EUR D"-class: 49498186 "EUR E"-class: 54282695 „CHF-hedged“-class: 30227106 „CHF-hedged R“-class: 113598487 „USD-hedged R“-class: 113598488
ISIN	„EUR A“-class: CH0248877885 “EUR B“-class: CH0436491234 "EUR D"-class: CH0494981860 "EUR E"-class: CH0542826950 „CHF-hedged“-class: CH0302271066 „CHF-hedged R“-class: CH1135984875 „USD-hedged“-class: CH1135984883
FATCA-GIIN	UHUEKJ.99999.SL.756
Listing	The units are admitted to trading on the secondary market of SIX Swiss Exchange (Segment Sponsored Funds / Sponsor and Market Maker is Bank Julius Bär & Co. AG).
Financial year	1 January to 31 December.
Term	unlimited
Accounting currency of the fund	Euro (EUR)
Accounting currency of the share classes	“EUR A“-class: Euro (EUR) “EUR B“-class: Euro (EUR) "EUR D"-class: Euro (EUR) "EUR E"-class: Euro (EUR) „CHF-hedged“-class: Swiss Franc (CHF) „CHF-hedged R“-class: Swiss Franc (CHF) „USD-hedged R“-class: US Dollar (USD)
Units	The units are issued to the owner. Unit certificates are not issued but rather only issued as book entries.
Appropriation of earnings (all share classes)	Income is retained by the fund management company for reinvestment.  Realized capital gains can be distributed by the fund management company or retained for reinvestment.

### 5.2 Terms for the issue and redemption of fund units

Fund units will be issued or redeemed on every bank working day (Monday to Friday). No issues or redemptions will take place on Swiss public holidays (Easter, Whitsun, Christmas, New Year, 1 August, etc.), or on days when the stock exchanges and markets in the fund's main investment countries are closed resp. 50% or more of the investments of the fund may not be valued adequately or when extraordinary conditions within the meaning of §17 section 4 of the fund contract are present. The fund management company and the custodian bank are entitled, to refuse applications for subscriptions at their own discretion.

Subscription and redemption orders received by the custodian bank by 9 am CET at the latest on a given bank working day (order day) will be settled on the next bank working day (valuation day) on the basis of the net asset value calculated on this day. The net asset value taken as the basis for the settlement of the order is therefore not known when the order is placed (forward pricing). It is calculated on the valuation day based on the closing prices on the order day. Subscription orders which arrive at the custodian bank after 9:00 am CET (cut-off-time) will be handled on the following bank working day.

The net asset value of a unit of a given class is determined by the market value of the relevant share class on the market value of fund assets, minus all the fund liabilities which are attributable to the unit class in question, divided

by the number of units in the respective unit class in circulation. It will be rounded up to the smallest unit of the reference currency of a given unit class.

The issue price of units of a given class corresponds to the net asset value of that class calculated on the valuation day. No issuing commission or other commissions are charged.

The redemption price of the units of a given class corresponds to the net asset value of this class calculated on the valuation day. No redemption commission or other commissions are charged.

Incidental costs for the purchase and sale of investments (brokerage fees in line with the market, commissions, taxes and duties.) incurred by the investment fund in connection with the investment of the amount paid or the sale of the terminated corresponding part of the investment will be charged to the fund assets.

The issuing and redemption prices are rounded up to the smallest unit of the reference currency of a given unit class. Payment will be made two bank working days after the order day (value date two days).

Unit certificates are not issued but rather only issued as book entries.

Overview		T	T+1	T+2
1.	Subscription and redemption orders received by the custodian bank by 09:00 am CET (order day)	X		
2.	Closing prices for the calculation of the Net Asset Value	X		
3.	Calculation of the Net Asset Value (Valuation Day)		X	
4.	Procession date of transaction		X	
5.	Publication of net asset value		X	
6.	Value date of transaction			X

T = Trade date and deadline for closing prices/ T+1 = Valuation date

### 5.3 Fees and Incidental Costs

#### 5.3.1 Fees and incidental costs charged to the investor (excerpt from § 18 of the fund contract)

No issuing or redemption commission is charged to the investor on the subscriptions and redemptions of units of classes "EUR A", "EUR B", "EUR D", "CHF-hedged" und „CHF-hedged R“.

When units of Class "EUR E" and "USD-hedged R" are issued, the investor may be charged issuing commissions of max. 5% in favour of the Custodian Bank and/or distributors. No redemption commissions are charged to the investor on the redemption of Class "EUR E" and "USD-hedged R" Shares.

No charges are applied for the switch from one share class to the other by the fund management company and its delegated parties.

#### 5.3.2 Fees and incidental costs charged to the fund assets (excerpt from § 19 of the fund contract)

Management fee charged by the fund management company to the "EUR A"-class max. 1.50% p.a.

Management fee charged by the fund management company to the "EUR B"-class max. 1.75% p.a.

Management fee charged by the fund management company to the "EUR D"-class max. 1.50% p.a.

Management fee charged by the fund management company to the "EUR E"-class max. 2.00% p.a.

Management fee charged by the fund management company to the "CHF-hedged"-class max. 1.50% p.a.

Management fee charged by the fund management company to the "CHF-hedged R"-class max. 1.75% p.a.

Management fee charged by the fund management company to the "USD-hedged R"-class max. 1.75% p.a.

The commission is used for the administration, asset management and possibly distribution of the fund.

In addition the Fund Management Company and its agents may pay retrocessions and or rebates according to Ciph. 5.3.3 of this prospectus.

Custodian bank commission max. 0.10% p.a.

The commission is used for the duties of the custodian bank such as the safekeeping of the fund assets, the payments on behalf of the investment fund and the other duties listed under §4 of the fund contract.

No commission is charged for the payment of the annual income to the investors.

In addition, the fees and incidental costs listed under § 19 of the fund contract may also be charged to the investment fund.

The actual charged rates are found in the annual and semi-annual report.

### **5.3.3 Retrocession payments and rebates**

The Fund Management Company and its agents may pay retrocessions as remuneration for distribution activity in respect of fund units in or from Switzerland only for the following share classes:

- "EUR B"-Class
- "EUR D"-Class
- "EUR E"-Class
- "CHF-hedged R"-Class
- "USD-hedged R"-Class

For the other share classes the Fund Management Company and its agents do not pay retrocessions as remuneration for distribution activity in respect of fund units in or from Switzerland

This remuneration may be deemed payment for the following services in particular:

- organization of road shows
- participation on fairs
- production of publicity material
- instruction of distribution agents.

Retrocessions are not deemed to be rebates even if they are ultimately passed on, in full or in part, to the Investors. The recipients of the retrocessions must ensure transparent disclosure and inform Investors, unsolicited and free of charge, about the amount of remuneration they may receive for distribution.

On request, the recipients of retrocessions must disclose the amounts they actually receive for distributing the collective investment schemes of the Investors concerned.

In respect of distribution in or from Switzerland, the Fund Management Company and its agents may on request pay rebates directly to Investors for the following share classes:

- "EUR B"-Class
- "EUR D"-Class
- "EUR E"-Class
- "CHF-hedged R"-Class
- "USD-hedged R"-Class

The purpose of rebates is to reduce the fees or costs incurred by the Investor in question. Rebates are permitted provided that

- they are paid from fees charged by the Fund Management Company and therefore do not represent an additional charge to the fund assets;
- they are granted on the basis of objective criteria;
- all Investors who meet these objective criteria and request rebates are also granted these within the same timeframe and to the same extent

The objective criteria for the granting of rebates by the Fund Management Company are as follows:

- the volume subscribed by the Investor or the total volume they hold in the collective investment scheme or, where applicable, in the product range of the promoter;
- the amount of the fees generated by the Investor;
- expected investment period.

On request of an investor, the fund management company and its agents will disclose the amounts of the rebates free of charge.

The Fund Management Company and its agents do not pay any rebates for the other unit classes.

### 5.3.4 Total Expense Ratio

The coefficient for the total costs charged to the fund assets on an ongoing basis (total expense ratio or TER) without a performance fee was:

year	„EUR A“- class	„EUR B“- class	„EUR D“- class	„EUR E“- class	„CHF-hedged“- class	„CHF-hedged R“-class	„USD-hedged R“-class
2018	1.26%	n/a	n/a	n/a	1.26%	n/a	n/a
2019	1.25%	1.78%	1.59%	n/a	1.25%	n/a	n/a
2020	1.20%	1.71%	1.21%	1.99%	1.21%	n/a	n/a

### 5.3.5 Commission sharing agreements and soft commissions

The fund management company has not concluded commission sharing agreements.

The fund management company has not concluded agreements in respect of soft commission agreements.

## 5.4 Publication of official notices of the investment fund

Further information on the investment fund may be found in the most recent annual or semi-annual report. The latest information can also be found on the Internet at [www.llbsswiss.ch](http://www.llbsswiss.ch).

The prospectus with integrated fund contract, the Key Investor Information Document and the annual or semi-annual reports, may be obtained free of charge from the fund management company, the custodian bank and all distributors.

If there is an amendment to the fund contract, in the fund management company or the custodian bank, as well as the dissolution of the fund, a notice is published by the fund management company on homepage of Swiss Fund Data ([www.swissfunddata.ch](http://www.swissfunddata.ch)).

Price publications for all unit classes are published daily (except on days, when the fund is closed for subscriptions and redemptions) on the homepage of Swiss Fund Data ([www.swissfunddata.ch](http://www.swissfunddata.ch)). In addition the prices may be published in newspapers, magazines electronic media or price information systems as defined by the management company.

Additional information about the investment limits of the risk management of the investment fund, the risk management methods and the latest risk developments and yields of the most important categories of assets is available at no charge when requested in writing from the fund management company as well as the German information office.

The fund management company also regularly publishes the following information:

- Immediate information about changes in the liability of the custodian on the Internet at [www.llbsswiss.ch](http://www.llbsswiss.ch);
- The percentage share of assets in the investment fund, which are difficult to liquidate and therefore are subject to special regulations, in the annual report;
- And new rules about liquidity management of the AIF, in the annual report;
- The current risk profile of the investment fund and the risk management system used for this, in the annual report and in the important information for investors (key investor information document or KIID).

## 5.5 Sales restrictions

With respect to the issuing and redemption of units of this investment fund outside Switzerland, the prevailing regulations in the respective country apply.

- a) A distribution license is present for the following countries:
  - Switzerland
  - Germany
- b) Units of this investment fund may not be offered, sold or delivered to the USA or US persons (as defined under Regulation S of the US Securities Act of 1933 and/or Rule 4.7 of the US Commodity Futures Trading Commission, in the respective valid versions).

## 5.6 Legal system, jurisdiction, assertion of rights

Legal disputes arising in conjunction with the investment in the investment fund are subject to Swiss law. To assert their rights, investors may appeal to a court of law in Switzerland or, if such is available, seek a dispute settlement procedure alternatively. The courts holding jurisdiction at the head offices of the fund management company are responsible for settling legal disputes related to the fund. The enforcement of judgments is oriented to the Swiss federal law on debt collection and insolvency. Judgments from Swiss courts can be enforced against the fund management company without prior recognition.

## **5.7 Detailed regulations**

All further information on the investment fund, such as the method used for the valuation of the fund assets, a list of all fees and incidental costs charged to the investor and the fund, and the appropriation of net income, can be found in the fund contract in detail.

## Part 2: Fund contract

### I Basic principles

#### § 1 Name of the fund; name and registered office of the fund management company, custodian bank and the investment manager

1. A contractual fund of the "securities funds" type has been established under the name of Alpora Innovation Europa (hereinafter referred to as the "investment fund") in accordance with Art. 25 ff. in conjunction with Art. 53 ff. of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 (CISA).
2. The fund management company is LLB Swiss Investment Ltd., Zurich.
3. The custodian bank is Bank J. Safra Sarasin Ltd., Basel.
4. The asset manager is AMG Fondsverwaltung Ltd., Zug.

### II Rights and obligations of the parties to the contract

#### § 2 The fund contract

The legal relationship between the Investor, on the one hand, and the Fund Management Company and the Custodian Bank, on the other, is governed by the present Fund Contract and the applicable provisions of the legislation on collective investment schemes.

#### § 3 The fund management company

1. The fund management company manages the fund at its own discretion and in its own name, but for the account of the investors. It decides in particular on the issue of units, the investments and their valuation. It calculates the net asset value and determines the issue and redemption prices of units as well as distributions of income. It exercises all rights associated with the investment fund.
2. The fund management company and its agents are subject to the duties of loyalty, due diligence and disclosure. They act independently and exclusively in the interests of the investors. They implement the organizational measures that are necessary for proper management. They ensure the provision of transparent financial statements and provide appropriate information on this investment fund. They set all fees and costs charged directly or indirectly to the investors and reveal the application of the same; they inform investors completely, truthfully and understandably about compensation for the distribution of collective capital investments in the form of commissions, brokerage fees and other monetary advantages.
3. The fund management company may delegate investment decisions as well as specific tasks, provided this is in the interests of proper management. It shall appoint only persons, who are qualified to execute the task properly, and shall ensure the provision of instructions as well as monitoring and controlling in respect of the tasks.

Investment decisions may only be delegated to investment managers, who are subject to recognized supervision.

If foreign law requires an agreement about collaboration and information exchange with foreign supervisory authorities, the fund management company may only delegate investment decisions to investment managers abroad if such an agreement exists between FINMA and the relevant foreign supervisory authorities responsible for the investment decisions concerned.

Investment decisions may not be delegated to the Custodian Bank or to other companies whose interests may conflict with those of the Fund Management Company or the Investors.

The fund management company is liable for the actions of its agents as if they were its own actions.

4. The fund management company may with the consent of the custodian bank submit a change to the present fund contract to the supervisory authority for approval (see § 26).
5. The fund management company may merge the investment fund with other investment funds in accordance with the terms and conditions of § 24 or dissolve it pursuant to the provisions set down in § 25.
6. The fund management company is entitled to receive the fees stipulated in §§ 18 and 19. Further, it may be released from the liabilities assumed in the proper execution of its tasks, and to be reimbursed for expenses incurred in connection with such liabilities.

#### § 4 The custodian bank

1. The custodian bank is responsible for the safekeeping of the fund assets. It handles the issue and redemption of fund units as well as payments on behalf of the investment fund.
2. The custodian bank and its agents are subject to the duties of loyalty, due diligence and information disclosure. They act independently and exclusively in the interests of the investors. They implement the organizational measures that are necessary for proper management. They ensure the provision of transparent financial statements and provide appropriate information on this investment fund. They notify Investors of compensation for the distribution of collective investment schemes in the form of commissions, brokerage fees and other soft commissions in a full, truthful, and comprehensible manner.

3. The Custodian Bank is responsible for account and safekeeping account management on behalf of the Investment Fund, but does not have independent access to its assets.
4. The Custodian Bank ensures that, in the case of transactions relating to the assets of the Investment Fund, the countervalue is transferred within the usual time limit. It notifies the Fund Management Company if the countervalue is not remitted within the usual time limit and, where possible, requests reimbursement for the asset item concerned from the counterparty.
5. The Custodian Bank keeps the required records and accounts in such manner that it is, at all times, able to distinguish between the assets held in safekeeping for the individual investment funds.  
In relation to assets that cannot be taken into safekeeping, the Custodian Bank verifies ownership by the Fund Management Company, and keeps a record thereof.
6. The Custodian Bank may transfer the safekeeping of the fund assets to third-party custodians and collective securities depositories in Switzerland or abroad, provided this is in the interests of proper safekeeping. The Custodian Bank verifies and monitors that the third-party custodian or collective securities depository it appoints:
  - a) possesses an appropriate organizational structure, financial guarantees and the specialist qualifications required given the nature and complexity of the assets entrusted to it;
  - b) is subject to regular external audits, thereby ensuring that it possesses the financial instruments;
  - c) the assets received from the Custodian Bank are held in safekeeping in such a manner that by means of regular portfolio comparisons they can, at all times, be clearly identified as belonging to the fund assets;
  - d) complies with the provisions applicable to the Custodian Bank with respect to the performance of the tasks delegated to it and the avoidance of conflicts of interest.

The Custodian Bank is liable for damage or loss caused by its agents unless it is able to prove that it exercised the due diligence required in the circumstances in respect of selection, instruction, and monitoring. The Prospectus contains information on the risks associated with the transfer of safekeeping to third-party custodians and collective securities depositories.

In respect of financial instruments, the transfer of safekeeping in the sense of the previous paragraph may be made only to regulated third-party custodians and collective securities depositories. This does not apply to mandatory safekeeping at a location where the transfer of safekeeping to regulated third-party custodians and collective securities depositories is not possible, in particular owing to mandatory legal provisions or to the particular arrangements for the investment product in question. Investors must be informed in the Prospectus of safekeeping with non-regulated third-party custodians or collective securities depositories.

7. The Custodian Bank ensures that the Fund Management Company complies with the law and the Fund Contract. It verifies that the calculation of the net asset value and of the issue and redemption prices of the units, as well as the investment decisions, are in compliance with the law and the Fund Contract, and that income is appropriated in accordance with the Fund Contract. The Custodian Bank is not responsible for the choice of investments which the Fund Management Company makes in accordance with the investment regulations.
8. The Custodian Bank is entitled to receive the fees stipulated in §§18 and 19. It is further entitled to be exempt from any liabilities which may have arisen in the course of the proper execution of its duties, and to be reimbursed for expenses incurred in connection with such liabilities.

## **§ 5 The investors**

1. There are no restrictions in terms of investor eligibility.  
Restrictions are possible for individual classes in accordance with § 6.4.
2. On concluding the contract and making a payment in cash, the investor acquires a claim against the fund management company in respect of a participation in the investment fund's assets and income. The investor's claim is evidenced in the form of fund units.
3. The investors are only obliged to remit payment for the units of the fund they subscribe. They shall not be held personally liable for the liabilities of the fund.
4. Investors may obtain information concerning the basis of the calculation of the net asset value per unit from the Fund Management Company at any time. If Investors assert an interest in more detailed information on specific business transactions effected by the Fund Management Company, such as the exercise of membership and creditors' rights, or on risk management they must be given such information by the Fund Management Company at any time. The Investors may request before the courts of the registered office of the Fund Management Company that the audit firm or another expert investigate the matter which requires clarification and furnish the Investors with a report.
5. The investors may terminate the fund contract on a daily basis and demand that their share in the investment fund is paid out in cash.
6. Upon request, the Investors are obliged to provide the Fund Management Company, the Custodian Bank and their agents with proof that they comply with or continue to comply with the conditions laid down in the law or the Fund Contract in respect of participation in the Investment Fund. Furthermore, they are obliged to inform

the Fund Management Company, the Custodian Bank and their agents immediately they cease to meet these conditions.

7. The Fund Management Company, in cooperation with the Custodian Bank, must make an enforced redemption of the units of an Investor at the current redemption price if:
  - a) this is necessary to safeguard the reputation of the financial center, namely to fight money laundering
  - b) the Investor no longer meets the statutory or contractual conditions for participation in this Investment Fund.
8. The Fund Management Company, in cooperation with the Custodian Bank, may also make an enforced redemption of the units of an Investor at the current redemption price if:
  - a) the participation of the Investor in the Investment Fund is such that it might have a significant detrimental impact on the economic interests of the other Investors, in particular if the participation might result in tax disadvantages for the Investment Fund in Switzerland or abroad;
  - b) the Investor has acquired or holds their units in violation of provisions of a law to which they are subject either in Switzerland or abroad, of the present Fund Contract or the Prospectus;
  - c) there is a detrimental impact on the economic interests of the Investors, in particular in cases in which individual Investors seek by way of systematic subscriptions and immediate redemptions to achieve a financial benefit by exploiting the time differences between the setting of the closing prices and the valuation of the fund assets (market timing).

## **§ 6 Units and unit classes**

1. The Fund Management Company may establish different unit classes and may also merge or dissolve unit classes at any time subject to the consent of the Custodian Bank and the approval of the supervisory authority. All unit classes embody an entitlement to a share in the undivided assets of the Fund, which are not segmented. This share may differ owing to class-specific costs or distributions or class-specific income and the various classes may therefore have different net asset values per unit. The assets of the Investment Fund as a whole are liable for class-specific costs.
2. Notification of the creation, dissolution or merger of unit classes shall be published in the medium of publication. Only mergers shall be deemed a change to the fund contract pursuant to § 26.
3. The various unit classes may differ from one another in terms of their cost structure, reference currency, currency hedging, policy with regard to distribution or reinvestment of income, the minimum investment required and investor eligibility.

Fees and costs are only charged to the unit class for which the respective service is performed. Fees and costs that cannot be unequivocally allocated to a unit class shall be charged to the individual unit classes in relation to their share of the fund assets.
4. There are currently the following unit classes which are equally suitable for all investors:

The unit classes differ in terms of the fee structure, the reference currency, the currency hedging and the payment of retrocessions and/or rebates:

  - „EUR A“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. No retrocessions or rebates are paid in respect of the distribution of the EUR class.
  - „EUR B“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. Retrocessions and rebates may be paid in respect of class “EUR B”.
  - „EUR D“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. Retrocessions and rebates may be paid in respect of class “EUR D”.
  - „EUR E“-Class: accumulation class, denominated in Euro EUR (reference currency), which is at the same time the reference currency of the fund. No minimum investment is required. Retrocessions and rebates may be paid in respect of class “EUR E”.
  - „CHF-hedged“-class: denominated in Swiss Francs CHF (reference currency) At least 90% of the reference currency of this class (CHF) will be hedged against the reference currency of the fund (EUR). No minimum investment is required. No retrocessions or rebates are paid in respect of the distribution of the CHF class.
  - „CHF-hedged R“-class: accumulation class, denominated in Swiss Francs CHF (reference currency). At least 90% of the reference currency of this class (CHF) will be hedged against the reference currency of the fund (EUR). No minimum investment is required. Retrocessions and rebates may be paid in respect of class “CHF-hedged R”.
  - „USD-hedged R“-class: accumulation class, denominated in US Dollar USD (reference currency). At least 90% of the reference currency of this class (USD) will be hedged against the reference currency of the

fund (EUR). No minimum investment is required. Retrocessions and rebates may be paid in respect of class "USD-hedged R".

5. As a rule, units do not take the form of actual certificates but exist purely as book entries. Investors are not entitled to demand the delivery of a registered or bearer unit certificate.

### **III Investment policy guidelines**

#### **A Investment principles**

##### **§ 7 Compliance with investment rules**

1. When selecting individual investments, the fund management company must adhere to the principle of balanced risk diversification and must observe the percentage limits defined below. These percentages relate to the fund assets at market value and must be complied with at all times.
2. If the limits are exceeded as a result of market-related changes, the investments must be restored to the permitted level within a reasonable period, taking due account of the Investors' interests. If the limits relating to derivatives pursuant to § 12 below are exceeded as a result of a change in the delta, this is to be rectified within three bank working days at the latest, taking due account of the Investors' interests.

##### **§ 8 Investment policy**

1. The fund management company may invest the assets of this Investment Fund in the following investments. The risks involved in these investments must be disclosed in the Prospectus.
  - a) Securities, i.e. transferable securities issued on a large scale and non-securitized rights with the same function (uncertified securities) that are traded on an exchange or other regulated market open to the public, and that embody a participation right or claim, or the right to acquire such securities and uncertified securities by way of subscription or exchange, for example warrants;  
  
Investments in securities from new issues are permitted only if their terms of issue provide for their admission to an exchange or other regulated market open to the public. If they have not been admitted to an exchange or other regulated market open to the public within one year after their acquisition, these securities must be sold within one month or included under the restriction rule set down in section 1 lit c.
  - b) Derivatives, if (i) currencies are the underlying assets and (ii) the underlying assets are permissible as investments in accordance with the fund contract. Derivatives must either be traded on a stock exchange or another regulated market open to the public, or are traded OTC.  
  
OTC transactions are permitted only if (i) the counterparty is a regulated financial intermediary specializing in such transactions; and (ii) the OTC derivatives can be traded daily or a return to the issuer is possible at any time. In addition, it must be possible for them to be valued in a reliable and transparent manner. Derivatives may be used pursuant to § 12.
  - c) Investments other than those specified in a) and b) above up to a total of 10% of the fund assets. The following are not permitted: (i) investments in precious metals, precious metals certificates, commodities and commodity certificates as well as (ii) real short-selling of any type of investment.
2. The investment objective of this investment fund is to attain an increase in value through investments in shares of innovative European companies (including in Switzerland) or in those, which exercise a predominant proportion of their economic activities in Europe. Companies, which have demonstrated innovation strength, qualify for the share selection. The following evaluation criteria shall be used for the share selection (not exhaustive):
  - Investments in research and development
  - Collaborative research
  - Patent applications
  - Innovation process management in the company

For this purpose, the fund management company, after deduction of the liquid assets, primarily invests the fund assets in:

- equity securities and related warranties (shares, profit-sharing certificates, cooperative certificates, participation certificates and the like) in European companies (including Switzerland) or in those, which exercise a predominant proportion of their economic activities in Europe..

The portion of the equity securities and related warranties is 100% of the fund assets (after the deduction of liquid assets). Currency risks from investments in equity securities and related warranties can be hedged in relation to the reference currency of the fund (EUR).

Investment in real estate (both direct investment in individual properties and in real estate funds) is not allowed.

The purchase of other collective capital investments (target funds) is not permitted.

## § 9 Liquid assets

The fund management company may also hold liquid assets in an appropriate amount in the investment fund's accounting currency and in any other currency in which investments are permitted. Liquid assets comprise bank deposits at sight and time deposits with maturities up to twelve months.

## B Investment techniques and instruments

### § 10 Securities Lending

The fund management company does not engage in securities lending activities.

### § 11 Pension Funds

The fund management company does not engage in securities repurchase agreements.

### § 12 Derivatives

1. The fund management company may use derivatives. It ensures that, even in exceptional market conditions, the financial effect of using derivatives does not result in a deviation from the investment objectives set out in the present Fund Contract and in the Prospectus, and that it does not change the investment character of the Investment Fund. Furthermore, the underlyings of the derivatives must be permissible investments according to the present Fund Contract.
2. Commitment Approach I is applied to the assessment of risk. Taking into account the necessary coverage set out in this paragraph, the use of derivatives does not result in a leverage effect on the fund assets, neither does it correspond to short selling.

The fund management company must, at all times, be able to meet the payment and delivery obligations entered into in respect of the derivatives from the fund assets in accordance with the legislation on collective investment schemes.
3. Only basic types of derivative may be used. These comprise:
  - a) Forward transactions (futures), whose value is linearly dependent on the underlying asset.
4. The financial effect of the derivatives is similar to either a sale (exposure-reducing derivative) or a purchase (exposure-increasing derivative) of an underlying security.
5.
  - a) In the case of exposure-reducing derivatives, subject to letter b) and d) below, the arising obligations must be covered at all times by the underlyings of the derivative.
  - b) Cover with investments other than the underlyings is permitted in the case of exposure-reducing derivatives that relate to an index which is
    - calculated by an independent external office;
    - representative of the investments serving as cover;
    - in adequate correlation to these investments.
  - c) The fund management company must have unrestricted power to dispose of these underlyings or investments at all times.
  - d) An exposure-reducing derivative may be weighted by the delta in the calculation of the corresponding underlyings.
6. The Fund Management Company may use both standardized and non-standardized derivatives. It may conclude transactions in derivative financial instruments on an exchange or other regulated market open to the public, or in OTC (over-the-counter) trading.
7.
  - a) The Fund Management Company may conclude OTC transactions only with regulated financial intermediaries specialized in such types of transactions that ensure proper execution of the contract. If the counterparty is not the Custodian Bank, the former or its guarantor must have a high credit rating.
  - b) It must be possible to reliably and verifiably value an OTC derivative on a daily basis and to sell, liquidate or close out the derivative at market value at any time.
  - c) If no market price is available for an OTC-traded derivative, it must be possible to determine the price at any time using an appropriate valuation model that are recognized in practice, based on the underlyings from which the derivative was derived. Before concluding a contract for such a derivative, specific offers must, in principle, be obtained from at least two counterparties and the contract concluded with the counterparty providing the most favorable offer in terms of price. Deviations from this principle are permitted for reasons relating to risk diversification, or where other parts of the contract such as credit rating or the range of services offered by the counterparty render another offer more advantageous overall for the investors. Furthermore, and by way of exception, the requirement to obtain offers from at least two potential counterparties may be dispensed with if this is in the investors' best interests. The reasons for doing so must be clearly documented as must the conclusion of the contract and pricing.

8. In complying with the statutory and contractual investment restrictions (maximum and minimum limits), derivatives shall be accounted for in accordance with the legislation on collective investment schemes.
9. The prospectus shall contain further information on:
  - the importance of derivatives as part of the investment strategy;
  - the effect of the use of derivatives on the risk profile of the investment fund;
  - the counterparty risks of derivatives;
  - the collateral strategy.

### **§ 13 Raising and granting loans**

1. The fund management company may not grant loans for the fund's account.
2. The fund management company may borrow the equivalent of up to 10% of the net fund assets on a temporary basis. The maximum repayment term is 12 months.

### **§ 14 Encumbrance of the fund's assets**

1. No more than 25% of the Fund's net assets may be pledged or ownership thereof transferred as collateral by the fund management company at the expense of the Investment Fund.
2. The fund's assets may not be encumbered with guarantees.

## **C Investment restrictions**

### **§ 15 Risk diversification**

#### Investment restrictions concerning the investment fund

1. The rules on risk diversification include the following:
  - a) investments pursuant to § 8, with the exception of index-based derivatives, provided the index is sufficiently diversified, is representative of the market to which it relates, and is published in an appropriate manner;
  - b) liquid assets pursuant to § 9;
  - c) claims against counterparties arising from OTC transactions.
2. Companies, which form a group in accordance with international accounting standards, are deemed to be a single issuer.
3. Including the derivatives, the fund management company may invest up to 10% of the fund assets in securities from the same issuer. The total value of the securities of issuers in which more than 5% of the fund assets are invested may not exceed 40% of the fund assets. This is subject to the terms and conditions in sections 4 and 5.
4. The fund management company may invest up to a maximum of 20% of the fund assets in sight and time deposits with the same bank. This limit includes both liquid assets pursuant to § 9 as well as investments in bank assets pursuant to § 8.
5. The fund management company may invest up to a maximum of 5% of the fund assets in OTC transactions with the same counterparty. If the counterparty is a bank domiciled in Switzerland or in a member state of the European Union or another country in which it is subject to supervision equivalent to that in Switzerland, this limit shall be increased to 10% of the fund assets.

If the claims arising from OTC transactions are hedged using collateral in the form of liquid assets in accordance with the relevant provision of the Swiss Liquidity Ordinance, such claims are not included in the calculation of counterparty risk.
6. Investments, deposits and claims pursuant to sections 3 to 5 above and issued by the same issuer or borrower may not exceed 20% in total of the fund assets.
7. Investments pursuant to section 3 above of the same group of companies may not in total exceed 20% of the fund assets.
8. The fund management company may acquire for the fund assets less of 10% of the non-voting securities of the same issuer.

#### Investment restrictions concerning the fund management company

9. **Basic regulation**

The fund management company may not acquire any equity securities that in total account for more than 10% of the voting rights or that allow it to exercise a significant influence on the management of an issuer ("basic rule").

### ***Exemption***

In deviation from the basic regulation above, the fund management may apply the following limits to funds with an investment policy focus on equity securities in "Swiss small & mid cap companies" or "gold mining companies worldwide":

*a) Investment segment: "Swiss Small & Mid Cap Companies".*

For funds with an investment policy focus on equity securities in "Swiss Small & Mid Cap Companies" (as defined by SIX Swiss Exchange AG as well as all unlisted Swiss companies), the fund management company may not acquire more than 20% of the equity securities of an issuer from this investment segment, consolidated across all funds with this investment policy focus, whereby the exercise of voting rights is limited to a maximum of 17% in total.

For all other issuers which are not allocated to the investment segment "Swiss Small & Mid Cap Companies", the basic regulation above applies.

*b) Investment Segment: "Gold Mining Companies Worldwide*

For funds with an investment policy focus on equity securities in "gold mining companies worldwide", the fund management may not acquire more than 20% of the equity securities of an issuer from this investment segment, consolidated across all funds with this investment policy focus, whereby the exercise of voting rights is limited to a maximum of 17% in total.

For all other issuers which are not allocated to the investment segment "Gold mining companies worldwide", the basic regulation above applies.

*c) Investment segment: "Others*

For all funds that have neither an investment policy focus on equity securities in "Swiss small & mid cap companies" (as defined by SIX Swiss Exchange AG as well as all unlisted Swiss companies) nor on equity securities in "gold mining companies worldwide", the fund management company may not acquire equity securities of issuers from these two investment segments that in total account for more than 6% of the voting rights.

For all other issuers that are not allocated to either of the two investment segments "Swiss Small & Mid Cap Companies" and "Gold Mining Companies Worldwide", the basic rule above applies.

*Maximum limit per issuer (cumulative at fund management level)*

Irrespective of the above rules, the fund management company may under no circumstances hold or exercise more than 20% of the participation rights or 17% of the voting rights of an issuer, cumulated across all funds managed by it and across all investment segments.

*Classification of the fund*

Based on its investment policy, this fund has been allocated to the investment segment "Other". The classification of a fund may be adjusted in the event of changing circumstances.

## **IV Calculation of the net asset value, and the issue and redemption of units**

### **§ 16 Calculation of the net asset value**

1. The net asset value of the investment fund and the proportions attributable to the individual classes (percentages) is calculated in reference currency of the individual classes at the market value at the market value as at the end of the financial year and for each day on which units are issued or redeemed. The fund assets will not be calculated on days on which the exchanges / markets in the fund's main investment countries are closed (e.g. bank and stock exchange holidays).
2. Securities traded on an exchange or other regulated market open to the public are to be valued at the current prices paid on the main market. Other investments or investments for which no current price is available are to be valued at the price that would probably have been obtained in a diligent sale at the time of the estimate. In such cases, the Fund Management Company will use appropriate and recognized valuation models and principles to determine the market value.
3. Bank deposits are valued at the amount of the claim plus accrued interest. If there are significant changes in market conditions or credit rating, the valuation principles for time deposits will be adjusted in line with the new circumstances.
4. The net asset value of unit of a given class is determined by the proportion of the market value of the fund assets attributable to that unit class, less any of the fund liabilities that are attributed to that unit class, divided by the number of units of that class in circulation. It will be rounded up to the smallest unit of the reference currency of a given unit class..
5. The percentages of the market value of the Fund's net assets (fund assets less liabilities) attributable to the individual unit classes is determined for the first time at the initial issue of more than one class of units (if this occurs simultaneously) or the initial issue of a further unit class. The calculation is made on the basis of the assets accruing to the Fund for each unit class. The percentage is recalculated when one of the following events occurs:
  - a) when units are issued and redeemed;
  - b) on the cut-off date for distributions, provided that (i) such distributions are made only for individual unit classes (distribution classes), or provided that (ii) the distributions of the various unit classes differ as percentages of their individual net asset values, or provided that (iii) different commission or costs, as percentages, are charged on the distributions of the various unit classes;
  - c) when the net asset value is calculated, as part of the allocation of liabilities (including due or accrued costs and commissions) to the various unit classes, provided that the liabilities of the various unit classes differ as percentages of their individual net asset values, especially if (i) different commission rates are applied to the various unit classes or if (ii) class-specific costs are charged;
  - d) when the net asset value is calculated, as part of the allocation of income or capital gains to the various unit classes, provided the income or capital gains originate from transactions made solely in the interests of one unit class or in the interests of several unit classes, but not in proportion to their share of the net fund assets.

### **§ 17 Issue and redemption of units**

1. Subscription and redemption orders for units will be accepted on the order day up to a certain cut-off time specified in the Prospectus. The definitive price of the units for the issues and redemptions is determined at the earliest on the bank working day following the day the order is placed (valuation day). This is referred to as "forward pricing". The details are governed by the Prospectus.
2. The issue and redemption price of units is based on the net asset value per unit, calculated pursuant to § 16 on the valuation day on the basis of the closing prices from the previous day.

Incidental costs (specifically standard brokerage charges, commissions, taxes, and fees) incurred by the Investment Fund in connection with the investment of the amount paid in, or with the sale of that portion of investments corresponding to the redeemed unit(s), will be charged to the fund assets.
3. The Fund Management Company may suspend the issue of units at any time, and may reject applications for the subscription or conversion of units.
4. The Fund Management Company may, temporarily and by way of exception, defer repayment in respect of fund units in the interests of all Investors:
  - a) if a market which is the basis for the valuation of a significant proportion of the fund assets is closed, or if trading on such a market is restricted or suspended;
  - b) in the event of a political, economic, military, monetary or other emergency;
  - c) if, owing to exchange controls or restrictions on other asset transfers, the fund can no longer transact its business;
  - d) in the event of large-scale redemptions that could significantly affect the interests of the remaining investors.

5. The Fund Management Company will immediately inform the audit firm and the supervisory authority of any decision to defer redemptions. It must also inform the Investors in a suitable manner.
6. No units will be issued for as long as repayments in respect of units are deferred for the reasons stipulated under point 4 a) to c).

## **V Fees and incidental costs**

### **§ 18 Fees and incidental costs charged to the investor**

1. No issuing or redemption commission is charged to the investor on the subscriptions and redemptions of units of classes "EUR A", "EUR B", "EUR D", "CHF-hedged" and "CHF-hedged R".
2. When units of Class "EUR E" and "USD-hedged R" are issued, the investor may be charged issuing commissions of max. 5% in favour of the Custodian Bank and/or distributors. No redemption commissions are charged to the investor on the redemption of Class "EUR E" and "USD-hedged R" Shares.
3. No charges are applied for the switch from one share class to the other by the fund management company respectively its delegated parties.

### **§ 19 Fees and incidental costs charged to the fund's assets**

1. For the administration, asset management and distribution of the Investment Fund, the fund management company will charge the Investment Fund a commission not exceeding 1.75% p.a. of the Fund's net asset value, to be charged to the fund assets on a pro rata basis every time the net asset value is calculated, and paid out at the end of each month (management fee).

The management fee differs with the individual unit classes as follows:

Management fee charged by the fund management company to the "EUR A"-class	max. 1.50% p.a.
Management fee charged by the fund management company to the "EUR B"-class	max. 1.75% p.a.
Management fee charged by the fund management company to the "EUR D"-class	max. 1.50% p.a.
Management fee charged by the fund management company to the "EUR E"-class	max. 2.00% p.a.
Management fee charged by the fund management company to the "CHF-hedged"-class	max. 1.50% p.a.
Management fee charged by the fund management company to the "CHF-hedged R"-class	max. 1.75% p.a.
Management fee charged by the fund management company to the "USD-hedged R"-class	max. 1.75% p.a.

The rate of the management fee actually charged is stated in the annual and semi-annual reports.

2. For the safekeeping of the fund assets, the handling of the fund's payment transactions and performance of the other tasks of the custodian bank listed under § 4, the custodian bank shall charge the custodian bank of the investment fund an annual commission not exceeding 0.1% of the fund's net asset value, to be charged to the fund assets on a pro rata basis every time the net asset value of the fund assets is calculated and paid out at the end of each month (custodian bank fee).

The rate of the custodian bank fee actually charged shall be stated in the annual and semi-annual reports.

3. The custodian bank does not charge the investment fund any commission for the payment of the annual income to the investors.
4. Furthermore, the Fund Management Company and the Custodian Bank are entitled to reimbursement of the following costs incurred in executing the Fund Contract:
  - a) the supervisory authority's fees in relation to the establishment, amendment, liquidation or merger of the Fund;
  - b) the supervisory authority's annual fees;
  - c) the audit firm's fees for annual auditing as well as certification in the case of establishment, amendments, liquidation or mergers of the Fund;
  - d) fees for legal and tax advisors in connection with the establishment, amendment, liquidation or merger of the Fund, as well as generally upholding the interests of the Fund and its Investors;
  - e) the cost of publishing the net asset value of the Fund, together with all the costs of providing notices to Investors, including translation costs, provided such costs cannot be ascribed to any failure on the part of the Fund Management Company;
  - f) the cost of printing legal documents, as well as the Fund's annual and semi-annual reports;
  - g) the cost of any registration of the Fund with a foreign supervisory authority, and specifically the commissions levied by the foreign supervisory authority, translation costs, and remuneration for the representative or paying agent abroad;
  - h) costs relating to the exercising of voting rights or creditors' rights by the Fund, including the cost of fees paid to external advisors;

- i) costs and fees relating to intellectual property registered in the name of the Fund or with rights of use for the Fund;
  - j) all costs, which are incurred through the taking of extraordinary steps to protect investor interests by the fund management company, the asset manager of collective capital investments or the custodian bank.
5. The investment fund shall also bear all incidental costs for the purchase and sale of investments (standard brokerage fees, commissions and taxes) incurred in the management of the fund's assets. These costs will be offset directly against the stated acquisition or saleable value of the respective investments.
  6. The fund management company and its agents may, in accordance with the provisions of the Prospectus, pay retrocessions as remuneration for distribution activity in respect of fund units, and rebates to reduce the fees or costs incurred by the Investor and charged to the fund.

## **VI Financial statements and audit**

### **§ 20 Financial statements**

1. The fund's accounting currency is the euro (EUR).
2. The financial year runs from the 1 January to 31 December.
3. The Fund Management Company publishes an audited annual report for the Investment Fund within four months of the end of the financial year.
4. The Fund Management Company publishes a semi-annual report within two months of the end of the first half of the financial year.
5. The Investor's right to obtain information under § 5.4 is reserved.

### **§ 21 Audit**

The audit firm examines each year whether the Fund Management Company and the Custodian Bank have complied with the statutory and contractual provisions, and with the code of conduct of the Swiss Funds & Asset Management Association SFAMA. The annual report contains a short report by the audit firm on the published annual financial statements.

## **VII Appropriation of net income**

### **§ 22**

1. The net income of the Fund will be added on an annual basis to the fund assets for reinvestment, subject to any taxes and duty charged on the reinvestment.
2. Capital gains realized on the sale of assets and rights may be distributed by the Fund Management Company or retained for the purpose of reinvestment.

## **VIII Publication of official notices by the investment fund**

### **§ 23**

1. The medium of publication of the Investment Fund is the print medium or electronic medium specified in the prospectus. Notification of any change in the medium of publication must be published in the medium of publication.
2. The following information must, in particular, be published in the medium of publication: summaries of material amendments to the fund contract, indicating the offices from which the amended wording may be obtained free of charge; any change of fund management company and/or custodian bank; the creation, dissolution or merger of unit classes; and the liquidation of the Investment Fund. Amendments that are required by law that do not affect the rights of Investors or are of an exclusively formal nature may be exempted from the duty to publish subject to the approval of the supervisory authority.
3. Each time units are issued or redeemed, the fund management company will publish the issue and the redemption prices or the net asset value together with a note stating "excluding commissions" for all unit classes on the homepage of the Swiss Fund Data AG ([www.swissfunddata.ch](http://www.swissfunddata.ch)). Prices must be published at least twice each month. The weeks and weekdays on which publications are made must be specified in the Prospectus. In addition the prices may be published in newspapers, magazines electronic media or price information systems as defined by the management company.
4. The prospectus with integrated fund contract, the key investor information document, and the latest annual or semi-annual reports may be obtained free of charge from the fund management company, the custodian bank and all distributors.

## **IX Restructuring and dissolution**

### **§ 24 Mergers**

1. Subject to the consent of the custodian bank, the fund management company may merge funds by transferring the assets and liabilities as at the time of the merger of the fund(s) being acquired to the acquiring fund. The investors of the fund(s) being acquired will receive the corresponding number of units in the acquiring fund. The fund(s) being acquired is/are terminated without liquidation when the merger takes place, and the fund contract of the acquiring fund will also apply for the fund(s) being acquired.
2. Investment funds may only be merged if:
  - a) the corresponding fund contracts provide for this;
  - b) they are administered by the same fund management company;
  - c) the corresponding fund contracts basically concur with regard to the following terms and conditions:
    - the investment policy, investment techniques, the risk distribution as well as the risks related to the investment,
    - the application of the net income and the capital gains from the sale of goods and rights,
    - the type, amount and calculation of all compensation, fees and redemption commissions as well as incidental costs for the purchase and sale of investments (brokerage fees, fees, expenses), which may be charged to the fund assets or the investors,
    - the redemption terms and conditions,
    - the duration of the contract and the terms for dissolution;
  - d) on the same day the assets of the investment funds are valued, the exchange relationship is calculated and the net asset value and the liabilities are assumed;
  - e) neither the investment fund nor the investors incur costs through this. The provisions referred to in article 19 point. 4. a), c) and d) remain reserved.
3. If the merger is likely to take more than one day, the supervisory authorities may permit a limited deferral of repayments of the units of the participating investment fund.
4. The fund management company shall present the intended changes to the fund contract as well as the intended merger together with the merger plan to the supervisory authority for review at least one month before the planned publication. The merger plan contains information about the reasons for the merger, the investment policy of the involved investment funds and the possible differences between the receiving and the transferred investment funds, the calculation of the exchange ratio, possible differences in compensations, possible tax consequences for the investment funds as well as a statement from the responsible auditors in accordance with the CISA.
5. The fund management company publishes the intended changes to the fund contract according to § 23 section 2 as well as the intended merger and its date together with the merger plan in the publication medium of the participating investment funds at least two months before the established effective date. When doing so, it informs the investors that they can file objections with the supervisory authorities against the intended changes to the fund contract within 30 days of the publication or they may request the redemption of their units.
6. The audit firm must check directly that the merger is being carried out correctly, and must submit a report containing its comments in this regard to the Fund Management Company and the supervisory authority.
7. The fund management company must inform the supervisory authority of the conclusion of the merger, and publish notification of the completion of the merger, confirmation from the audit firm of the proper execution of the merger, and the exchange ratio, without delay in the medium of publication of the funds involved.
8. The fund management company must make reference to the merger in the next annual report of the acquiring fund, and in the semi-annual report if published prior to the annual report. If the merger does not take place on the last day of the usual financial year, an audited closing statement must be produced for the fund(s) being acquired.

## **§ 25 Duration of the investment fund and dissolution**

1. The investment fund has been established for an indefinite period.
2. The fund management company or the custodian bank may dissolve the fund by terminating the fund contract without notice.
3. The Investment Fund may be dissolved by order of the supervisory authority, in particular, if at the latest one year after the expiry of the subscription period (launch), or a longer extended period approved by the supervisory authority at the request of the Custodian Bank and the Fund Management Company, it does not have net assets of at least 5 million Swiss francs (or the equivalent).
4. The Fund Management Company must inform the supervisory authority of the dissolution immediately and must publish notification in the medium of publication.
5. Once the Fund Contract has been terminated, the Fund Management Company may liquidate the Fund forthwith. If the supervisory authority has ordered the dissolution of the Investment Fund, it must be liquidated forthwith. The Custodian Bank is responsible for the payment of liquidation proceeds to the Investors. If the liquidation proceedings are protracted, payment may be made in installments. The Fund Management Company must obtain authorization from the supervisory authority prior to the final payment.

## **X Amendments to the fund contract**

### **§ 26**

If any amendments are to be made to the present Fund Contract, or if the merger of unit classes or a change of fund management company or of custodian bank is planned, the Investors may lodge objections with the supervisory authority within 30 days after the corresponding publication. In the publication, the Fund Management Company must inform the Investors about which amendments to the fund contract are covered by FINMA's verification and check for compliance with the law. In the event of a change to the Fund Contract (including the merger of unit classes) the Investors may also demand the redemption of their units in cash subject to the contractual period of notice. Exceptions in this regard are cases pursuant to § 23.2 that have been exempted from the duty to publish with the approval of the supervisory authority.

## **XI Applicable law and jurisdiction and venue**

### **§ 27**

1. The Investment Fund is subject to Swiss law, in particular the Swiss Federal Act on Collective Investment Schemes of 23 June 2006, the Ordinance on Collective Investment Schemes of 22 November 2006 and the Ordinance of the Swiss Financial Market Supervisory Authority FINMA on Collective Investment Schemes of 27 August 2014.  
The place of jurisdiction is the registered office of the Fund Management Company.
2. The German version is binding in all matters of interpretation relating to the present Fund Contract.
3. The present Fund Contract takes effect on November 18, 2021.
4. The present Fund Contract replaces the Fund Contract dated October 5, 2021.
5. When approving the fund contract, the FINMA verifies all of the provisions of the Fund Contract and ensures their compliance with the law.

The fund management company:

LLB Swiss Investment Ltd.

The custodian bank:

Bank J. Safra Sarasin Ltd.