

ABN AMRO FGR

an open-ended umbrella fund for joint account
established under the laws of the Netherlands

PROSPECTUS

Dated 16 October 2020

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DIRECTORY

ABN AMRO FGR

Office

Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands

Fund Manager

ABN AMRO Investment Solutions
3, avenue Hoche, F-75008 Paris, France

Title Holder

Stichting Juridisch Eigendom ABN AMRO
Investment Solutions
Gustav Mahlerlaan 10, 1082 PP Amsterdam, The
Netherlands

Depository and Custodian

State Street Bank International GmbH Amsterdam
Branch
Herikerbergweg 29, Apollo Building, 1101 CN
Amsterdam, The Netherlands

Administrator

State Street Bank International GmbH Amsterdam
Branch
Herikerbergweg 29, Apollo Building, 1101 CN
Amsterdam, The Netherlands

Transfer Agent and Registrar

State Street Bank International GmbH
Luxembourg Branch
49, Avenue J. F. Kennedy
L-1855 Luxembourg, Grand Duchy of
Luxembourg

Legal & Tax Advisor

PricewaterhouseCoopers Belastingadviseurs N.V.
Thomas R. Malthusstraat 5, 1066 JR Amsterdam,
The Netherlands

Advisor

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10, 1082 PP Amsterdam, The
Netherlands

Investment Manager

ABN AMRO Investment Solutions, in its quality of
Fund Manager may sub-delegate (in part or in total)
the portfolio management duties of Sub-Funds (but
not limited to) to the following Investment
Managers:

- BNP Paribas Asset Management France
1, Boulevard Haussmann, F-75009 Paris,
France
A company incorporated under French
law
- Pictet Asset Management SA
Route des Acacias 60, 1211, 73 Genève,
Switzerland
A company incorporated under Swiss law
- Robeco Institutional Asset Management
B.V.
Coolsingel 120, 3011 AG- Rotterdam, The
Netherlands
A company incorporated under Dutch law,
formed in 1929

Auditor

Mazars Accountants N.V.
Watermanweg 80, 3001 KC Rotterdam, The
Netherlands

IMPORTANT NOTICE

The Fund is structured as an open-ended umbrella fund for joint account (*fonds voor gemene rekening*) constituted by the Terms and Conditions and governed by the laws of the Netherlands. The Fund has no legal personality. The Fund is an umbrella fund, meaning that the Fund may consist of various Sub-Funds. On the introduction of any new Sub-Fund or any new Unit Class, the Fund Manager shall update the Prospectus setting out the relevant details of each such Sub-Fund or new Unit Class as the case may be in a Supplement.

Distribution of this Prospectus is not authorised in any jurisdiction unless accompanied by a copy of the KIID and the most recent published annual report and audited accounts.

This Prospectus describes the common characteristics, terms and conditions of the Fund and its Sub-Funds. Prospective Investors should review this Prospectus and its ancillary documents carefully and consult their legal and financial advisers to ascertain possible legal, financial, tax or other issues related to the subscription for, and the acquisition, holding, transfer or redemption of Units. The contents of this Prospectus are not to be construed as an invitation to invest or as investment, legal or tax advice. The Units are an appropriate investment only for Investors who are capable themselves of evaluating the merits and risks of an investment in the Fund.

Prospective Investors should review in particular the risk factors set out in chapter 4 and the Sub-Fund-specific risk factors described in the Supplement for the relevant Sub-Fund. The Fund carries a high degree of risk and Investors run the risk that their investments may end up being worth less than the amount invested or even worth nothing. There is no guarantee that a Sub-Fund shall achieve its investment objectives. The value of investments of an Investor may fluctuate as a consequence of the investment policy of a specific Sub-Fund. Returns on past investments in a Sub-Fund are no guarantee as to the returns on future investments.

The Fund Manager accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Fund Manager (which has taken all reasonable care with aim to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the importance of such information.

The information in this Prospectus is subject to change over time. Neither the delivery of this Prospectus nor the offer, purchase, sale, issue or redemption of Units shall, under any circumstances, constitute a representation that the information contained in this Prospectus and its ancillary documents is correct at any time subsequent to the date of this Prospectus as printed on the cover of this Prospectus.

Except for the Fund Manager, no person has been authorised to provide any information or make any representation in connection with the Fund, other than the information and representations contained in this Prospectus and its ancillary documents. If such information is provided or such representations have been made, these should not be relied upon as having been provided or made by the Fund Manager.

The Fund Manager is authorised by the AMF as a “*société de gestion de portefeuille*” of UCITS and authorized by the AFM to render collective portfolio management activities to UCITS in the Netherlands under the freedom to provide services in accordance with the provisions of the Directive.

The Fund has the Netherlands as its home state. The Fund Manager is authorised by the AFM to manage the Fund on a cross-border basis.

The Units shall only be offered and/or sold in the Netherlands. The Units shall not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), nor shall the Fund be registered under the United States Investment Company Act of 1940 of the United States of America, as amended. The Units may not be offered or sold, directly or indirectly, in the United States of America, its territories or possessions, any State of the United States of America and the District of Columbia, unless this is done in accordance with Regulation S of the Securities Act or under a dispensation of the duty of registration in the aforementioned act. The Fund shall not accept any subscriptions from US Persons or other persons or entities acting for the account or benefit of a US Person.

The distribution of this Prospectus and the offer, purchase, sale, issuance or redemption of the Units in certain jurisdictions may be restricted by law. No action has been or shall be taken to permit the distribution of this Prospectus in any jurisdiction where any action would be required for such purpose or where distribution of this Prospectus would be unlawful.

This Prospectus does not constitute an offer for, or an invitation to subscribe to or purchase, any Units in any jurisdiction to any person to whom it is unlawful to make such offer or invitation in such jurisdiction. Persons into whose possession this Prospectus comes are required to inform themselves about and observe any such restrictions.

This Prospectus has been drawn up pursuant to section 4:49 of the DFSA and shall be governed by and construed in accordance with the laws of the Netherlands. This Prospectus shall be published in English and potentially other languages. Only the Prospectus in the English language shall be binding.

Terms defined in this Prospectus have the meaning ascribed thereto in chapter 1 (*Definitions*).

BOOK I - PROSPECTUS

1. DEFINITIONS

Unless the context requires otherwise, capitalised terms used in this Prospectus have the meaning as set out below:

Administration Agreement	means the accounting and administration services agreement between the Fund Manager and the Administrator.
Administrator	means State Street Bank International GmbH (Amsterdam branch) or such other administrator as may be appointed from time to time.
AFM	means the Netherlands Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>).
AMF	means <i>Autorité des Marchés Financiers</i> .
Articles of Association	means the articles of association (<i>statuten</i>) of a legal entity.
Base Currency	means the currency of a Sub-Fund as specified in the Supplement.
Benchmark Index	means an index (or other references such as an absolute level of performance) which gives a point of reference for evaluating a Sub-Fund's performance, as specified at the level of a Sub-Fund.
Benchmark Regulation	means the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 regarding indices that are used as benchmarks for financial instruments and financial contracts to measure the performance of an investment fund with the purpose of tracking the return of such index or of defining the asset allocation of a portfolio or of computing the performance fees.
Business Day	means any day on which banks in the Netherlands and/or relevant exchanges or banks outside the Netherlands are open for the execution of transactions or transmission of orders, in all cases at the sole discretion of the Fund Manager.
CIS	means a collective investment scheme.
Conversion Fee	means the fee payable by an Investor that wishes to convert some or all of his Units of a specific Unit Class of in a Sub-Funds to Units of a different Unit Class or Sub-Fund, as set out in chapter 16.7 and the Supplement for the relevant Sub-Fund.
CRS	means Standard for Automatic Exchange of Financial Account Information, also referred to as the Common Reporting Standard.
Custodian	means State Street Bank International GmbH (Amsterdam branch) or such other custodian as may be appointed from time to time.
Data Protection Legislation	means Regulation (EU) 2016/679 (General Data Protection Regulation) of the European Parliament and of the Council of 27 April 2016, as amended or replaced, and such other data protection legislation as may be applicable.
Data Protection Notice	has the meaning given to it in chapter 2.5.
Dealing Deadline	means in relation to applications for subscription, redemption or conversions of Units in a Sub-Fund, 16:00 Central European Time on the Business Day immediately preceding a Valuation Day.
Depository	means State Street Bank International GmbH, Amsterdam Branch, the depository (<i>bewaarder</i>) as referred to in section 4:62m DFSA, or such other

	depository as may be appointed by the Fund Manager in accordance with the Terms and Conditions as the Depository of a Sub-Fund from time to time.
Depository Agreement	means the depository agreement between the Fund Manager, the Title Holder and the Depository.
Derivative	means a financial instrument, product or index which is not a direct investment, but instead derives its economic characteristics from the economic characteristics of one of more direct or derivative financial instruments, products or indexes.
DFSA	means the Dutch Act on Financial Supervision (<i>Wet op het financieel toezicht</i>) and lower rules and regulations pursuant thereto, as may be amended from time to time.
Directive	means the Directive 2009/65/EC of the European Parliament and of the council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as may be amended from time to time.
DNB	means the Dutch Central Bank (<i>De Nederlandsche Bank N.V.</i>).
ESG or Environmental, Social and Governance	means in this context “ <i>Environmental</i> ” means issues relating to the quality and functioning of the natural environment and natural eco-systems, such as: biodiversity loss, greenhouse gas emissions, climate change, renewable energy, energy efficiency, air pollution, water or resource depletion or pollution, waste management, stratospheric ozone depletion, change in land use, ocean acidification; “ <i>Social</i> ” means issues relating to the rights, well-being and interests of people and communities, such as: human rights abuse, labour standards conditions in the supply chain, child rights abuse, slave and bonded labour, workplace health and safety conditions, freedom of association and freedom of expression, human capital management and employee relations; gender diversity; relations with local communities, activities in conflict zones, health and access to medicine, consumer protection; and “ <i>Governance</i> ” means issues relating to the governance of companies and other investee entities, such as: in the context of listed equity board structure, size, gender diversity, skills and independence of the board, executive pay, shareholder rights, stakeholder interaction, disclosure of information, business ethics, bribery and corruption, internal controls and risk management processes, and, in general, issues dealing with the relationship between a company’s management, its board, its shareholders and its stakeholders. This category may also include matters of business strategy, encompassing both the implications of business strategy for environmental and social issues, and how the strategy is to be implemented. In the unlisted asset classes governance issues can also include matters of fund governance, such as the powers of advisory committees, valuation issues, fee structures, etc.
euro or EUR	means the lawful currency of the participating member states of the European Union.
FATCA	means the U.S. Foreign Account Tax Compliance Act.
FII	means fiscal investment institution (<i>fiscale beleggingsinstelling</i>) within the meaning of section 28 of the Dutch corporate income tax act (<i>Wet op de vennootschapsbelasting 1969</i>).
Fund	means ABN AMRO FGR, being an open-ended umbrella investment fund for the joint account (<i>fonds voor gemene rekening</i>) comprising of Sub-Funds investing for the purpose of collective investment by the Investors, which is constituted under the laws of the Netherlands by the Terms and Conditions.

Fund Assets	means the Fund Means and the Fund Investments of a Sub-Fund.
Fund Fees	means the fees set out in chapter 16.4.
Fund Investments	means any investment made by a Sub-Fund, including but not limited to all Securities, Derivatives, commodities, investments in CIS's, and/or other assets (<i>goederen</i>) other than Fund Means that are acquired by the Title Holder and held by the Title Holder in its own name for the account and risk of the Investors in a Sub-Fund.
Fund Manager	means ABN AMRO Investment Solutions S.A., or such other Fund Manager as may be appointed from time to time in accordance with the Terms and Conditions.
Fund Means	means cash and cash equivalents that are acquired by the Title Holder and held by the Title Holder in its own name for the account and risk of the Investors in a Sub-Fund.
Fund Obligations	means the liabilities which the Title Holder assumes and/or incurs in its own name for the account and risk of the Investors in a Sub-Fund.
High Water Mark or HWM	means the highest Net Asset Value of a Sub-Fund as at the end of any previous financial year on which the Performance Fee becomes payable to the Fund Manager.
Hurdle Rate	means the performance of a Benchmark Index (or other references such as an absolute level of performance) as specified at the level of a Sub-Fund.
Initial Issue Price	means the price per Unit at which Units are initially offered in a Sub-Fund during the Initial Offer Period.
Initial Offer Period	means the initial period during which Units in a Sub-Fund are initially offered at the Initial Issue Price as specified in the Supplement for the relevant Sub-Fund or such other offer period in substitution as the Fund Manager may from time to time in its discretion determine in a particular case.
Internal sub portfolio	has the meaning given to such term in chapter 15.1(iii).
Investment Manager	means an investment manager to which the Fund Manager has delegated the execution of (part of) the investment policy of a Sub-Fund.
Investment Restrictions	means the investment restrictions in chapter 3.3.
Investor	means a person or entity that participates in the Fund in accordance with the Subscription Form and the Terms and Conditions.
Issue Price	means the Net Asset Value per Unit at which Units are offered at a Valuation Day following the Initial Offer Period.
KIID	means the Key Investor Information Document.
Launch Date	means the first date that the Units in the Fund or a Sub-Fund are issued to Investors.
Management Fee	means the fee payable to the Fund Manager as set out in chapter 16.1 and the Supplement for each Sub-Fund.
Member State	means a member state of the European Union.
Minimum Holding	in respect of a Sub-Fund means either a holding of Units in the relevant Sub-Fund or any Unit Class the value of which by reference to the Net Asset Value per Unit is not less than such amount as may be determined by the Fund Manager from time to time or such minimum number of Units as the

	Fund Manager may determine and set out in the Supplement for the relevant Sub-Fund.
Minimum Initial Investment Amount	means such minimum initial amount that must be invested by each applicant for Units in a Sub-Fund, as the Fund Manager may determine and as set out in the Prospectus or the Supplement for a specific Sub-Fund.
Minimum Net Asset Value	means such amount (if any) as the Fund Manager considers for each Sub-Fund and as set out in the Supplement for the relevant Sub-Fund.
Net Asset Value	means the balance of the value of the Fund Assets and the value of the Fund Obligations, determined in accordance with chapter 15, as amended from time to time.
Net Asset Value per Unit	means: <p>in case of a Sub-Fund with different Unit Classes: the relevant Net Asset Value per Unit Class divided by the number of Units in issue within such Unit Class; and</p> <p>in case of a Sub-Fund without different Unit Classes: the Net Asset Value of such Sub-Fund divided by the number of Units in issue within such Sub-Fund.</p>
Non-Taxable Client	means any investor in a Sub-Fund that is exempt from corporate income tax/personal income tax, or similar tax in his jurisdiction of tax residence.
OCF	means the ongoing charges figure, which includes all costs charged to a Sub-Fund during the reporting period, with the exception of costs related to subscription, conversion and redemption of Units of a Sub-Fund, costs from fee sharing agreements, any performance fees, investment transaction costs and interest charges on bank accounts.
OTC	means over-the-counter or an asset traded other than on a Regulated Market or other market in financial instruments.
Other Fees	means the costs, fees and expenses as set out in chapter 16.3.
Performance Fee	means the performance fee payable to the Fund Manager from time to time as set out in chapter 16.2.
Prospectus	means this prospectus relating to the Fund and its Sub-Funds including the schedules, such as the Supplements, thereto, as amended from time to time.
Redemption Amount	means the aggregate amount paid to an Investor following the redemption of some or all of such Investor's Units, being the equivalent of the Redemption Price for the redeemed Units decreased by the Redemption Fee.
Redemption Fee	means the surcharge or levy charged on a redemption of Units as referred to in chapter 16.4.
Redemption Form	means the standard form through which a request for redemption of Units is made.
Redemption Price	means the Net Asset Value per Unit as at the relevant Valuation Day.
Register	means the register in which the names, addresses and other data of all Investors are recorded and which states the particulars of their Units, including without limitation the relevant Unit Class.
Regulated Market	means the stock exchanges and/or regulated markets that are set out in Schedule 3 (<i>List of Regulated Markets</i>).

Schedule	means a schedule to this Prospectus.
Security	means a transferable security within the meaning of the Directive.
Settlement Date	means in respect of receipt of monies for subscription for Units or dispatch of monies for the repurchase of Units, the date specified in the Supplement for the relevant Sub-Fund not being later than three (3) Business Days following the Valuation Day.
Sub-Fund	means a sub-fund of the Fund, each Sub-Fund constituting a separate part of the assets of the Fund, as may be represented by different classes of Unit Classes, and having its own characteristics, such as investment policy, fee structure and risk profile. The specifications for each a Sub-Fund are described in the Supplement for such Sub-Fund.
Subscription Amount	means the amount invested by an Investor in a Sub-Fund in exchange for Units increased with the Subscription Fee (if any).
Subscription Date	means any Business Day as set out in the Subscription Form.
Subscription Fee	means the surcharge or levy as referred to in chapter 16.4.
Subscription Form	means the subscription form between the Title Holder, the Fund Manager and each of the Investors separately, pursuant to which an Investor acquires (additional) Units in a Sub-Fund, such in the form as the Fund Manager may determine from time to time.
Supplement	means the supplement to this Prospectus describing the facts, specifics and information for a Sub-Fund.
Taxable Client	means any investor in a Sub-Fund that is subject to corporate income tax/personal income tax, or similar tax in his jurisdiction of tax residence.
Terms and Conditions	means the terms and conditions of management and custody (<i>voorwaarden van beheer en bewaring</i>) in the form as attached hereto in Schedule 1 (<i>Terms and Conditions</i>).
Title Holder	means Stichting Juridisch Eigendom ABN AMRO Investment Solutions or such other legal title holder as referred to in section 4:44 DFSA, as may be appointed from time to time in accordance with the Terms and Conditions.
Transfer Agent	means State Street Bank International GmbH (the Luxembourg branch) or such other transfer agent as may be appointed from time to time.
Transfer Agent Agreement	means the registrar and transfer agency agreement between the Fund Manager and the Transfer Agent.
UCITS	means an undertaking for collective investment in transferable securities within the meaning of the Directive.
UN Compact Principles	means the United Nations supported Global Compact's principles for businesses, as stated on the UN GC's website (https://www.unglobalcompact.org/what-is-gc/mission/principles). The UN GC are gathering a set of ten principles that provide a global standard for businesses covering Human rights, Labour, Environment and Anti-corruption best practices. The Sub-Funds complying with these principles specifically refer to the UN Global Compact Principles in the investment policy and the latter are then mandatory. A company in breach with these principles is considered as highly controversial and should be excluded from the portfolio of the Sub-Fund.

UN PRI Principles	means the United Nations-supported Principles for Responsible Investment as stated on the UN PRI website (https://www.unpri.org/pri/an-introduction-to-responsible-investment/what-are-the-principles-for-responsible-investment), are gathering a set of six principles that provide a global standard for responsible investments related to Environmental, Social and Governance factors. The Sub-Funds complying with these principles specifically refer to the UN PRI Principles in the investment policy and the latter are then mandatory.
Unit	means a unit in which the rights of the Investors to the Net Asset Value have been divided, each such unit representing an equal interest to the Net Asset Value without priority or preference one over the other, on the understanding that the Sub-Funds may also issue fractions of Units, expressed up to three decimal places as determined by the Fund Manager for each Sub-Fund, except for those currencies for which decimals are not used
Unit Class	means a specific, separate class of Units of a Sub-Fund, each Unit Class representing its own specific subscription, conversion and redemption charge structure, fee structure or Minimum Holding.
US Person	shall have the meaning prescribed in Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act") and thus shall include (i) any natural person resident in the United States; (ii) any partnership or corporation organised or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a US Person; (iv) any trust of which any custodian is a US Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; (A) any discretionary account dealer or other fiduciary organised or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if (A) organised or incorporated under the laws of any foreign jurisdiction; and (B) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned by accredited investors (as defined in Rule 501 (a) under the Securities Act) who are not natural persons, estates or trusts.
Valuation Day	means the Business Day by reference to which the Net Asset Value of a Sub-Fund and the Net Asset Value per Unit are calculated as specified in the Supplement for the relevant Sub-Fund, provided that there shall be at least one Valuation Day per fortnight.
Website	means www.abnamroinvestmentsolutions.com .
Wwft	means the Dutch Prevention of Money-Laundering and Terrorist Financing Act (<i>Wet ter voorkoming van witwassen en financieren van terrorisme</i>).

2. LEGAL STRUCTURE

2.1 Fund and Sub-Funds

ABN AMRO FGR (the “**Fund**”) is an investment fund (*beleggingsfonds*) as referred to in section 1:1 of the DFSA. The Fund is an open-ended umbrella fund for joint account (*fonds voor gemene rekening*) established and existing under the laws of the Netherlands, authorised as a UCITS on 7 October 2020, comprising of one or more Sub-Funds. The Fund is not a legal entity, but a contractual arrangement *sui generis* between the Fund Manager, the Title Holder and each of the Investors separately, governing the Fund Assets and the Fund Obligations acquired or assumed by the Fund Manager or the Title Holder for the account and risk of the Investors. The Title Holder, a foundation (*stichting*), is the legal owner (*juridisch eigenaar*) that, on behalf of a Sub-Fund, shall hold the legal ownership of the Fund Assets and assume Fund Obligations of each Sub-Fund. To this end the Title Holder shall keep separate administrative accounts for the Fund Assets and Fund Obligations of each Sub-Fund for which it acts as legal owner.

Any interest of the Investors is represented by the Units held by each of them. Each Investor shall in respect of its Units held in a Unit Class, be beneficially entitled to the Fund Assets and Fund Obligations attributable to such Unit Class and any income generated thereon pro rata the number of its Units held in such Unit Class. The Units shall only be offered and/or sold in the Netherlands.

On the introduction of any new Sub-Fund, the Fund Manager shall update the Prospectus setting out the relevant details of each such Sub-Fund and any other documentation in relation to the establishment of the Sub-Fund by means of a Supplement. Units may be issued in relation to each Sub-Fund. The different Unit Classes available for issue in each Sub-Fund shall be set out in the Supplements to this Prospectus. The different Units Classes in a Sub-Fund may have different charging structures, designation of Units in different Base Currencies or gains/losses on and costs of different financial instruments employed for currency hedging between the Base Currency of a Sub-Fund and the designated currency of the relevant Unit Class therefore may also differ. All Investors are entitled to the benefit of, are bound by, and are deemed to have notice, of the provisions of the Terms and Conditions.

2.2 Tax Status

The Fund will apply for the FII-regime. In order to be eligible under the FII-regime, the Fund (and any of the Sub-Funds) needs to meet certain requirements, including on the composition of the Investor base of the Fund. An Investor that is a natural person may not hold an interest in excess of 25% in the Fund or any of the Sub-Funds. An Investor that is a corporate entity may not hold an interest in excess of 45% in the Fund or any of the Sub-Funds. An Investor that is a Dutch tax resident corporate entity may not indirectly hold an interest of more than 25% in the Fund or any of the Sub-Funds if the indirect interest is held through a Non-Dutch tax resident entity. Any breach of the thresholds aforementioned may result in a retroactive loss of the FII-status for the Fund as a result of which the Fund becomes subject to corporate income tax in the Netherlands at the statutory rates on all of its profits.

2.3 Key Fund Documentation

The key documents governing each Sub-Fund are the Terms and Conditions, this Prospectus, the Subscription Form and the Redemption Form. The Terms and Conditions represent the key organisational document of the Fund and, inter alia, set forth the agreement between the Fund Manager and the Title Holder concerning the management of the Fund. The Subscription Form is the document pursuant to which an Investor subscribes for (additional) Units and submits itself to the Terms and Conditions. The Redemption Form is the document pursuant to which an Investor can request the redemption of some or all of his Units.

The Terms and Conditions, the Subscription Form and the Redemption Form are governed by the laws of the Netherlands. The competent courts of Amsterdam and its appellate courts will have exclusive jurisdiction to settle any claims, actions or disputes arising out or in connection with the Terms and Conditions, the Subscription Form and the Redemption Form.

Copies of the Terms and Conditions and this Prospectus will be published on the Website and are available free of charge at the offices of the Fund Manager.

2.4 Amendments to the Prospectus or the Terms and Conditions

The Fund Manager shall inform the Investors of a proposed amendment of the Prospectus and/or the Terms and Conditions either through an advertisement in a national newspaper or by notice to their addresses, and on the Website. The Fund Manager shall publish both the proposed amendments and an explanatory note in respect of the envisaged amendment on the Website. After implementation of the amendment, the Fund Manager shall also publish the amendment and an explanatory note on the Website to the extent such amendment deviates from the proposed amendment, and shall notify Investors thereof in a national newspaper or by notice to their addresses and on the Website.

An amendment of this Prospectus and/or the Terms and Conditions causing a reduction in the Investors' rights or security, imposing costs on the Investors or causing a change to the investment policy, strategy or restrictions of a Sub-Fund does not become effective for the Investors until one (1) month after the date of publication of the proposed amendment. During this period of one (1) month the Investors have the right to redeem (part of) their Units under the ordinary conditions set forth in the Terms and Conditions.

2.5 Data Protection

Prospective Investors (which may include Investors subscribing in their capacity as nominees, intermediaries, authorised participants or in other such capacities) should note that, by virtue of making an investment in the Fund and the associated interactions with the Fund Manager and its affiliates and delegates (including completing the Subscription Form, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Fund Manager with personal information on individuals connected with the (prospective) Investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such (prospective) Investors will be providing the Fund Manager and its affiliates and delegates with certain personal information related to individuals which constitutes personal data as defined in the Data Protection Legislation.

The Fund Manager has prepared a personal data protection notice ("**Data Protection Notice**") outlining the Fund Manager's data protection obligations and the data protection rights of individuals under the Data Protection Legislation.

The Data Protection Notice is available on <https://www.abnamroinvestmentsolutions.com/en/footer/data-protection.html>.

The Data Protection Notice contains information on the following matters in relation to data protection:

- that Investors will provide the Fund Manager with certain personal information which constitutes personal data as defined in the Data Protection Legislation;
- that the Fund Manager shall act as a data controller in respect of this personal data and the fact that affiliates and delegates, such as the Administrator and the Investment Manager (if any) may act as data processors;
- a description of the lawful purposes for which the personal data may be used, namely where this is necessary:
 - for contract conclusion and execution;
 - for risk management, to detect, assess and manage risks that could arise from the execution of the contracts;
 - to improve the Fund Manager's products and services;
 - for security purposes, to, among others, ensure that the Investors' assets are secure; and/or
 - for corporate social responsibility and compliance with legal obligations to which the Fund Manager is subject;
- that the Fund Manager is authorised to transmit personal data to companies within the ABN AMRO Group, including but not limited to Banque Neufilze OBC S.A. and third parties, including (if applicable) to entities located outside the European Economic Area;

- that the Fund Manager is authorised to use an Investor's personal data where this is in the legitimate interests of the Fund Manager or a third party and such legitimate interests do not infringe the Investor's interests, rights and freedom;
- details of data protection measures taken by the Fund Manager, as well as an outline of the various data protection rights of individuals as data subjects under the Data Protection Legislation; and
- information on the Fund Manager's policy for retention of personal data.

3. INVESTMENT OBJECTIVES, POLICY AND RESTRICTIONS

3.1 Investment Objectives

The common investment objective of the Fund is to achieve capital growth by investing in financial instruments. Each Sub-Fund has its individual investment objective and investor profile, as set out in the Supplement for the Sub-Fund.

Each Sub-Fund may attract financing on a temporary basis for liquidity purposes, subject to the limitations as required by the FII-regime (e.g. no more than 20% of the book value of the Fund Investments is financed with debt).

The Fund and its Sub-Funds shall not enter into securities lending arrangements.

3.2 Investment Policy

The investment policy of a Sub-Fund used to achieve the investment objective of that Sub-Fund is set out in the Supplement for the relevant Sub-Fund.

3.3 Investment Restrictions

Each Sub-Fund is subject to the restrictions on investments applicable pursuant to the Directive. In the Netherlands, the Decree on Conduct Supervision DFSA (*Besluit Gedragstoezicht financiële ondernemingen Wft* or “**BGfo**”), which is a decree promulgated under the DFSA, contains the investment restrictions applicable to UCITS.

Each Sub-Fund incorporates both quantitative and qualitative restrictions in its investment policy to manage the risks inherent to its investment portfolio.

The specific investment restrictions of each Sub-Fund are set out in the Supplement for the relevant Sub-Fund.

The Fund Manager may change the investment restrictions of a Sub-Fund at any time. If such change constitutes an amendment of the investment policy, the Investors shall be notified thereof through a notice addressed to each Investor as well as through publication on the Website. The proposed amendments shall be explained on the Website.

After the amendment of the investment policy, Investors shall have the right to redeem their Units under normal conditions within a period of one (1) month following the date of notification thereof to the Investors or the date of publication on the Website (as the case may be).

3.4 The application of Benchmark Indices

The Fund Manager may use one or more Benchmark Indices to measure the performance of a Sub-Fund with the purpose of tracking the return of such Benchmark Index or of defining the asset allocation as comparison. The Benchmark Indices used by the Fund Manager will be provided by a benchmark administrator listed on the register of administrators and benchmarks maintained by the European Securities and Markets Authority (ESMA) pursuant to the Benchmark Regulation. However, the reference to a Benchmark Index does not constitute any objective or limitation in the management and composition of the portfolio of a Sub-Fund and the universe of a Sub-Fund is not restrained to the Benchmark Index components. Therefore, returns may deviate materially from the performance of the reference Benchmark Index.

Pursuant to the Benchmark Regulation, the Fund Manager, acting in accordance with applicable laws and regulations, can take various risk mitigating measures for the situation a Benchmark Index materially changes or ceases to be provided. Several circumstances, under which external factors outside the influence of the Fund Manager, or when a Benchmark Index administrator no longer determine a reference rate or similar, can lead to material changes or cessation of the Index. The Fund Manager cannot be held liable for such change or cessation and shall take appropriate measures to safeguard the interests of the Investors and the continuity of the investment policy of the Sub-Funds. The Fund Manager has produced a robust written plan setting out the actions it will undertake in the event that an Index materially changes or ceases to be provided. A copy of such plan shall be made available free of charge upon request.

3.5 Investments in CIS

A Sub-Fund may acquire units or shares in an UCITS and/or other CIS provided that it does not invest more than 20% of its Assets in a single UCITS or other CIS, including UCITS or CIS managed by a party affiliated to the Fund Manager.

The AFM may approve a higher limit. In the situation where a Sub-Fund invests 20% or more of the Assets in a single UCITS or CIS, a description of the investment policy of the relevant UCITS or CIS and other relevant information will be included in the Supplement of the Sub-Fund.

3.6 Breaches

Breaches of the Investment Restrictions which are not a result of any action taken by the Fund Manager are not considered to be breaches of the Investment Restrictions provided that the Fund Manager takes remedial action as soon as practicable, taking the interests of the Investors into account, to remedy the breach.

4. RISK FACTORS

An investment in the Fund carries a high degree of risk. There can be no assurance that a Sub-Fund's investment policy shall be successful or that the Sub-Fund shall achieve its investment objectives. The value of a Sub-Fund's Fund Investments and Units may fall as well as rise, among others, as a result of a Sub-Fund's investment policy and returns on past investments are no guarantee as to the returns on future investments.

Accordingly, Investors may lose all or part of their investment in a Sub-Fund. The risk and potential lack of liquidity inherent to the Sub-Fund may have a substantial impact on the timeframe within which Investors receive redemption proceeds. Prospective Investors should consider, among others, the non-exhaustive list of risks mentioned below, review this Prospectus and its ancillary documents carefully and in their entirety and conduct and subsequently rely upon their own investigation of risk factors associated with the proposed investment. Which risk factors are relevant for a specific Sub-Fund, is depending on a number of related considerations, under which the characteristics of the Units and the investment policy of a Sub-Fund.

4.1 Investment Risks

Decrease in Value of Market and Category of Investments

The whole market or a category of Fund Investments may decrease in value, influencing thereby the price and value of the Fund Investments. Such decrease may reduce the Net Asset Value of a Sub-Fund causing Investors eventually to generate lower or negative returns.

Operational and custody risk

A Sub-Fund might be investing Fund Assets in markets that could potentially be less regulated than most of the international markets. Consequently, the services related to custody and liquidation for the Sub-Fund on such markets could be more risky.

Small cap, specialized or restricted sectors risk

Where a Sub-Fund invests in small caps or specialized or restricted sectors these are likely to be subject to a higher than average volatility due to a high degree of concentration, greater uncertainty because less information is available, there is less liquidity, or greater sensitivity to changes in market conditions. These Fund Investments may have a negative impact on the Net Asset Value of the relevant Sub-Funds.

Warrant risk

Warrants are complex, volatile, high-risk instruments: the risk of a total loss of the invested capital is great. In addition, one of the principal characteristics of warrants is the "leverage effect", which is seen in the fact that a change in the value of the underlying asset can have a disproportionate effect on the value of the warrant. Finally, there is no guarantee that, in the event of an illiquid market, it shall be possible to sell the warrant on a secondary market.

Lack of Liquidity

A substantial part of the Fund Investments may be in financial instruments, which are illiquid or may become illiquid under certain market conditions. Accordingly, it may not always be possible to purchase or sell those financial instruments for the prices quoted on the various exchanges or for their expected value. A Sub-Fund's ability to respond to market movements may be impaired and a Sub-Fund may experience severe adverse price movements when it liquidates its Fund Investments.

Fund Investments may or may not benefit from any stabilisation action undertaken by the issuer of the respective Fund Investment. Any stabilisation action undertaken in relation to a Fund Investment must comply with any limits imposed by all applicable laws and regulations and may be limited in time. Consequently, any such action may be insufficient to positively affect the Fund Investment(s) concerned.

If trading on a Regulated Market or other market in financial instruments is suspended, a Sub-Fund may not be able to execute trades or sell positions at preferred prices. OTC transactions may involve additional risk, as there is no Regulated Market or other market in financial instruments on which to close out an open position.

It may be impossible to liquidate an existing position, to assess the value of a position or to assess a Sub-Fund's exposure to the associated risks.

Redemption Risk

Redemptions and distributions higher than the return on Fund Investments may cause a Sub-Fund to dispose of Fund Assets in order to meet its redemption obligations earlier than anticipated or under less favourable market conditions than that Sub-Fund would otherwise have disposed of such Fund Assets. This may result in a lower Net Asset Value of such Sub-Fund generating lower or negative returns for the non-redeeming Investors. Significant redemptions may lead to significant losses to Investors which remain invested in that Sub-Fund.

Limited Due Diligence

The Fund Manager shall not always carry out a business analysis and shall usually not engage in extensive due diligence procedures prior to making a Fund Investment.

Concentration of Fund Investments

A Sub-Fund may hold relatively few, large Fund Investments in relation to the size of the Sub-Fund. A Sub-Fund could be subject to significant losses if it holds a large position in a particular Fund Investment that declines in value or is otherwise adversely affected. Lack of liquidity as mentioned above may aggravate such losses significantly.

In addition, a Sub-Fund may own a significant percentage of the shares or (convertible) bonds issued by an issuer. It may not always be possible to dispose of such shares or (convertible) bonds without incurring significant losses. Potential profits may not always be immediately realisable and may therefore be lost prior to realisation.

4.2 General Risks

New Fund Risk

The Fund and its Sub-Fund(s) are newly formed and, accordingly, each has limited operating history. The past performance of the Fund Manager is not indicative of how the Fund or the Sub-Fund shall perform in the future. There can be no assurance that the investment objectives shall be achieved or that its Investors shall be able to recover their initial investment. The Fund's and its Sub-Fund's investment strategy should be evaluated on the basis that there can be no assurance that their assessments of the prospects of investments shall prove accurate.

Business Risk

The investment results of a Sub-Fund are reliant upon the success of the Fund Manager. Even though the Fund Manager has an excellent track record, returns on past investments are no guarantee as to the returns on future investments.

The investment performance of a Sub-Fund is substantially dependent on the services of key individuals who are responsible for managing the Fund Investments. These key individuals are connected with the Fund Manager. In the event of death, disability, departure, insolvency or withdrawal of any of these key individuals or the Fund Manager, the performance of the Sub-Fund may be adversely affected.

No assurance can be given that Units shall increase in value. The distributions shall be dependent on choices made under the investment policy, as well as the existence or lack of or, as the case may be, restrictions on possible third party guarantees. An investment in Units therefore carries a high degree of risk and is suitable only for persons who can assume the risk of losing a substantial part of their investment.

Net Asset Value Considerations

The Net Asset Value per Unit is expected to fluctuate, sometimes significantly, over time with the performance of a Sub-Fund's Fund Investments. An Investor may not fully recover its initial investment when he/she chooses to redeem his/her Units or upon compulsory redemption if the Net Asset Value per Unit at the time of such redemption is less than the Subscription Amount paid by such Investor or if any un-amortized costs and expenses of establishing a Sub-Fund remain.

Illiquidity of Units

The Units are not listed or admitted to trade on a Regulated Market. Investors shall, however, be able to redeem their Units subject to the restrictions set out in this Prospectus and in accordance with the Terms and Conditions. As redemption is subject to the restrictions set out in this Prospectus and the Terms and Conditions, an Investor may not always be in the position to redeem at the expected Net Asset Value per Unit.

Transfer of Units

Other than by way of redemption, Units are transferable only with the consent of the Fund Manager. There is no public market for the Units and none is expected to develop. As redemption is subject to the restrictions set out herein and in the Terms and Conditions, an Investor may not always be in the position to redeem at the expected Net Asset Value per Unit. The Fund Manager may restrict the transfer of Units if, in the view of the Fund Manager, the Fund risks no longer complying with one or more of the requirements for applying the FII status within the meaning of clause 28 of the Dutch corporate tax act (*Wet op de vennootschapsbelasting 2001*).

Inflation and Deflation

Due to inflation, the relative value of Units may decline. A Sub-Fund shall not specifically hedge inflation risk or take other measures to mitigate this specific risk.

Loss of Fund Assets

Fund Assets may be lost due to insolvency, negligence or fraudulent activities of the Depository, Custodian or a sub-custodian (if any).

4.3 Market Risks

Settlement and Counterparty Risk

Some of the markets in which a Sub-Fund may effect its transactions are OTC or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight in contrast to members of Regulated Markets or other markets in financial instruments. To the extent a Sub-Fund invests in OTC transactions, a Sub-Fund may take a credit risk with regard to parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those entailed in exchange-traded transactions, which generally are backed by clearing organisation guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered into directly between two counterparties generally do not benefit from such protections. This shall expose that Sub-Fund to the risk that a counterparty shall fail to settle a transaction in accordance with its Terms and Conditions due to a dispute concerning contractual terms (whether or not bona fide) or due to credit and/or liquidity problems, thus causing that Sub-Fund to suffer a loss. A Sub-Fund shall not be restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. The ability of a Sub-Fund to transact business with any one or a number of counterparties, the lack of any independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Sub-Fund.

In addition, with respect to synthetic positions, a Sub-Fund shall not usually have a contractual relationship with the underlying issuer of the underlying obligation. Therefore, a Sub-Fund shall generally have no direct right to enforce compliance by the actual issuer with the terms of the underlying obligation nor have any voting rights with respect to the underlying obligation. In the event of the insolvency of the counterparty to such synthetic position, a Sub-Fund shall be treated as a general unsecured creditor of such counterparty and shall not have any claim with respect to the underlying obligation. Also, a Sub-Fund may also be at risk of incorrect, late or inexistent payment or delivery of financial instruments by a counterparty which may result in settlement through a trading system not taking place on time or as expected.

Currency Exposure

The Units are denominated in euro and shall be issued and redeemed in this currency. A large part of the Fund Assets may, however, be invested in Securities and other investments which are denominated in other currencies than euro. Accordingly, the value of such Fund Assets may be affected favourably or unfavourably by fluctuations in currency rates. In addition, prospective Investors whose assets and liabilities are predominantly denominated in other currencies should take into account the potential risk of loss arising from

fluctuations in value between euro and such other currencies. Any currency exposures of the Sub-Fund shall not be hedged unless indicated otherwise in the Supplement relating to the relevant Sub-Fund.

Interest Rate risk

The value of fixed income Securities held by some Sub-Funds shall generally vary inversely with changes in interest rates and such variations may affect share prices accordingly.

Fixed Income Securities Risk

When investing in fixed income Securities, a Sub-Fund runs the risk that the principal or interest shall not be paid by the issuer or that the principal is repaid prematurely. Certain Sub-Funds may invest in fixed income Securities with lower ratings. Such Securities may have greater price volatility and greater risk of loss of principal and interest than more highly rated Securities.

Risks related to Investments in High Yield Bonds

Sub-funds investing in High Yield bonds are exposed to substantially higher risks compared to traditional investment instruments. When investing in a Sub-Fund investing in High Yield bonds, credit risks concerning the interest-bearing investments are possible.

As compared to investment-grade debt securities, below-investment grade debt securities (also referred to as “junk” bonds), whether rated or unrated, are speculative, involve a greater risk of default and may be subject to greater price fluctuations and increased credit risk, as the issuer might not be able to pay interest and principal when due, especially during times of weakening economic conditions or rising interest rates. Credit rating downgrades of a single issuer or related similar issuers whose securities a Sub-Fund holds in significant amounts could substantially and unexpectedly increase a Sub-Fund’s exposure to below-investment-grade securities and the risks associated with them, especially liquidity and default risk. The market for below-investment-grade securities may be less liquid and therefore these securities may be harder to value or sell at an acceptable price, especially during times of market volatility or decline. Because a Sub-Fund can invest in below-investment-grade securities, a Sub-Fund’s credit risks are greater than those of funds that buy only investment-grade securities. Credit rating downgrades of a single issuer or related similar issuers whose securities a Sub-Fund holds in significant amounts could substantially and unexpectedly increase a Sub-Fund’s exposure to below-investment-grade securities and the risks associated with them, especially liquidity and default.

Emerging markets risk

In emerging markets, in which some of the Sub-Funds shall invest, the legal, juridical and regulatory infrastructure is still developing. Some markets may carry higher risks for Investors, which should therefore ensure that, before investing, they understand the risks involved and are satisfied that an investment is suitable as part of their portfolio. Investments in emerging markets should only be made by sophisticated investors or professionals which have independent knowledge of the relevant markets, are able to consider and weigh the various risks presented by such investment, and have the financial resources necessary to bear the substantial risk of loss of investments in such investments.

4.4 Risks Inherent to the Use of OTC Derivatives

Margin and Leverage

The OTC Derivatives used may be highly volatile and may expose a Sub-Fund to a high risk of incurring losses. The initial margin deposits required to establish a position in such instruments permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in losses exceeding the margin deposited.

Liquidity Risk

Transactions in OTC Derivatives may also involve additional liquidity risk, as there is no exchange or market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. In adverse market conditions, there may be virtually no liquidity with very significant price movements as a result, which could lower the Net Asset Value of a Sub-Fund significantly within a short period of time.

Hedges

Appropriate hedges may not at all times be available to a Sub-Fund to cover the risks resulting from transactions in Derivatives it enters into. Therefore, a Sub-Fund may not be able to limit losses incurred in those transactions or may only be able to close out a position at significant costs to that Sub-Fund.

4.5 Other Risks

Political Risk

The investments of a Sub-Fund may be adversely affected by developments in the countries that such Sub-Fund may invest in. This may result in a partial or complete loss of the investments made by that Sub-Fund. Such developments include, without limitation, war, civil unrest ranging from protests to civil war, changes in the political situation and/or government of a country, natural disasters, pandemics and acts of terrorism.

Conflicts of Interest

It is possible that the Fund Manager, an Investment Manager (if any), the Title Holder, the Depositary, the Custodian or a sub-custodian may have conflicts of interest with a Sub-Fund in the course of its business. Each shall, at all times, have regard in such event to its obligations to that Sub-Fund and shall endeavour to ensure that such conflicts are resolved fairly.

In addition, subject to applicable law, any of the foregoing may deal, as principal or agent, with a Sub-Fund, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis.

The Fund Manager, Investment Manager (if any) or any person connected with either of them may directly or indirectly invest in, manage or advise other investment institutions or accounts, which invest in assets which may also be purchased or sold by a Sub-Fund. Neither the Fund Manager, an Investment Manager (if any) nor any person connected with either of them is under any obligation to offer investment opportunities of which any of them become aware to a Sub-Fund or to account to a Sub-Fund in respect of (or share with a Sub-Fund or inform a Sub-Fund of) any such transactions or any benefit received by any of them from any such transaction, but shall allocate such opportunities on an equitable basis between a Sub-Fund and other clients.

ESG Risks

The lack of ESG criteria standards can make comparability between different portfolios, where these criteria are applied, difficult. The selection of Securities can involve a significant element of subjectivity when applying ESG filters. Indeed, due to the lack of ESG criteria and sub-criteria standards, ESG factors incorporated in the investment processes may vary depending on the investment themes, asset classes, investment philosophy and subjective use of different ESG criteria and sub-criteria governing the portfolio construction. As the ongoing implied risk is the risk of portfolio "greenwashing", some investment firms will exploit the ESG area for marketing, rather than employing a sincere ESG investment strategy.

The use of ESG criteria perform differently compared to similar Sub-Funds that do not use such criteria. Indeed, the investment selection processes are different due to ESG criteria.

Since the assessment of ESG risks is still very much evolving, it is usually difficult to measure ESG risks directly as traditional risks. The Fund Manager must therefore manage the sub-fund's risks based on indirect measures of risk, like the (relative) scores of companies on the large number of ESG factors which are available on the market through data providers.

Regulatory and Tax Risk

The regulatory environment for investment institutions and UCITS in particular is evolving and changes therein may adversely affect a Sub-Fund's ability to pursue its investment strategies. In addition, the regulatory and tax environment for Derivatives and related instruments and techniques is evolving and may be subject to changes by governmental, international or judicial action, which may adversely affect the value of the Fund Investments. The effect of any future regulatory or tax change on a Sub-Fund is impossible to predict.

Furthermore, unclear rules and regulations and conflicting advice received from e.g. legal or tax advisors may result in a breach of rules and regulations applicable to a Sub-Fund and may result in incomplete recovery of reclaimable taxes. Any sanctions and possible consequent damage to the reputation of a Sub-Fund, the Fund

Manager or any other connected person may result in a negative impact on the Net Asset Value of a Sub-Fund and Units.

The Dutch tax status as an FII is subject to continuously meeting the relevant requirements. Loss of the FII-status could result in the Fund retroactively to the beginning of the fiscal year in which the status is lost becoming subject to Dutch corporate tax at the prevailing rates. To preserve the Fund's FII-status the Fund Manager is authorised to refuse subscriptions for Units or transfer of Units or to redeem Units mandatorily.

The Fund intends to obtain benefits of tax treaties (if any) between the Netherlands and source if Fund income jurisdictions. Generally, and because of any change in the Fund's FII-status, there is a risk that such source jurisdictions refuse to apply the relevant tax treaty's benefits. As a result, the Fund may be subject to foreign withholding taxes at a higher rate or lose an exemption from withholding tax. The tax treatment of the Fund and/or its Investors is furthermore subject to changes to prevailing Dutch and foreign tax legislation.

5. THE FUND MANAGER

Corporate information and function

The Fund and the Sub-Funds shall be managed by ABN AMRO Investment Solutions S.A., with power to delegate one or more of its functions. ABN AMRO Investment Solutions S.A. is a public limited company (*société anonyme*) incorporated under French law, formed on 18 December 1998 and part of the ABN AMRO Group. The Fund Manager performs general administration, portfolio management and marketing tasks on behalf of the Fund and its Sub-Funds.

The Fund Manager's board of directors consists of:

Mr. François-Xavier Gennetais, Chief Executive Officer, ABN AMRO Investment Solutions, Paris, as the Chairman

Mr. Eric Ebermeyer, Chief Investment Officer, ABN AMRO Investment Solutions, Paris

Ms. Elisa Alonso Sanz, Chief Operating Officer, ABN AMRO Investment Solutions, Paris

Mr François-Xavier Gennetais carries out the following activities outside ABN AMRO Investment Solutions:

- Directorships held in related Company
- ABN AMRO FUNDS – Chairman
- NEUFLIZE OBC CINEMA – Chairman
- CINEFRANCE 1888 – Chairman of the Supervisory Board
- Other mandates
- Association Française de gestion financière (AFG) – Permanent Representative of ABN AMRO Investment Solutions to the Board of Directors

Mr Eric Ebermeyer carries out the following activities outside ABN AMRO Investment Solutions:

- Directorships held in related Company
- ABN AMRO GLOBAL CONVERTIBLES – Chairman
- Other mandates
- Association Française de gestion financière (AFG) – Alternate Representative of ABN AMRO Investment Solutions to the Board of Directors

Ms. Elisa Alonso Sanz does not carry out any professional activities outside ABN AMRO Investment Solutions.

The Fund Manager also manages the investment institutions as listed in Schedule 2. The prospectuses of the other investment institutions, insofar they are UCITS, are available on the Website.

Liability of the Fund Manager

In accordance with the Terms and Conditions, the Fund Manager shall not be liable, except in case of wilful misconduct (*opzet*), gross negligence (*grove nalatigheid*), fraud on its part or any conduct that materially violates the provisions of the Terms and Conditions.

Remuneration

The management company compensation policy of the Fund Manager is consistent with and promotes sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile, rules or Terms and Conditions of the Sub-Funds managed.

The management company compensation policy reflects the Fund Manager's objectives for good corporate governance as well as sustained and long-term value creation for the shareholders. The remuneration policy has been designed and implemented to:

- support actively the achievement of the Fund Manager's strategy and objectives;
- support the competitiveness of the Fund Manager in the markets it operates;
- be able to attract, develop and retain high-performing and motivated employees.

Employees of the Fund Manager are offered a competitive and market-aligned remuneration package making fixed salaries a significant component of their total package.

The principles of the management company compensation policy are reviewed on a regular basis and adapted to the evolving regulatory framework. The management company compensation policy has been approved by the board of directors of the Fund Manager.

The details of the up-to-date management company compensation policy, including, but not limited to, a description of how remuneration and benefits are calculated, the identities of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, can be found on the following website: <https://www.abnamroinvestmentsolutions.com/en/footer/Regulatory-information.html>. A paper copy of the management company compensation policy shall be made available free of charge upon request.

Delegation

The Fund Manager may delegate the execution of (part of) the investment policy of each Sub-Fund to one or more Investment Managers. The Fund Manager shall publish a list of Investment Managers in its semi-annual and annual report. The actual list of Investment Managers managing (part of) the Fund Investments of a Sub-Fund is available free of charge at the office of the Fund Manager. See also chapter 9.

The Fund Manager has delegated certain of its administration functions in respect of the Fund and the Sub-Fund(s) to the Administrator and the Transfer Agent. The Fund Manager has concluded and shall conclude written agreements with all parties to which it has delegated or in the future shall delegate one or more of its functions. In the selection of the delegates and in the terms of the written agreements the Fund Manager complies and shall continue to comply with the applicable requirements set out in applicable rules and regulations.

Conflict of interest

The Fund Manager has implemented a conflict of interest management policy relating to the prevention, detection and management of conflicts of interest.

In pursuing the Fund Manager's business, conflicts of interests may arise that could impact the interests of the Fund, its Sub-Funds or its Investors. A conflict of interest is a situation, both professional or personal in nature, in which an employee of the Fund Manager has an interest (financial or other) that could influence it in a prejudicial manner and lead it not to act in the best interests of its Investors or the Fund Manager or otherwise negatively affect the behaviour of such employee(s) in the performance of their duties.

The Fund Manager is determined to avoid and proactively manage conflicts of interests and to comply with applicable laws and regulations and best practices applicable to conflicts of interests. Proper management of conflicts of interests is considered a matter of governance and good conduct. Consequently, the objectives of the policy are laid down in the Fund Manager's internal rules and form part of the Fund Manager's monitoring and control measures, as well as continuous training and awareness raising activities.

The details of the up-to-date conflicts of interest management policy, can be found on the following website: <https://www.abnamroinvestmentsolutions.com/en/footer/Regulatory-information.html>. A paper copy of the conflict of interest management policy shall be made available free of charge upon request.

Best interest of investors

The Fund Manager shall act in the best interest of the Investors and the integrity of the markets.

6. THE TITLE HOLDER

Corporate information and function

Stichting Juridisch Eigendom ABN AMRO Investment Solutions is the entity holding legal title to the Fund Assets. The key responsibility of the Title Holder is (i) to hold, for the account and risk of the Investors in any Sub-Fund, legal title to all assets and rights of such Sub-Fund, (ii) to assume, as debtor, obligations and liabilities of any Sub-Fund, and (iii) to be the contracting entity in respect of all agreements entered on behalf of the relevant Sub-Fund. The Title Holder shall do so at the instruction of the Fund Manager and shall be instrumental in the safekeeping and verification duties of the Depositary, but shall not engage itself actively in the management of the Sub-Funds. The Title Holder may carry out the same functions and perform the same activities on behalf of other future Sub-Funds, but shall not perform any other activities.

The Title Holder is a foundation (*stichting*) incorporated under the laws of the Netherlands, having its statutory seat (*statutaire zetel*) at gemeente Amsterdam, the Netherlands and its principal offices at Gustav Mahlerlaan 10, 1082 PP Amsterdam, the Netherlands.

The Title Holder is registered in the Trade Register (*handelsregister*) of the Chamber of Commerce under number 78332397.

The financial year of the Title Holder shall be equal to the calendar year. The annual report and annual financial statements of the Title Holder shall be published within four months after the close of the fiscal year. The Articles of Association, and the annual report and annual financial statements of the Title Holder and any other document to be deposited with the Chamber of Commerce pursuant to any rule or regulation are available free of charge at the office of the Fund Manager.

The members of the board of directors of the Title Holder are on the date hereof:

Mr. François-Xavier Gennetais

Mr. Adriaan Jan Willem Kootstra

Mr. Martijn Storsbergen

Liability

In accordance with the Terms and Conditions, the Title Holder shall not be liable, except in case of wilful misconduct (*opzet*), gross negligence (*grove nalatigheid*), fraud on its part or any conduct that violates the provisions of the Terms and Conditions.

7. THE DEPOSITARY

Corporate information and function

The Fund Manager has appointed State Street Bank International GmbH (Amsterdam branch) to act as the depositary to the Fund. The Depositary is a branch of State Street International GmbH incorporated in Germany in 1970. The Depositary is ultimately owned by State Street Corporation.

The Depositary shall be responsible for the supervision of the Fund to the extent required by and in accordance with the applicable law. The Fund Manager and the Depositary have concluded a Depositary Agreement, of which the most important terms and conditions are set forth below.

The Depositary shall hold in custody all financial instruments that can be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary. The Depositary shall ensure that all those financial instruments are registered in such a way so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times.

For any Fund Assets other than financial instruments, the Depositary shall verify the ownership of the Fund of such Fund Assets and shall maintain an up-to-date record of those Fund Assets. In addition, the duties which the Depositary will perform in the context of its function are: (i) ensuring that the sale, issue, re-purchase, redemption, cancellation and the valuation of Units is carried out in accordance with the Terms and Conditions, and applicable law; (ii) monitoring and verifying the Fund's cash flows, including payments of acceding and exiting participants; (iii) controlling whether the (net asset) value of the Sub-Fund is determined properly, periodically determine whether the procedures for determining the Net Asset Value are followed and ensuring that in transactions involving Fund Assets any consideration is remitted to the relevant Fund within the usual time limits; (iv) ensuring that the Fund's income is applied in accordance with the Terms and Conditions and applicable law; and (v) carrying out instructions from the Fund Manager, unless they conflict with the Terms and Conditions or the applicable law.

As at the date of this Prospectus, the Depositary is not aware of any conflicts of interest in respect of its appointment as depositary in respect of the Fund. If a conflict of interest arises, the Depositary shall ensure it is addressed in accordance with the provisions of chapter 22, the Depositary Agreement, applicable laws and in the best interests of the Investors.

Liability

In the event of a loss of a financial instrument held in custody, determined in accordance the Directive, and in particular Section 18 of the European Commission Delegated Regulation (EU) 2016/438, the Depositary shall return financial instruments of identical type or the corresponding amount to a Sub-Fund without undue delay.

The Depositary shall not be liable if it can prove that the loss of a financial instrument held in custody has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary pursuant to the Directive.

In case of a loss of financial instruments held in custody, the Investors may invoke the liability of the Depositary directly or indirectly through the Fund Manager provided that this does not lead to a duplication of redress or to unequal treatment of the Investors.

The Depositary will be liable to the Fund for all other losses suffered by a Sub-Fund as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the Directive.

Summary of key terms of the Depositary Agreement

Under the terms of the Depositary Agreement, the Depositary may delegate its safekeeping obligations provided that (i) the services are not delegated with the intention of avoiding the requirements of the Directive, (ii) the Depositary can demonstrate that there is an objective reason for the delegation and (iii) the Depositary has exercised all due, skill, care and diligence in the selection and appointment of any third party to whom it wants to delegate parts of the depositary services as outlined in the Depositary Agreement, and keeps exercising all due skill, care and diligence in the periodic review and ongoing monitoring of any third party to whom it has delegated parts of its safekeeping services and of the arrangements of the third party in respect of the matters delegated to it. The liability of the Depositary will not be affected by virtue of any such delegation.

The Depositary Agreement shall continue in full force and effect until terminated by either party by an instrument in writing delivered to the other party, such termination to take effect not sooner than six (6) months after the date of such delivery or mailing. The Depositary Agreement provides that the appointment of the Depositary will continue unless and until terminated by the Fund Manager or the Depositary giving to the other parties not less than six (6) months written notice although in certain circumstances the Depositary Agreement may be terminated immediately by the Fund Manager or the Depositary provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by competent authorities has been appointed and provided further that if within a period of ninety (90) days' from the date on which the Depositary notifies the Fund Manager of its desire to retire or from the date on which the Fund Manager notifies the Depositary of its intention to remove the Depositary. The Depositary Agreement shall terminate on the revocation of authorisation of the Fund. Any termination of the appointment of the Depositary and retirement by the Depositary from such appointment shall only become effective upon the appointment of a new Depositary approved in advance by the competent authorities. If the Depositary has given notice to the Fund Manager of its desire to retire or the appointment of the Depositary is terminated, and no successor has been appointed by the Fund Manager within ninety (90) days, the Fund Manager and the Depositary may initiate an escalation procedure with a view on clarifying the reasons for the failure to appoint a successor and agreeing an action plan to select and appoint a successor depositary. In case the escalation procedure has been finalized and within the timeframe of this procedure has not led to a solution satisfactory to the parties, either party can to its sole discretion inform the competent authority. In the meantime the Depositary shall continue to act as depositary.

The Depositary Agreement contains certain indemnities in favour of the Depositary (and each of its officers, employees and delegates) which are restricted to exclude matters arising by reason of the negligent or intentional failure of the Depositary in the performance of its duties pursuant to the Directive.

A copy of the Depositary Agreement may be requested by Investors from the Fund Manager free of charge.

Best interest of Investors

In carrying out its duties the Depositary shall act honestly, fairly, professionally, independently and solely in the interests of the Fund and its Investors.

Delegation of duties

The Depositary may delegate its safekeeping duties and related custody functions within the requirements of sections 22 and 22 (a) of the Directive and sections 4:16 and 4:62m DFSA. Furthermore, the Depositary may, subject to applicable legal requirements, also delegate functions supporting the provision of safekeeping duties and custody related services to third parties. The liability of the Depositary shall not be affected by any delegation of the safekeeping duties and related custody functions to a third party. An up-to-date list of third parties appointed by the Depositary as sub-depositary is available at the Depositary's website (please refer for more information to: <https://www.statestreet.com/about/subcustodians.html>) and will be made available to investors of the Fund upon request.

8. THE ADMINISTRATOR

Corporate information and function

State Street Bank International GmbH (acting through its Amsterdam branch) has been appointed by the Fund Manager to act as administrator in respect of the Fund and to that end the Administrator and the Fund Manager entered into the Administration Agreement.

The duties and functions of the Administrator include *inter alia* the calculation of the Net Asset Value and the Net Asset Value per Unit, the keeping of all relevant records in relation to the Fund as may be required with respect to the obligations assumed by it pursuant to the Administration Agreement, the preparation and maintenance of the Fund's books and accounts, liaising with the Auditor in relation to the audit of the financial statements of the Fund.

The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Fund Manager or the Fund or its Sub-Funds and is not responsible for the preparation of this Prospectus other than the preparation of the above description and accepts no responsibility or liability for any information contained in this Prospectus except disclosures relating to it.

As at the date of this Prospectus, the Administrator is not aware of any conflicts of interest in respect of its appointment as administrator in respect of the Fund. If a conflict of interest arises, the Administrator shall ensure it is addressed in accordance with the Administration Agreement, applicable laws and in the best interests of the Investors.

Delegation

The Administrator may delegate certain of its administration functions in respect of the Fund and the Sub-Fund(s) to a company or companies within the State Street group of companies, which group of companies have as their ultimate parent State Street Corporation, a US publicly listed company. The Administrator shall ensure that it concludes written agreements with all parties to which it delegates one or more of its functions. In the selection of the delegates and in the terms of the written agreements the Administrator complies and shall continue to comply with the applicable requirements set out in applicable rules and regulations.

9. THE INVESTMENT MANAGER

The Fund Manager may delegate the portfolio company management of one or more Sub-Funds to an Investment Manager. A list of the Investment Managers effectively in charge of management and details of the Sub-Funds managed are appended to the Company's periodic reports. Investors may request an up-to-date list of Investment Managers specifying the Sub-Funds managed by each.

An Investment Manager is obliged to execute the investment policy of a Sub-Fund, under the supervision of the Fund Manager and to provide other services in connection therewith. The Investment Manager must at all times take the investment objectives, the investment policy of a Sub-Fund into account and the investment restrictions, as described in the supplement of a Sub-Fund, the Terms and Conditions and other regulatory requirements and restrictions. An Investment Manager may take investment decisions within the mandate of the Fund Manager. In executing securities transactions and in selecting any broker, dealer, or other counterparty, the Fund Manager and any Investment Manager will use due diligence in seeking the best overall terms available. For any transaction, this will involve consideration of all factors deemed relevant, such as market breadth, security price and the financial condition and execution capability of the counterparty. An Investment Manager may select counterparties within the ABN AMRO Group so long as they appear to offer the best overall terms available. The Fund Manager shall ensure that the Investment Managers will have adequate remuneration policies in place.

10. TRANSFER AGENT AND REGISTRAR

State Street Bank International GmbH (acting through its Luxembourg branch) has been appointed by the Fund Manager to act as registrar and transfer agent in respect of the Fund and to that end the Transfer Agent and the Fund Manager entered into the Transfer Agent Agreement.

The duties and functions of the Transfer Agent include Investor-registration, the keeping of the registrars, the providing of transfer agency services with respect to Units in the Fund or its Sub-Funds as may be required with respect to the obligations assumed by it pursuant to the Transfer Agent Agreement and the provision of certain Investor-registration and transfer agency services.

11. SUBSCRIPTIONS AND ISSUES OF UNITS

11.1 Issue of Units

Issues of Units will normally be made with effect from a Valuation Day in respect of applications received on or prior to the Dealing Deadline. Valuation Days and the Dealing Deadline relating to each Sub-Fund are specified in the relevant Supplement. The Fund Manager may at its sole and absolute discretion nominate additional Valuation Days for subscriptions for Units and Investors shall be notified in advance.

Applications for the initial issue of Units should be submitted by completing the Subscription Form in writing in the manner prescribed by the Fund Manager from time to time or sending the same by facsimile (with the original Subscription Form and supporting documentation in relation to money laundering prevention checks to follow promptly by post) to the Administrator on or prior to the Dealing Deadline and applications received after the Dealing Deadline for the relevant Valuation Day shall be deemed to have been received by the next Dealing Deadline. The Fund Manager, in consultation with the Administrator, may however in its sole and absolute discretion accept applications received subsequent to the Dealing Deadline in exceptional circumstances provided they are received prior to the relevant Valuation Day.

In respect of initial subscriptions, supporting documentation in relation to money laundering prevention checks, together with all necessary tax documentation, including any tax certificates, W8 forms or similar documentation, must be provided to the Administrator at least two (2) Business Days prior to the relevant Valuation Day, in order to enable account opening and verification checks.

The Administrator reserves the right to request such information as is necessary to verify the identity of the applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator or the Fund Manager may refuse to accept the application.

Applications shall be irrevocable unless the Fund Manager otherwise agrees. Any changes to an Investor's registration details, from the relevant Investor's payment details or payment instructions will only be made on receipt of an original written instruction and evidence as may be required by the Administrator. There will be no discretion for the Fund Manager to accept applications in any circumstances after the close of business in the relevant market that closes first on the relevant Valuation Day.

Subsequent subscriptions (i.e. subsequent to an initial purchase of Units within a Sub-Fund) should be made by contacting the Fund Manager c/o the Administrator in writing, by telephone, by facsimile or by electronic means provided such means are accepted by the Fund Manager.

Subsequent subscription requests will only be processed where the Investor name and account number, and the name, address and/or fax number to which the contract note is to be sent corresponds to that listed as the Investor of record registered with the Administrator. If the Investor requests that the contract note be sent to a name and/or address which differs from that registered with the Administrator, written confirmation of this change must be submitted by the Investor and the original signed copy of this confirmation must be received by the Administrator before the order will be processed.

Applications for the subscription of Units may also be made by electronic means (such as the use of a third-party portal), provided that the Fund Manager has agreed the procedures in advance and that investors are not obliged to use such electronic means.

If a Minimum Initial Investment Amount is set for Units of a Sub-Fund or a Unit Class of a Sub-Fund that may be subscribed for by each Investor on initial application and if there is a Minimum Holding for Units of each Sub-Fund or a Unit Class of a Sub-Fund, this will be set out in the relevant Supplement.

Fractions of not more than three (3) decimal places of a Unit may be issued. Subscription monies representing smaller fractions of Units will not be returned to the applicant but will be retained as part of the Fund Assets of the relevant Sub-Fund.

Under the Terms and Conditions, the Fund Manager has absolute discretion to accept or reject in whole or in part any applications for Units without assigning any reason therefor.

If an application is rejected, the Administrator at the cost and risk of the applicant will, subject to any applicable laws, return application monies or the balance thereof, without interest, by telegraphic transfer to the account

from which it was paid normally within six (6) Business Days of rejection. All applications are subject to rejection by the Fund Manager in its discretion.

11.2 Issue Price

The Initial Issue Price for a Unit in a Sub-Fund shall be one hundred euros (EUR 100.00), unless the Supplement for a Sub-Fund states otherwise.

After the expiry of the relevant Initial Offer Period, Units can be issued on a Valuation Day at the Issue Price.

The Fund Manager may, at its absolute discretion, decide to charge a Subscription Fee for the issue of Units in a specific Sub-Fund or a Unit Class of a Sub-Fund. The maximum Subscription Fee is set out in the relevant Supplement for such Sub-Fund.

11.3 Payment for Units

Payment of the Subscription Amount in respect of the issue of Units must be made by the relevant Settlement Date by telegraphic transfer in cleared funds in the currency of the relevant Units to the account in the name of the Legal Titleholder. The Administrator may, at its discretion, accept payment in other currencies, but such payments will be converted into the Base Currency of the relevant Unit Class at the then prevailing exchange rate available to the Administrator and only the net proceeds (after deducting the foreign exchange rate conversion expenses) will be applied towards payment of the Subscription Amount. This may result in a delay in processing the application.

Unless Units are allotted for no consideration, all or part of any allotment of Units made in respect of an application may, at the discretion of the Fund Manager, be cancelled, or, alternatively, be treated on a different Valuation Day if payments for the Units to be issued have not been received by the Settlement Date, or in the event of non-clearance of funds, and the Fund Manager may treat the application as an application for such number of Units as may be purchased with such payment on the Valuation Day next following receipt of payment of the Subscription Amount in full or of cleared funds. In such cases the Fund Manager may charge the applicant for any resulting loss (including, where applicable, foreign exchange loss) incurred by the relevant Sub-Fund. The Fund Manager reserves the right to charge interest at a reasonable commercial rate on subscriptions which are settled late or which are cancelled in the manner set out above.

In the case of Unit Classes that are denominated in a currency other than the Base Currency and are identified as unhedged, a currency conversion will take place on subscription at prevailing exchange rates.

Upon receipt the Subscription Amount will become the property of the relevant Sub-Fund and accordingly an (prospective) Investor will be treated as a general creditor of the relevant Sub-Fund during the period between receipt of the Subscription Amount and the issue of Units.

11.4 In Kind Issues

The Fund Manager may at its absolute discretion, provided that the Depositary or the Auditor is satisfied that no material prejudice would result to any (other) existing Investor in the relevant Sub-Fund, allot Units in any Sub-Fund against the vesting in the Depositary on behalf of the Fund of Fund Investments which would form part of the Fund Assets of the relevant Sub-Fund provided such would qualify as a Fund Investment of the relevant Sub-Fund in accordance with its investment objective, policies and restrictions. The number of Units to be issued in this way shall be the number which would on the day the Fund Assets be vested in the Depositary on behalf of the Fund have been issued for cash against the payment of a sum equal to the value of the Fund Assets less any transaction, tax and other incidental costs. Any Subscription Fee that is charged to the Investor in respect of an in-kind issue shall be paid in cash by the Investor.

The value of the Fund Assets to be contributed to the relevant Sub-Fund shall be calculated by applying the valuation methods described under chapter 15.

11.5 Limitations on Purchases

Units may not be issued by the Fund Manager during any period when the calculation of the Net Asset Value of the relevant Sub-Fund is suspended pursuant to chapter 15.3 below. Applicants for Units will be notified of such suspension and, unless withdrawn prior to the relevant Valuation Day, their applications will be considered as at the next Valuation Day following the ending of such suspension.

11.6 Form of Units

All Units issued will be in registered form and written confirmation of ownership will be sent to Investors. Written confirmation may be sent by electronic means agreed with the Investor in question. Unit certificates will not be issued unless the Fund Manager otherwise determines.

The Transfer Agent shall be responsible for maintaining the Register in which all issues, conversions and redemptions of Units will be recorded. No registered certificate shall be issued to an Investor, but the Transfer Agent shall forward to the registered Investor a written confirmation of ownership within twenty-four hours of registration, subject to the Net Asset Value being determined. An Investor may inspect its entry in the Register.

11.7 Prevention of Money Laundering

The Administrator reserves the right to request such information as is necessary to verify the identity of an applicant and, where applicable, its beneficial owner(s) in order to comply with the Wwft. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and all subscription monies may be returned without interest to the account from which the monies were originally debited. Alternatively, the Fund Manager may compulsorily redeem such Investor's Units and/or payment of Redemption Amount may be delayed and none of the Sub-Fund, the Fund Manager, the Depositary or the Administrator shall be liable to the subscriber or Investor where an application for Units is not processed or Units are compulsorily redeemed in such circumstances. If an application is rejected, the Administrator will return application monies or the balance thereof by telegraphic transfer in accordance with any applicable laws to the account from which it was paid at the cost and risk of the applicant. The Administrator will refuse to pay Redemption Amount where the requisite information for verification purposes has not been produced by an Investor.

12. TRANSFER AND REDEMPTION

12.1 Transfer or encumbrance

The Units cannot be transferred or assigned or made subject to any pledge mortgage, usufruct, charge, lien, retention or other encumbrance of any nature whatsoever without the prior written consent of the Fund Manager, save for redemption in accordance with this chapter 12.

The Fund Manager may, in its sole discretion, refuse any transfer of Units if such transfer could jeopardise the Fund's tax status, including but not limited to the tax status as referred to in chapter 2.2.

12.2 Redemption of Units

The Fund Manager shall at any time during the term of a Sub-Fund on receipt by it or by its duly authorised agent of a request from an Investor redeem as at any Valuation Day all or any part of his holding of Units in the relevant Sub-Fund or Unit Class at the Redemption Price. The Fund Manager declares that there are sufficient guarantees to ensure that, subject to statutory provisions and the circumstances referred to in chapter 12.6 redemption requests can be satisfied.

All requests for the redemption of Units should be made to the Fund Manager c/o the Administrator through delivery of a duly signed Redemption Form.

Redemption requests will only be processed where the Investor's name and account number, and the address and/or fax number to which the contract note should be sent corresponds to that listed as the Investor of record registered with the Administrator. If the Investor requests that the contract note be sent to a name and/or address which differs from that registered with the Administrator, written confirmation of this change must be submitted by the Investor and the original copy of this written confirmation must be received by the Administrator before the order will be processed. Requests received on or prior to the relevant Dealing Deadline will, subject as mentioned in this chapter and in the relevant Supplement, normally be dealt with on the relevant Valuation Day. Redemption requests received after the Dealing Deadline shall be treated as having been received by the following Dealing Deadline, unless the Fund Manager shall otherwise agree in exceptional circumstances and provided that the redemption requests are received before the relevant Valuation Day.

A redemption request will not be capable of withdrawal after acceptance by the Fund Manager. If requested, the Fund Manager may, in its absolute discretion and subject to the prior approval of the Depositary and notification to all of the Investors, agree to designate additional Valuation Days for the redemption of Units relating to any Sub-Fund.

The Fund Manager may decline to effect a redemption request that would have the effect of reducing the value of any holding of Units relating to any Sub-Fund below the Minimum Holding for that Unit Class of that Sub-Fund. Any redemption request having such an effect may be treated by the Fund Manager as a request to redeem the Investor's entire holding of that Unit Class.

The Fund Manager and/or Administrator will not accept incomplete redemption requests.

12.3 Redemption Price

The Redemption Price for a Unit in a Sub-Fund equals the Net Asset Value per Unit as at the Valuation Day immediately preceding the redemption. As retained earnings that should be distributed under the FII regime may be included in the Redemption Price, the relevant Sub-Fund may withhold dividend withholding tax on part of the Redemption Price. Investors should generally be entitled to reclaim the dividend withholding tax in their Dutch personal income tax return or Dutch corporate income tax return, please refer to chapter 21.2 in this Prospectus.

The Fund Manager may, at its absolute discretion, decide to charge a Redemption Fee for the redemption of Units in a specific Sub-Fund or a Unit Class of a Sub-Fund. The maximum Redemption Fee is set out in the relevant Supplement for such Sub-Fund.

12.4 Payment of Redemption Amount

The Redemption Amount will be paid at the Investor's risk and expense by telegraphic transfer to an account in the name of the Investor in the currency of the relevant Unit Class (or in such other currency as the Fund Manager shall determine) by the Settlement Date and, in any event, within fourteen (14) calendar days from the relevant Dealing Deadline.

Payment of Redemption Amount will be made to the registered Investor. In the case of a Redemption Form submitted by fax, the Redemption Amount shall only be remitted to the account of record of the relevant Investor. No redemption payment may be made to an Investor until the original Subscription Form in respect of the Investor's initial subscription has been received from the Investor and all documentation required by the Administrator (including any documents in connection with anti-money laundering procedures) and the anti-money laundering procedures have been completed.

The Fund Manager may, but shall not be obliged to, estimate the value of cash dividends and interest declared or accrued and not yet received by the relevant Sub-Fund as at the relevant Valuation Day, which amount the Fund Manager shall be entitled to retain pending actual receipt and reconciliation of such cash dividends and interest. Upon actual receipt and reconciliation of such cash dividends and interest, the Fund Manager will calculate the Investor's actual entitlement to such cash dividends and interest as of the Valuation Day applicable to the redemption and make a payment to the Investor taking into account the foreign exchange rate applied to such cash dividend or interest when it is received and after deducting any relevant fees, costs, charges and expenses payable by the Investor in relation to such cash dividends and interest.

In the case of Unit Classes that are denominated in a currency other than the Base Currency and are identified as unhedged, a currency conversion will take place on redemption at prevailing exchange rates.

12.5 In-kind redemptions

The Fund Manager may at its discretion with the consent of the Investor or at the request of the Investor, satisfy a redemption request by a distribution of Fund Investments of the relevant Sub-Fund in kind, provided that such a distribution would not be prejudicial to the interests of the remaining Investors of that Sub-Fund and provided that the asset allocation is subject prior to the approval of the Depositary.

12.6 Limitations on Redemptions

The Fund Manager shall not redeem Units of any Sub-Fund during any period when the calculation of the Net Asset Value of the relevant Sub-Fund is suspended in the manner described under chapter 15.3 below. Applicants for redemption of Units will be notified of such suspension and their redemption requests will be considered as at the next Valuation Day following the ending of such suspension, unless withdrawn prior to such Valuation Day.

The Fund Manager may at its discretion limit the number of Units of any Sub-Fund redeemed on any Valuation Day to Units representing ten (10) per cent of the total Net Asset Value of that Sub-Fund on that Valuation Day. In this event, the limitation will apply pro rata so that all Investors wishing to have Units of that Sub-Fund redeemed on that Valuation Day realise the same proportion of such Units. The foregoing will only apply to a Sub-Fund if this is expressly stated in the relevant Supplement of that relevant Sub-Fund. Units not redeemed, but which would otherwise have been redeemed, will be carried forward for redemption on the next Valuation Day and will be dealt with in priority (on a rateable basis) to redemption requests received subsequently. If requests for redemptions are so carried forward, the Administrator will inform the Investors affected.

The Fund Manager and the Title Holder may at their discretion suspend the redemption of Units if:

- (i) the conditions to apply the FII-regime by the Fund or any of the Sub-Funds are no longer met as a result of the redemption;
- (ii) the conditions for the tax status of the Fund or any of the Sub-Funds may be violated;
- (iii) the Fund Manager has objections due to facts and circumstances on the markets where the Fund Assets are traded;
- (iv) the redemption of Units would be prejudicial to the interests of the Investors as a whole or individually;
or
- (v) in case of suspension of valuations as set out in chapter 15.3.

12.7 Redemption by the Fund Manager and Title Holder

The Fund Manager and the Title Holder shall be entitled to redeem all (but not part of) the Units of any Investor:

- (i) if the Investor is dissolved, becomes insolvent, is unable to pay its debts, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy, any other relief under any bankruptcy, insolvency or similar law;
- (ii) if in the Fund Manager's reasonable opinion it becomes apparent that the Investor qualifies as a US Person;
- (iii) if in the Fund Manager's reasonable opinion the tax position of the Title Holder, the Fund, or any of the other Investors is or shall become negatively affected due to the tax status or position or any change therein of the relevant Investor or any other circumstance concerning such Investor;
- (iv) if any Investor, in the opinion of the Fund Manager and Title Holder, fails to comply with the policies of a Sub-Fund in which it participates, adopted to comply with the Wwft or any other law or regulation aimed at the prevention of money laundering and terrorism financing;
- (v) if any Investor is in the sole opinion of the Fund Manager (and without the need for the Fund Manager to substantiate this) detrimental to a Fund's reputation or the general business activities of the Fund or the Fund Manager and the Title Holder, or the Fund Manager has otherwise reason to redeem the Units; and
- (vi) the Depositary has served notice of its intention to retire under the terms of the Depositary Agreement (and has not revoked such notice) and no new Depositary has been appointed by the Fund Manager with the approval of competent authorities within six (6) months of the date of service of such notice.

13. CONVERSION OF UNITS

13.1 Conversion of Units

Unless the Fund Manager determines otherwise, Investors will be able to apply to convert all or part of their holding of Units of any Unit Class in any Sub-Fund (the “**Original Class**”) for Units in another Unit Class in the same Sub-Fund or another Sub-Fund which are being offered at that time (the “**New Class**”) (such Unit Class being in the same Sub-Fund or in a separate Sub-Fund) on any Valuation Day, provided that all the criteria for applying for Units in the New Class have been met. Investors wishing to convert some or all of their holding of Units must give notice to the Fund Manager thereof on or prior to the Dealing Deadline for the relevant Valuation Day.

The Fund Manager may at its discretion agree to accept requests for conversion received after the relevant Dealing Deadline provided they are received prior to the relevant Valuation Day. The general provisions and procedures relating to the issue and redemption of Units will apply equally to conversions save in relation to charges payable details of which are set out below and in the relevant Supplement.

When requesting the conversion of Units as an initial investment in a Sub-Fund, Investors should ensure that the value of the Units exchanged is equal to or exceeds the Minimum Initial Investment Amount for the relevant New Class specified in the applicable Supplement. In the case of an exchange of a partial holding of the Original Class only, the value of the remaining holding of the Original Class must also be at least equal to the Minimum Holding for the Original Class.

The number of Units allocated to new Units or a different Unit Class will be established according to the following formula:

$$A = [(B \times (C - (C \times F)) \times D) / E] + X$$

where

- “A” represents the number of Units to be allocated to the New Class;
- “B” represents the number of shares to be converted from the Original Class;
- “C” represents the Net Asset Value of the Units to be converted from the Original Class on the applicable Valuation Day;
- “D” represents the exchange rate applicable on the day of the transaction between the currencies of the Units to be converted;
- “E” represents the Net Asset Value of the Units to be allocated to the New Class on the applicable Valuation Day;
- “F” represents the Conversion Fee for conversions mentioned in the description of each Sub-Fund mentioned in the Supplement for the relevant Sub-Fund; and
- “X” is the unassigned balance which, if any, will be reimbursed to the Investor.

The Fund may issue fractions of Units expressed up to three decimals as determined by the Fund Manager.

13.2 Limitations on conversions

Units may not be converted for Units of a different Unit Class during any period when the calculation of the Net Asset Value of the relevant Sub-Fund or Sub-Funds is suspended in the manner described in chapter 15.3. Applicants for conversion of Units will be notified of such suspension and, unless withdrawn, their applications will be considered as at the next Valuation Day following the end of such suspension.

14. NOTIFICATION OF PRICES

Except where the determination of the Net Asset Value per Unit has been temporarily suspended, the Issue Price and Redemption Price shall be available from the Administrator and will be published on the Website no later than two (2) Business Days following the relevant Valuation Day.

15. VALUATION

15.1 Determination of the Net Asset Value

The Net Asset Value of each Sub-Fund shall be calculated by the Administrator as at the Valuation Day by valuing the Fund Assets of the Sub-Fund and deducting therefrom the Fund Obligations of the Sub-Fund. The Net Asset Value shall be published on the Website no later than two (2) Business Day following the relevant Valuation Day.

The Net Asset Value per Unit:

- shall be calculated in the Base Currency of the relevant Unit Class.
- shall be calculated with reference to the net Fund Assets of the corresponding Sub-Fund or in case of a Sub-Fund with different Unit Classes, the relevant Unit Class (as the case may be).

The net Fund Assets of each Sub-Fund or in case of a Sub-Fund with different Unit Classes, the relevant Unit Class (as the case may be), shall be calculated by adding all the Fund Assets (including the entitlements or percentages held in internal sub-portfolios, where relevant) and deducting therefore the Fund Obligations of the Sub-Fund, or Unit Class (as the case may be).

In order to ensure the overall financial and administrative management of the set of Fund Investments belonging to one or more Sub-Funds, the Fund Manager may create as many internal sub-portfolios as there are sets of Fund Investments to be managed (the "**internal sub-portfolios**"). Any such internal sub-portfolio shall be established with due observance of the following principles:

- only one or more Sub-Funds that have entirely or partially the same investment policy may combine the Fund Investments acquired by each of them in order to implement this investment policy in an internal sub-portfolio created for this purpose.
- within each of these internal sub-portfolios the portion held by each Sub-Fund may, at the discretion of the Fund Manager, be expressed either in terms of percentages or in terms of entitlements:
- the holding percentages shall be established solely on the basis of the contribution ratio of the Fund Investments of a given internal sub-portfolio and shall be recalculated on each Valuation Day to take account of any redemptions, issues, conversions, distributions or any other events generally of any kind affecting any of the Sub-Funds concerned that would increase or decrease their participation in the internal sub-portfolio concerned; or
- where an internal sub-portfolio shall issue entitlements then these entitlements shall be valued as regularly and according to identical methods as set out above in respect of the calculation of the Net Asset Value per Unit. The total number of entitlements in issue shall vary according to the distributions, redemptions, issues, conversions, or any other events generally of any kind affecting any of the Sub-Funds concerned that would increase or decrease their participation in the internal sub-portfolio concerned.

The creation of an internal sub-portfolio will have the sole objective of facilitating the Fund's financial and administrative management and does not impede and/or interfere with the statutory duties of the Title Holder.

15.2 Valuation principles

The Fund Assets and Fund Obligations of a Sub-Fund will be valued in accordance with the provisions set out in the Terms and Conditions, set out below:

- (i) The value of any Fund Investments quoted, listed or dealt in on a Regulated Market shall be calculated by reference to the last traded price for the Fund Investments determined in their primary market as at the relevant Valuation Day provided that the value of any Fund Investments listed on a Regulated Market but acquired or traded at a premium or at a discount outside or off the relevant Regulated Market may be valued taking into account the level of premium or discount as at the date of valuation of the Fund Investment and the Depositary must ensure the adoption of such a procedure is justifiable in the

context of establishing the probable realisation value of the relevant Fund Investments. Such premiums or discounts thereon above shall be provided by an independent broker or market maker or if such premia/discounts are unavailable, by the Investment Manager or the Fund Manager.

- (ii) If for specific Fund Investments, the last traded price does not in the opinion of the Fund Manager or by a competent person appointed by the Fund Manager and approved for such purpose by the Depositary, reflect their fair value or are not available, the value shall be the probable realisation value estimated with care and in good faith by the Fund Manager or by a competent person (being approved by the Depositary as a competent person appointed by the Fund Manager for such purpose), in consultation with the Investment Manager (if any) with a view to establishing the probable realisation value for such Fund Investments as at the relevant Valuation Day.
- (iii) Where Fund Investments are quoted, listed or dealt in on more than one Regulated Market, the Fund Manager shall, in its absolute discretion, select the Regulated Market which in its opinion constitutes the main market for such investment for the foregoing purposes. The value of any Fund Investments which are not quoted, listed or dealt in on a Regulated Market or of any Fund Investments which are normally quoted, listed or dealt in on a Regulated Market but in respect of which no price is currently available or the current price of which does not in the opinion of the Fund Manager represent fair market value, the value thereof shall be the probable realisation value estimated with care and in good faith by the Fund Manager or by a competent person appointed by the Fund Manager, in each case approved, for such purpose, by the Depositary. In determining the probable realisation value of any such Fund Investments, the Fund Manager may accept a certified valuation from a competent independent person, or in the absence of any independent person, (notwithstanding that the Investment Manager has an interest in the valuation), the Investment Manager (if any), who in each case shall be approved by the Depositary to value the relevant Fund Investments and where each such valuation shall also be approved by the Depositary.
- (iv) The Terms and Conditions further provide that cash in hand or on deposit shall be valued at its nominal value plus accrued interest, where applicable, to the end of the relevant Valuation Day.
- (v) Certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable investments shall each be valued at each Valuation Day at the last traded price on the Regulated Market on which these Fund Investments are traded or admitted for trading (being the Regulated Market which is the sole market or in the opinion of the Manager the principal market on which the Investments in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired. The value of any certificate of deposit or treasury bill which is not listed or admitted for trading shall be the probable realisation thereof estimated with care and good faith by the Fund Manager or another competent person appointed by the Fund Manager, provided that the Fund Manager or such other competent person have been approved for such purpose by the Depositary.
- (vi) The value of any OTC Derivatives shall be valued daily on the basis of a quotation provided by the relevant counterparty (on the basis of a means of valuation that provides reasonable accuracy on a reliable basis) and such valuation will be approved or verified at least weekly by a party independent of the counterparty who has been approved for such purpose by the Depositary. Alternatively, an OTC contract may be valued daily on the basis of a quotation from an independent pricing vendor with adequate means to perform the valuation or other competent person, firm or corporation (which may include the Investment Manager) selected by the Fund Manager and approved for the purpose by the Depositary. Where this alternative valuation is used, the Fund Manager must follow international best practice and adhere to principles on such valuations established by bodies such as the International Organisation of Securities Commissions and the Alternative Investment Management Association. Any such alternative valuation must be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise, these must be promptly investigated and explained.
- (vii) The value of any exchange traded futures contracts, share price index futures contracts and options shall be the settlement price as determined by the market in question as at the Valuation Day provided that where such settlement price is not available for any reason as at a Valuation Day, such value shall be the probable realisation thereof estimated with care and in good faith by the Fund Manager or another competent person appointed by the Fund Manager, provided that the Fund Manager or such other competent person have been approved for such purpose by the Depositary. Forward foreign exchange contracts shall be valued in the same manner as financial derivative instruments which are not traded on a Regulated Market or by reference to freely available market quotations.

- (viii) Units or shares in open-ended CIS will be valued at the closing net asset value as published by those CISs or, if unavailable, the bid price, share or class thereof as at the relevant Valuation Day and if a bid and an offer price are available, such units shall be valued by reference to the bid or offer price.
- (ix) Units or shares in closed-ended CISs will, if listed or traded on a market, be valued at the closing bid price on the principal market for such investment as at the relevant Valuation Day or, if unavailable at the probable realisation value, as estimated with care and in good faith and as may be recommended by a competent professional appointed by the Fund Manager or by a competent person appointed by the Fund Manager and approved for the purpose by the Depositary. Private equity Securities will be valued in accordance with the applicable guidelines issued by the European Private Equity and Venture Capital Association. If in any case a particular value is not ascertainable as provided above or if the Fund Manager shall consider that some other method of valuation better reflects the probable realisation value of the relevant Fund Investments, then in such case the method of valuation of the relevant Fund Investments shall be such as the Fund Manager or another competent person appointed by the Fund Manager shall determine, such method of valuation to be approved by the Depositary. Notwithstanding the generality of the foregoing, the Manager may with the approval of the Depositary adjust the value of any such Security if having regard to currency, anticipated rate of dividend, applicable rate of interest, maturity, liquidity, marketability and/or such other considerations as it may deem relevant, it considers that such adjustment is required to reflect the fair value thereof as at any Valuation Day.

15.3 Suspension of valuation

The Fund Manager may at any time temporarily suspend the issue, valuation, redemption and conversion of Units during:

- (i) any period when any Regulated Market on which a substantial portion of the Fund Investments for the time being comprised in the relevant Sub-Fund are quoted, listed or dealt in is closed otherwise than for public holidays, or during which dealings in any such Regulated Market are restricted or suspended;
- (ii) any period where, as a result of political, military, economic or monetary events or other circumstances beyond the control, responsibility and power of the Fund or a Sub-Fund, the disposal or valuation of Fund Investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Fund Manager, be effected or completed normally or without prejudicing the interest of the Investors;
- (iii) any breakdown in the means of communication normally employed in determining the value of any Fund Investments for the time being comprised in the relevant Sub-Fund or during any period when for any other reason the value of Fund Investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Fund Manager, be promptly or accurately ascertained;
- (iv) any period when the Fund Manager is unable to repatriate funds for the purposes of making redemption payments or during which the realisation of Fund Investments for the time being comprised in the relevant Sub-Fund, or the transfer or payment of funds involved in connection therewith cannot, in the opinion of the Fund Manager, be effected at normal prices or normal rates of exchange;
- (v) any period when, as a result of adverse market conditions, the payment of Redemptions Amounts may, in the opinion of the Fund Manager, have an adverse impact on the relevant Sub-Fund or the remaining Investors in such Sub-Fund;
- (vi) any period when the proceeds of redemption of the Units cannot be transmitted to or from a Sub-Fund's account;
- (vii) in exceptional cases, where the circumstances so require, and where the Fund Manager considers it justifiable to do so having regard to the best interests of the Investors; or
- (viii) upon mutual agreement of the Fund Manager and the Depositary for the purpose of terminating any Sub-Fund.

Notice of any such suspension may be published on the Website if, in the opinion of the Fund Manager, it is likely to exceed fourteen (14) days. A suspension shall be notified within the same Valuation Day to the AFM and, where applicable, to the AMF, and as soon as practicable thereafter to any Investors affected by such suspension.

Investors who have requested issue, redemption or conversion of Units in any Sub-Fund will have their request dealt with on the first Valuation Day after the suspension has been lifted unless such requests have been withdrawn prior to the lifting of the suspension. Where possible, reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

15.4 Swing Pricing

In certain market conditions, taking account of the volume of purchase and sale transactions in a given Sub-Fund or Unit Class and the size of these transactions, the Fund Manager may consider that it is in the interest of the Investors to calculate the Net Asset Value per Unit based on the purchase and sale prices of the Units concerned and/or by applying an estimate of the difference between the buy and sell price applicable on the markets on which the Units concerned are traded. The Fund Manager may further adjust the Net Asset Value per Unit for transaction fees and sales commissions, provided these fees and commissions do not exceed 1 % of the Net Asset Value of the Sub-Fund or Unit Class at that time.

15.5 Remedial Measures

The Fund Manager has delegated the calculation of the Net Asset Value to the Administrator. In calculating the Net Asset Value, the Administrator shall not be liable for any loss suffered by the Fund by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by any pricing service.

The Fund, the Fund Manager and the Title Holder cannot accept any responsibility for - and shall not compensate - any error or delay in the calculation of the Net Asset Value and the publication thereof or for inaccurate or non-publication of prices, unless due to wilful default, fraud or negligence on their side. In such case of wilful default, fraud or negligence by the Fund, the Fund Manager and the Title Holder compensation shall take place either by correction of the amount issued or redeemed Units or by repayment of cash by the Fund to an Investor or vice versa, to be exclusively decided by the Fund Manager.

In the event of errors in the calculation of the Net Asset Value, the Fund Manager shall prepare a report on the errors that were made and which correction shall need to be made to the Net Asset Value as soon as possible.

If a correction is required of more than 1.00% of the Net Asset Value and Units have been issued, redeemed or converted on the basis of the erroneously determined Net Asset Value, the Fund Manager shall require corrective action by the responsible party to ensure that Investors receive the correct numbers of Units issued and/or converted and, in the event of redemption, where applicable, may demand repayment to the relevant Sub-Fund of part of the Redemption Price paid to the Investor(s) concerned.

16. FEES, COSTS AND EXPENSES

The fees and charges for each Sub-Fund are set out in the Supplement for the relevant Sub-Fund.

The information set out in this chapter should be read in conjunction with the Supplement of the relevant Sub-Fund. Investors should note that the fees, costs and expenses may vary between the different Sub-Fund and between the different Units Class within a specific Sub-Fund.

16.1 Management Fee

The Fund Manager charges a management fee to each Investor to cover remuneration of the asset managers and distributors in connection with the marketing of the Fund (the “**Management Fee**”). The Management Fee is calculated and deducted monthly from the average Fund Assets held for the relevant Sub-Fund or in the case that a Sub-Fund has more Unit Classes, the relevant Unit Class of such Sub-Fund, and is paid to the Fund Manager.

The percentage of the Management Fee for each Sub-Fund and/or each Unit Class is set out in the Supplement for the relevant Sub-Fund.

16.2 Performance Fee

The Fund Manager shall be entitled to a performance fee, which shall amount to the positive difference between the annual performance of a Sub-Fund (i.e. over the financial year), based on the Net Asset Value before deduction for any accrued performance fee, and the Hurdle Rate (this can be a Benchmark Index, a fixed rate or another reference) (the “**Performance Fee**”).

The Performance Fee shall accrue if the performance of a Sub-Fund exceeds the Hurdle Rate and the HWM. The Performance Fee is payable to the Fund Manager at an annual basis at the end of each financial year. However, if Units are redeemed during a financial year, the Performance Fee in respect of those Units shall be calculated as if the date of redemption of such Units was the end of the relevant financial year and will become payable immediately upon the redemption of such Units becoming effective. The first financial year of any Unit Class shall start on the Launch Date of the relevant Unit Class and shall end on the last day of the same calendar year.

The Performance Fee will be calculated daily and the provision will be adjusted on each Valuation Day during the financial year with the application of the “HWM with Hurdle Rate” method:

- (i) If, at the end of the reference period, the yearly return of the Unit Class is less than or equal to the Hurdle Rate, then no Performance Fee will be paid out that Unit Class;
- (ii) If, at the end of the reference period, the yearly return of the Unit Class is greater than the corresponding Hurdle Rate, then the Fund Manager shall be entitled to a performance fee of a certain percentage of the yearly performance above the High Water Mark, due to the generation of positive returns;
- (iii) If, at the end of the reference period, the Unit Class is below its High Water Mark, then that Unit Class shall not charge a performance fee until such time as the relevant Unit Class has reached its High Water Mark; and
- (iv) In no event shall the Fund Manager have to return any Performance Fee previously charged and paid with respect to a Unit Class.

16.3 Other Fees

The following costs, fees and/or expenses are calculated and deducted daily from the average net Fund Assets of a Sub-Fund or specific Unit Class (as the case may be):

- (i) costs, fees and/or expenses serving to cover general custody assets expenses, such as for instance the remuneration of the Depository;
- (ii) costs, fees and/or expenses relating to daily administration expenses, such as for instance the Net Asset Value calculation and record and book keeping;

- (iii) costs, fees and/or expenses incurred in connection with sending notices to the Investors, such as providing and printing the documents legally required for the Investors and for the regulatory authorities, such as the AMF and the AFM;
- (iv) fees linked to the registration of the Fund with a foreign local authority and to the maintenance of such registration;
- (v) fees linked to the translation of the Prospectus, KIID, and any other documents legally required, KIID production fees, MIFID and PRIIPS data and dissemination, fees in relation to the production of factsheets, performance attribution, index licenses and other marketing materials;
- (vi) listing fees, domiciliation, auditors cost and fees, except for brokerage fees, commissions for transactions not related to the deposit, director fees, interest and bank fees, one-off expenses, as well as any other specific foreign tax; and
- (vii) any other organizational and operating expenses,

any such costs, fees and/or expenses also referred to as “**Other Fees**”.

16.4 Fund Fees

Any assets, liabilities, expenses and fees that are not or cannot be allocated to a specific Sub-Fund or Unit Class shall be apportioned to the various Sub-Funds and/or Unit Classes in equal parts or, if the Fund Manager at its sole discretion deems this justifiable, proportionally to the respective net Fund Assets of the Sub-Funds and/or specific Units Classes.

Each Investor may also bear costs, fees and expenses incurred by a Sub-Fund linked to such Sub-Fund’s investment in another underlying CIS, in addition to the costs, fees and expenses referred to in chapters 16.1, 16.2 and 16.3. The maximum level of the management fees that may be charged by the CIS in which any of the Sub-Funds invests is 3% of the underlying CIS’s net asset value.

16.5 Subscription Fee

The Fund Manager may charge a fee to an Investor subscribing for (additional) Units in a Sub-Fund to cover transaction and market impact costs of the subscription and subsequent issue of Units (the “**Subscription Fee**”). The Subscription Fee shall be for the benefit of the relevant Sub-Fund and shall be a percentage of the aggregate amount to be invested in a Sub-Fund upon the subscription of an Investor.

The maximum Subscription Fee for each Sub-Fund or each Unit Class of a Sub-Fund, as the case may be, is set out in the Supplement for the relevant Sub-Fund.

16.6 Redemption Fee

The Fund Manager may charge a fee to an Investor requesting the redemption of some or all of his Units in a Sub-Fund to cover transaction and market impact costs of the redemption of such Units (the “**Redemption Fee**”). The Redemption Fee shall be for the benefit of the relevant Sub-Fund and shall be a percentage of the aggregate amount to be de-invested in by Sub-Fund following a redemption request by an Investor.

The maximum Redemption Fee for each Sub-Fund or each Unit Class of a Sub-Fund, as the case may be, is set out in the Supplement for the relevant Sub-Fund.

16.7 Conversion Fee

If an Investor requests conversion of some or all of the Units held by him in a specific Sub-Fund to Units in another Sub-Fund or specific Units Class into another Unit Class of the same Sub-Fund, the Fund Manager may charge a fee to such Investor to cover transaction and market impact costs of the conversion of such Units (the “**Conversion Fee**”).

The maximum Conversion Fee for each Sub-Fund or each Unit Class of a Sub-Fund, as the case may be, is set out in the Supplement for the relevant Sub-Fund.

16.8 Distribution Policy

Annually, the Fund may make a profit distribution in respect of a Sub-Fund divided equally over all Units of the Sub-Fund. The amount of this distribution shall be determined by the Fund Manager at its sole discretion.

In addition to the annual distribution, the Fund may make an additional profit distribution in respect of a Sub-Fund ultimately within eight (8) months after the Fund's financial year end divided equally over all Units of that Sub-Fund, to the extent required to maintain the Sub-Fund's Dutch tax status as a FII. If the profit reserves of the Sub-Fund are insufficient to make such a distribution, that distribution may be financed out of the committed capital.

The Fund Manager can decide to make further distribution out of the Fund at its sole discretion.

Distributions shall be paid to Investors within four (4) months of the date of declaration by the Fund Manager. Any distributions to be made, the composition of the distribution and the payment method shall be notified to the Investors. This notification shall be provided to Investors and published on the Website.

17. INVESTORS

17.1 Investor rights

(Prospective) Investors must realise that they are not permitted to engage in the investment operations of the Fund and that they do not have any (voting) rights to interfere in the related decision-taking of the Fund Manager. Investors do have certain information rights vis-à-vis the Fund Manager and the Title Holder.

The Fund Manager can make decisions which Investors do not agree to. If this occurs, then the Investor can decide to dispose of its interest in the Fund, subject to and in accordance with the applicable terms as set forth in this Prospectus and the Terms and Conditions.

17.2 Equal treatment of Investors

The terms of this Prospectus, the Terms and Conditions and any other documentation in respect of a Sub-Fund shall equally apply to all Investors holding the same Unit Class (where relevant). The rights and obligations of Investors in a Sub-Fund are proportional to the numbers of Units held in the relevant Sub-Fund.

17.3 Queries and complaints procedures

Investors may address their queries and complaints in writing regarding a Sub-Fund to the Fund Manager. Upon receipt of a complaint, the Fund Manager shall confirm the receipt thereof and inform the Investor of the further procedure.

18. REPORTING AND GLOBAL EXPOSURE

18.1 Financial year

The financial year of the Fund and each Sub-Fund, where relevant, shall begin on first day of January and shall end on the thirty-first day of December of the same calendar year. The first financial year of the Fund and each Sub-Fund, where relevant, shall begin at the Launch Date and shall end on the thirty-first day of December of the same calendar year.

18.2 Reporting on Net Asset Value

Subject to certain exception grounds set forth in the Terms and Conditions, the Fund Manager shall as per each Valuation Day determine the Net Asset Value per Unit. The Net Asset Value per Unit shall be expressed in the Class Currency and be determined in accordance with the Fund's valuation principles referred to in chapter 15. The Fund Manager shall after each Valuation Day without delay (but in any event no later than two (2) Business Days following the relevant Valuation Day) publish the Net Asset Value per Unit as per such Valuation Day on the Website. The Net Asset Value of a Sub-Fund is calculated on a monthly basis and published on the Website at the end of the following month.

The Fund Manager may delegate certain aspects of the determination of the Net Asset Value and the Net Asset Value per Unit to the Administrator. In determining the Net Asset Value of a Sub-Fund and the Net Asset Value per Unit, the Administrator will follow the valuation policies and procedures adopted by the Fund. If and to the extent that the Fund Manager or another third party is responsible for or otherwise involved in the pricing of any Sub-Fund's portfolio Securities or other Fund Assets, the Administrator may accept, use and rely on such prices in determining the various Net Asset Values and shall not be liable to the Sub-Fund, any Investor in the Sub-Fund, the Fund Manager or any other person in so doing.

The Fund Manager may declare a temporary suspension of the determination of the Net Asset Value as described in chapter 15.3.

When the Fund Manager has suspended the determination of Net Asset Value or of issues, conversions or redemptions of Units, this will be published on the Website.

18.3 Monthly reporting

Within fifteen (15) Business Days after the end of each calendar month, the Fund Manager shall prepare a monthly report stating the total value of the Fund Assets, the Sub-Funds' respective asset mixes, the number of outstanding Units per Sub-Fund and the most recently calculated Net Asset Value per Unit and the date on which the calculation was made. The monthly report shall be published on the Website and is available for Investors free of charge at the offices of the Fund Manager.

18.4 Semi-annual reporting

Within two (2) months after the end of the first half of each financial year of the Fund, the Fund Manager shall, in accordance with the applicable legal requirements, prepare and publish semi-annual accounts in relation to the first half of the relevant financial year consisting of at least a balance sheet and profit and loss account. The semi-annual accounts shall be drawn up in accordance with the provisions of IFRS. The semi-annual accounts shall not be audited. The semi-annual accounts shall be published on the Website and are available for Investors free of charge at the offices of the Fund Manager.

18.5 Annual reporting

Within four (4) months after the end of each financial year of the Fund, the Fund Manager shall, in accordance with the applicable legal requirements, prepare and publish the Fund's annual accounts (consisting of at least a balance sheet, profit and loss account and explanatory notes), annual report and other information for such financial year. The annual accounts shall be drawn up in accordance with the provisions of IFRS and shall be audited by the Auditor. The Auditor will report to the Fund Manager on its audit and disclose in its report other work performed for the Fund. The Auditor's report shall be added to the annual accounts. The annual accounts shall be published on the Website and are available for Investors free of charge at the offices of the Fund Manager.

18.6 Disclosure of information related to the Fund Manager, the Title Holder and the Depositary

Any information on the Fund Manager, the Title Holder and the Depositary which pursuant to applicable laws in their respective home state and in the Netherlands is available from the applicable trade, commercial or company registers, and a copy of the Fund Manager's license in respect of its management of the Fund will be provided upon request. The registration number of the Fund Manager and the semi-annual and annual reports of the Fund Manager will be published on the Website and are available for inspection at the offices of the Fund Manager. Upon request, copies thereof can be obtained free of charge from the Fund Manager.

18.7 Reporting on costs

The Manager will publish a Sub-Fund's OCF (or such other cost ratios as may be required from time to time by applicable laws and regulations) annually in the Sub-Fund's annual report.

18.8 Calculation global exposure

Currently, all Sub-Funds use the commitment approach methodology for the daily calculation of their global exposure.

The commitment conversion methodology for standard Derivatives is always the market value of the equivalent position in the underlying asset. This may be replaced by the notional value or the price of the futures contract where this is more conservative. For non-standard Derivatives, an alternative approach may be used provided that the total amount of the Derivatives represents a negligible portion of the Sub-Fund's portfolio. For structured Sub-Funds, the calculation method is described in the ESMA/2012/197 guidelines.

A Derivative is not considered when calculating the commitment if it meets both of the following conditions:

- (i) the combined holding by the Sub-Fund of a Derivative relating to a financial asset and cash which is invested in risk free assets is equivalent to holding a cash position in the given financial asset; and
- (ii) the Derivative is not considered to generate any incremental exposure and leverage or market risk.

The Sub-Fund's total commitment to Derivatives limited to 100% of the portfolio's total Net Asset Value, is quantified as the sum, as an absolute value, of the individual commitments, after possible netting and hedging arrangements.

By applying the commitment approach methodology as described above, the global exposure of each Sub-Fund will not exceed the total Net Asset Value of the portfolio of that Sub-Fund.

For additional information purpose, the global exposure calculated on the basis of (i) the sum of the absolute value of the Derivatives notional and the investments in transferable Securities (including cash positions, with no netting/hedging arrangement), implying that direct and indirect exposures are taken into consideration in order to calculate the total exposure and (ii) divided by Sub-Fund's total Net Asset Value is indicated in the table below:

Sub-Fund	Reference portfolio*	Expected exposure	Maximum exposure
ABN AMRO Aegon Global Impact Equities	MSCI World TR Net	110%	120%
ABN AMRO Pictet Global Environmental Equities	MSCI World TR Net	110%	120%
ABN AMRO BNP Paribas Disruptive Technology Equities	MSCI World TR Net	110%	120%
ABN AMRO Robeco Global Consumer Trends Equities	MSCI AC World TR Net	110%	120%

19. LIQUIDATION

The Fund Manager and the Title Holder may jointly decide to dissolve and liquidate the Fund or a Sub-Fund. Upon dissolution of the Fund or a Sub-Fund, no further business shall be conducted except for such action necessary for the winding up of the affairs of the Fund or Sub-Fund, as applicable. The balance left after the liquidation shall be paid, in cash or in kind, to the relevant Investors (pro rata to the numbers of Units held by them in the Sub-Fund, against cancellation of these Units).

During such liquidation the Terms and Conditions shall, to the extent possible, remain in full force and effect. For the avoidance of doubt, upon dissolution of the Fund or a Sub-Fund and for the duration of the liquidation, Investors, or Investors in such Sub-Fund, as the case may be, cannot request for redemption of their Units.

20. VOTING POLICY

The Fund Manager has adopted a voting policy setting out the general rules for exercising voting rights on shares in its portfolios and of the Sub-Funds. As part of the ABN AMRO Group, the Fund Manager has adopted a customized voting policy in line with the commitments of ABN AMRO Group, defined by the UN PRI Principles considering ESG issues with a view to act in the best long-term interest of the Investors. The voting policy applies to issuers of Securities in portfolios of all geographical areas, for most of the significant positions in its portfolios, including those of the Sub-Funds, and positions deposited with all custodian institutions the Fund Manager works with. The Fund Manager's approach to corporate governance is expressed through a voting policy that evolves within the framework of UN PRI Principles and also aims to take into account ESG approach of the Fund Manager.

A Socially Responsible Investment-team is responsible for the implementation, monitoring, evaluation and development of the voting policy. The team relies on ISS Governance (<https://www.issgovernance.com/>) for voting recommendations and is responsible for the execution of voting rights.

The voting policy and the annual report can be viewed at the Fund Manager head office or at the Website (<https://www.abnamroinvestmentsolutions.com/en/footer/Regulatory-information.html>).

21. TAXATION

21.1 Corporate Tax - FII Status

The Fund is a taxable entity for Dutch corporate tax purposes (*open fonds voor gemene rekening*, or *fgf*).

The Fund shall opt for the FII status. This means that, provided continuously certain requirements are met, the Fund's net income is taxed at a 0% corporate income tax rate.

As the Fund is a UCITS, the relevant requirements are:

- (i) no more than 20% of the book value of the Fund Investments is financed with debt;
- (ii) annually, within eight (8) months after the Fund's financial year end, the Fund distributes its net current income (if any) in equal proportions over all Units (the so-called distribution requirement);
- (iii) no natural person being an Investor, directly or indirectly, holds an interest in the Fund of 25% or more;
- (iv) no entity being an Investor that is not an FII or UCITS and that is subject to a tax on its profits (or such tax is levied at the level of its equity interest holders), alone, together with any such other entity Investor(s) that are affiliated or under a voting or other cooperation arrangement with such entity Investor(s), holds an interest in the Fund of 45% or more; and
- (v) Dutch resident entity Investors do not hold an indirect interest in the Fund of 25% or more, through non-resident Investor(s) that qualify as funds for joint account or companies with a capital divided in shares.

The distribution requirement applies to gains, whether realised or unrealised. However, the Fund may opt to form a so-called reinvestment reserve as a result of which the gains shall not form part of the distributable income.

If the Fund no longer complies with one or more of the above requirements, the Fund shall retroactively lose its FII status from the start of the financial year in which the Fund no longer complies with the above FII requirements. If the Fund does not comply with the distribution requirement, the Fund shall lose its FII status from the start of the financial year in relation to which the distributions have not been made in accordance with the distribution requirement.

The loss of the FII status would mean that the Fund becomes subject to Dutch corporate tax as an ordinary tax subject at the statutory rates (current (2020) maximum rate is 25%).

Withholding taxes on the Fund's income.

The Fund's income may be subject to Dutch dividend withholding tax at the rate of 15% or foreign withholding taxes at prevailing rates as potentially reduced under the Dutch tax treaty (if any) with the source jurisdiction. The Fund shall make a reasonable effort to obtain such reduced rates, provided that it shall, in its sole discretion, weigh the required effort and related cost against the possible tax treaty benefits expected.

Dividend Tax, Remittance Reduction.

Profit distributions by the Fund shall be subject to Dutch dividend withholding tax (*Wet op de dividendbelasting 1965*) at the statutory rate of 15%, which is creditable or refundable in full for Dutch resident Investors. In principle dividend distributions from the reinvestment reserve may be made without dividend withholding tax.

With respect to Dutch and foreign withholding tax incurred by the Fund on its income, the Fund is entitled to the so-called tax remittance reduction. This means that the Fund must still withhold Dutch dividend withholding tax on profit distributions to the Investors at the rate of 15% but may deduct from its obligation to remit such tax to the Dutch tax authorities all or a portion of any Dutch and foreign withholding taxes incurred on its income.

The remittance reduction is maximised at 15% of the relevant income (to be applied per dividend payment received) of the Fund, and is reduced pro rata the amount of reduction at source or refund of Dutch dividend withholding tax to which certain Investors (e.g. Dutch resident entities that are exempt from Dutch corporate tax and non-resident entities that are entitled to the benefits of a tax treaty with the Netherlands) would be

entitled had the income been distributed to them). The remittance reduction is only available for the amount of foreign withholding tax the Fund would have incurred had it invested directly.

The remittance reduction only applies to income of the Fund of which the Fund is the beneficial owner for Dutch tax purposes.

21.2 Taxation of Investors

Dutch resident taxable entity Investors

Generally, Investors that are resident or deemed to be resident in the Netherlands, without being exempt from Dutch corporate tax or subject to the FII regime, shall be subject to Dutch corporate tax on all income and gains realised in connection with the Units at the statutory rates (current maximum rate is 25%).

Dutch dividend withholding tax withheld by the Fund may be credited against Dutch corporate tax payable or reclaimed, provided the Investor is the beneficial owner for Dutch tax purposes.

Dutch resident natural person being Investors

Generally, and for the purpose of this summary this is assumed, Dutch resident natural persons being Investors shall account for their Units in their so-called box 3 for Dutch personal income tax purposes (*Wet op de inkomstenbelasting 2001*). Please note however, that depending on the circumstance Units may be taxable in box 1 (e.g. employment and business profit) or box 2 (so-called substantial interest profit) instead.

In box 3 (savings and investment income) annually Investors are taxed on a notional basis, i.e. on a deemed return (regardless of the actual return) on the net value of their savings and investments as per the beginning of the taxable year (including Units held at that time) above a tax-free threshold. The deemed return increases with such net value above the threshold (in 3 brackets) from 1.80% to 5.3% (2020 rates). The tax rate is 30% (2020 rate).

Dutch dividend withholding tax withheld by the Fund may be credited against Dutch personal income tax payable or reclaimed, provided the holder of Units is the beneficial owner for Dutch tax purposes.

Non-Dutch resident Investors

Non-Dutch resident Investors normally shall not be subject to Dutch corporate tax or personal income tax with respect to income or capital gains realised in connection with a Unit, unless they have a specific connection with the Netherlands, such as an enterprise or part thereof which is carried on through a permanent establishment in the Netherlands or are holding a substantial interest (5% or more) in the Fund.

An Investor shall not become resident or deemed to be resident in the Netherlands by reason only of the holding of a Unit.

22. CONFLICT OF INTEREST POLICY, TRANSACTIONS AND AGREEMENTS WITH AFFILIATED PARTIES

22.1 Conflict of interest

In the business and operations of the Fund, conflicts of interest may arise between (affiliates of) the Fund Manager, the Fund, other CIS under management of the Fund Manager, the Title Holder, an Investment Manager (if any), the Depository, the Administrator and other service providers to the Fund and Investors.

The Fund Manager, the Title Holder, the Investment Managers (if any), the Depository, the Administrator and their affiliates may from time to time act as manager, legal title holder, depository, administrator, registrar, transfer agent, investment manager, investment adviser or distributor in relation to, or be otherwise involved in, other CIS which have similar investment objectives to those of the Fund and its Sub-Funds. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interests with the Fund. The Fund Manager, the Title Holder, the Investment Managers (if any), the Depository, the Administrator and their affiliates will, at all times, have regard in such event to its obligations under the Terms and Conditions and/or any agreements to which it is party or by which it is bound in relation to the Fund and, in particular, but without limitation to its obligations to act in the best interests of the Investors when undertaking any Fund Investments where conflicts of interest may arise. They shall each respectively endeavour to ensure that such conflicts are resolved fairly and, in particular, the Fund Manager and the Investment Managers (if any) shall agree to act in a manner which it in good faith considers fair and equitable in allocating investment opportunities to the Sub-Fund(s) as appropriate.

The Terms and Conditions provide that the Fund Manager may accept the estimate of a competent person when determining the probable realisation value of unlisted securities. The Fund Manager may accept an estimate provided by an Investment Manager for these purposes and Investors should be aware that in these circumstances a possible conflict of interest may arise as the higher the estimated probable realisation value of the security, the higher the fees payable to such Investment Manager.

There is no prohibition on dealing in the Fund Investments by entities related to the Depository, an Investment Manager and the Administrator provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length and in the best interests of the Investors.

In placing orders with brokers and dealers to make purchases and sales for the Sub-Fund(s), the Fund Manager and/or an Investment Manager will seek to obtain Best Execution for the Sub-Fund(s). In determining what constitutes Best Execution, the Fund Manager and/or an Investment Manager may consider factors it deems relevant, including, but not limited to, the breadth of the market in the security, the price of the security, the financial condition and execution capability of the broker or dealer and the reasonableness of the commission, if any, for the specific transaction, on a continuing basis. The Fund Manager and/or an Investment Manager may consider the brokerage and research services, provided to the Fund Manager and/or Investment Manager or their respective affiliates. Information and research services furnished by brokers or dealers through which or with which a Sub-Fund effects Securities transactions may be used by the Fund Manager and/or an Investment Manager in advising other CIS or accounts and, conversely, information and research services furnished to the Fund Manager and/or Investment Manager by brokers or dealers in connection with other funds or accounts that it advises may be used in advising a Sub-Fund. An Investment Manager may cause the Sub-Funds to pay a brokerage commission that is higher than may be charged by another member of an exchange, broker, or dealer, if it determines in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such member, broker, or dealer, viewed in terms of either that particular transaction or its overall responsibilities with respect to the relevant Sub-Fund and/or other accounts over which the Investment Manager or its affiliates exercise investment discretion. The benefits provided under any soft commission arrangements must assist in the provision of investment services to the relevant Sub-Fund. Any soft commission arrangements will be disclosed in the periodic reports of the relevant Sub-Fund.

A director of the Fund Manager or an Investment Manager may be a party to, or otherwise interested in, any transaction or arrangement in which a Sub-Fund is interested. The directors shall endeavour to ensure that any conflict of interest is resolved fairly.

Subject to the provisions of this chapter, an Investment Manager may invest in and deal in Units relating to any Sub-Fund for their respective individual accounts or for the account of someone else. There will be no obligation on the part of the Investment Manager to account to the relevant Sub-Fund for any benefits so

arising, and any such benefits may be retained by the relevant party, provided that transactions relating to the subscription for, conversion of or redemption of Units are carried out in accordance with the terms of this Prospectus.

From time to time conflicts may arise between the Depositary and the delegates or sub-delegates, for example where an appointed delegate or sub-delegate is an affiliated group company which receives remuneration for other custodial services it provides to the Fund. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will have regard to applicable laws. Up-to-date information regarding the duties of the Depositary, any conflicts of interest that may arise and the Depositary's delegation arrangements will be made available to Investors by the Fund Manager on request.

22.2 Transactions

The Fund may engage in transactions with affiliated parties of the Fund Manager. Possible types of transactions with affiliated parties include the purchase and sale of Fund Assets or the investment in affiliated CIS. These transactions will take place at arms' length terms.

22.3 Agreements

Schedule 4 sets out the main features of agreements the Fund Manager has entered into with affiliated parties.

These transactions and agreements take place under market conditions based on independent determination of the value of the Fund Assets or Units.

23. AUDITOR'S REPORT

ASSURANCE REPORT OF THE INDEPENDENT AUDITOR

To the Manager of

ABN AMRO FGR

Our opinion

In accordance with section 4:49, subsection 2, under c, of the Wet op het financieel toezicht (Wft, Act on Financial Supervision), we have examined the prospectus of ABN AMRO FGR, an open-ended umbrella fund for joint account established under the laws of the Netherlands based in Amsterdam.

In our opinion the prospectus dated 16 October 2020 of ABN AMRO FGR contains, in all material respects, at least the information required by or pursuant to the Wft for a prospectus of an undertaking for collective investment in transferable securities.

BASIS FOR OUR OPINION

We performed our examination in accordance with Dutch law, including Dutch Standard 3000A 'Assurance-opdrachten anders dan opdrachten tot controle of beoordeling van historische financiële informatie' (attest-opdrachten) assurance engagements other than audits or reviews of historical financial information (attestation engagements)]. This engagement is aimed to obtain reasonable assurance. Our responsibilities in this regard are further described in the 'Our responsibilities for the examination of the prospectus' section of our report.

We are independent of ABN AMRO FGR in accordance with the 'Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten' (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence) and other relevant independence requirements in The Netherlands. Furthermore we have complied with the 'Verordening gedrags- en beroepsregels accountants' (VGBA, Dutch Code of Ethics).

We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

RELEVANT MATTERS RELATING TO THE SCOPE OF OUR EXAMINATION

Our examination consists of determining whether the prospectus contains the required information, which means we did not examine the accuracy of the information included in the prospectus.

Section 4:49, subsection 2 under a of the Wft requires that the prospectus of an undertaking for collective investment in transferable securities contains the information which investors need in order to form an opinion on the undertaking for collective investment in transferable securities and the costs and risks attached to it.

Based on our knowledge and understanding, acquired through our examination of the prospectus or otherwise, we have considered whether material information is omitted from the prospectus. We did not perform additional assurance procedures with respect to section 4:49, subsection 2 under a of the Wft.

Our opinion is not modified in respect of these matters.

RESPONSIBILITIES OF THE MANAGER FOR THE PROSPECTUS

The manager is responsible for the preparation of the prospectus that contains at least the information required by or pursuant to the Wft for a prospectus of an undertaking for collective investment in transferable securities.

Furthermore, the manager is responsible for such internal control as it determines is necessary to enable the preparation of the prospectus that is free from material omission, whether due to fraud or error.

OUR RESPONSIBILITIES FOR THE EXAMINATION OF THE PROSPECTUS

Our objective is to plan and perform our examination in a manner that allows us to obtain sufficient and appropriate assurance evidence for our opinion.

Our examination has been performed with a high, but not absolute, level of assurance, which means we may not detect all material omissions in the prospectus due to error and fraud.

We apply the 'Nadere voorschriften kwaliteitssystemen' (NVKS, regulations for quality management systems) and accordingly maintain a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Our examination included among others:

- identifying and assessing the risks of material omissions of information required by or pursuant to the Wft in the prospectus, whether due to errors or fraud, designing and performing assurance procedures responsive to those risks, and obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material omission resulting from fraud is higher than for one resulting from errors, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- obtaining an understanding of internal control relevant to the examination in order to design assurance procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control of the manager of ABN AMRO FGR.

Rotterdam, 16 October 2020

MAZARS ACCOUNTANTS N.V.

C.A. Harteveld RA

24. DECLARATION OF THE FUND MANAGER

The Fund Manager declares that the Fund and the Sub-funds, the Title Holder, the Fund Manager, the Depositary and the Prospectus itself are compliant with the rules laid down by or pursuant to the DFSA.

SCHEDULE 1. TERMS AND CONDITIONS

TERMS AND CONDITIONS OF MANAGEMENT AND CUSTODY

(Voorwaarden van beheer en bewaring)

of

ABN AMRO FGR

Dated 16 October 2020

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1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms used in the Terms and Conditions shall (unless the context requires otherwise) have the following respective meanings:

Accounting Date	the date by reference to which the annual accounts of each Sub-Fund shall be prepared and shall be 31 December in each year or such other date as the Fund Manager shall determine from time to time; the first Accounting Date shall be 31 December 2020.
Accounting Period	any period ending on an Accounting Date and beginning on the day following the last preceding Accounting Date or the date of the initial issue of Units of a Sub-Fund, as the case may be.
AFM	means the Netherlands Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>).
AMF	means <i>Autorité des Marchés Financiers</i> .
Base Currency	means the currency of a Sub-Fund as specified in the Supplement.
Benchmark Index	means an index (or other references such as an absolute level of performance) which gives a point of reference for evaluating a Sub-Fund's performance, as specified at the level of a Sub-Fund.
Business Day	means any day on which banks in the Netherlands and/or relevant exchanges or banks outside the Netherlands are open for the execution of transactions or transmission of orders, in all cases at the sole discretion of the Fund Manager.
CIS	means a collective investment scheme.
Conversion Fee	means the fee payable by an Investor that wishes to convert some or all of his Units of a specific Unit Class of in a Sub-Funds to Units of a different Unit Class or Sub-Fund, as set out in chapter 16.7 of the Prospectus and in the Supplement for the relevant Sub-Fund.
Costs	all disbursements, costs, charges, legal and other professional fees and expenses of every kind properly incurred by the Fund Manager, the Depositary, the Title Holder or any direct or indirect delegate of each of them on behalf of the Fund or any of its Sub-Funds, together with any VAT (if any) on such disbursements, costs, charges, fees and expenses.
Dealing Deadline	means in relation to applications for subscription, redemption or conversions of Units in a Sub-Fund, 16:00 Central European Time on the Business Day immediately preceding a Valuation Day.
Depositary	means State Street Bank International GmbH, Amsterdam Branch, the depositary (<i>bewaarder</i>) as referred to in section 4:62m DFSA, or such other depositary as may be appointed by the Fund Manager in accordance with these Terms and Conditions as the Depositary of a Sub-Fund from time to time.

Depository Agreement	means the depository agreement between the Fund Manager, the Title Holder and the Depository.
Derivative	means a financial instrument, product or index which is not a direct investment, but instead derives its economic characteristics from the economic characteristics of one of more direct or derivative financial instruments, products or indexes.
DFSA	means the Dutch Act on Financial Supervision (<i>Wet op het financieel toezicht</i>) and lower rules and regulations pursuant thereto, as may be amended from time to time.
Directive	means the Directive 2009/65/EC of the European Parliament and of the council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as may be amended from time to time.
euro or EUR	means the lawful currency of the participating member states of the European Union.
FATCA	means the U.S. Foreign Account Tax Compliance Act.
FII	means fiscal investment institution (<i>fiscale beleggingsinstelling</i>) within the meaning of section 28 of the Dutch corporate income tax act (<i>Wet op de vennootschapsbelasting 1969</i>).
Fund	means ABN AMRO FGR, being an open-ended umbrella investment fund for the joint account (<i>fonds voor gemene rekening</i>) comprising of Sub-Funds investing for the purpose of collective investment by the Investors, which is constituted under the laws of the Netherlands by these Terms and Conditions.
Fund Assets	means the Fund Means and the Fund Investments of a Sub-Fund.
Fund Fees	means the fees set out in clause 16.
Fund Investments	means any investment made by a Sub-Fund, including but not limited to all Securities, Derivatives, commodities, investments in CIS's, and/or other assets (<i>goederen</i>) other than Fund Means that are acquired by the Title Holder and held by the Title Holder in its own name for the account and risk of the Investors in a Sub-Fund.
Fund Manager	means ABN AMRO Investment Solutions S.A., or such other Fund Manager as may be appointed from time to time in accordance with these Terms and Conditions.
Fund Means	means cash and cash equivalents that are acquired by the Title Holder and held by the Title Holder in its own name for the account and risk of the Investors in a Sub-Fund.
Fund Obligations	means the liabilities which the Title Holder assumes and/or incurs in its own name for the account and risk of the Investors in a Sub-Fund.

High Water Mark or HWM	means the highest Net Asset Value of a Sub-Fund as at the end of any previous Accounting Period on which the Performance Fee becomes payable to the Fund Manager.
Hurdle Rate	means the performance of a Benchmark Index (or other references such as an absolute level of performance) as specified at the level of a Sub-Fund.
Initial Issue Price	means the price per Unit at which Units are initially offered in a Sub-Fund during the Initial Offer Period.
Initial Offer Period	means the initial period during which Units in a Sub-Fund are initially offered at the Initial Issue Price as specified in the Supplement for the relevant Sub-Fund or such other offer period in substitution as the Fund Manager may from time to time in its discretion determine in a particular case.
internal sub-portfolio	has the meaning given to such term in clause 15.3.
Investment Manager	means an investment manager to which the Fund Manager has delegated the execution of (part of) the investment policy of a Sub-Fund.
Investor	means a person or entity that participates in the Fund in accordance with the Subscription Form and these Terms and Conditions.
Issue Price	means the Net Asset Value per Unit at which Units are offered at a Valuation Day following the Initial Offer Period.
KIID	means the Key Investor Information Document.
Launch Date	means the first date that the Units in the Fund or a Sub-Fund are issued to Investors.
Management Fee	means the fee payable to the Fund Manager as set out in clause 17.1 and the Supplement for each Sub-Fund.
Member State	means a member state of the European Union.
Minimum Holding	in respect of a Sub-Fund means either a holding of Units in the relevant Sub-Fund or any Unit Class the value of which by reference to the Net Asset Value per Unit is not less than such amount as may be determined by the Fund Manager from time to time or such minimum number of Units as the Fund Manager may determine and set out in the Supplement for the relevant Sub-Fund.
Minimum Initial Investment Amount	means such minimum initial amount that must be invested by each applicant for Units in a Sub-Fund, as the Fund Manager may determine and as set out in the Prospectus or the Supplement for a specific Sub-Fund.
Minimum Net Asset Value	means such amount (if any) as the Fund Manager considers for each Sub-Fund and as set out in the Supplement for the relevant Sub-Fund.

Net Asset Value	means the balance of the value of the Fund Assets and the value of the Fund Obligations, determined in accordance with clause 15 and as further explained in chapter 15 in the Prospectus.
Net Asset Value per Unit	means: <ul style="list-style-type: none"> (i) in case of a Sub-Fund with different Unit Classes: the relevant Net Asset Value per Unit Class divided by the number of Units in issue within such Unit Class; and (ii) in case of a Sub-Fund without different Unit Classes: the Net Asset Value of such Sub-Fund divided by the number of Units in issue within such Sub-Fund.
Net Profit	the Profit of a Sub-Fund reduced by the Costs attributable to such Sub-Fund in accordance with clause 16.
OCF	means the ongoing charges figure, which includes all costs charged to a Sub-Fund during the reporting period, with the exception of costs related to subscription, conversion and redemption of Units of a Sub-Fund, costs from fee sharing agreements, any performance fees, investment transaction costs and interest charges on bank accounts.
OTC	means over-the-counter or an asset traded other than on a Regulated Market or other market in financial instruments.
Performance Fee	means the performance fee payable to the Fund Manager from time to time as set out in clause 17.2.
Profit	all income earned by a Sub-Fund during an Accounting Period.
Prospectus	means the prospectus relating to the Fund and its Sub-Funds including the Supplements, schedules and annexes thereto, as amended from time to time.
Redemption Amount	means the aggregate amount paid to an Investor following the redemption of some or all of such Investor's Units, being the equivalent of the Redemption Price for the redeemed Units decreased by the Redemption Fee.
Redemption Fee	means the surcharge or levy charged on a redemption of Units as referred to in clause 11.6.
Redemption Form	means the standard form through which a request for redemption of Units is made.
Redemption Price	means the Net Asset Value per Unit as at the relevant Valuation Day.
Register	means the register in which the names, addresses and other data of all Investors are recorded and which states the particulars of their Units, including without limitation the relevant Unit Class.
Regulated Market	means the stock exchanges and/or regulated markets that are set out in Schedule 3 (<i>List of Regulated Markets</i>) of the Prospectus.

Schedule	means a schedule to the Prospectus.
Security	means a transferable security within the meaning of the Directive.
Settlement Date	means in respect of receipt of monies for subscription for Units or dispatch of monies for the repurchase of Units, the date specified in the Supplement for the relevant Sub-Fund not being later than three (3) Business Days following the Valuation Day.
Sub-Fund	means a sub-fund of the Fund, each Sub-Fund constituting a separate part of the assets of the Fund, as may be represented by different classes of Unit Classes, and having its own characteristics, such as investment policy, fee structure and risk profile. The specifications for each a Sub-Fund are described in the Supplement for such Sub-Fund.
Subscription Amount	means the amount invested by an Investor in a Sub-Fund in exchange for Units increased with the Subscription Fee (if any).
Subscription Fee	means the surcharge or levy as referred to in clause 10.4.
Subscription Form	means the subscription form between the Title Holder, the Fund Manager and each of the Investors separately, pursuant to which an Investor acquires (additional) Units in a Sub-Fund, such in the form as the Fund Manager may determine from time to time.
Subscription Price	means the price payable for the Units to which the Subscription relates, determined in accordance with clause 9 of these Terms and Conditions.
Supplement	means the supplement to the Prospectus describing the facts, specifics and information for a Sub-Fund.
Terms and Conditions	means these terms and conditions of management and custody (<i>voorwaarden van beheer en bewaring</i>) of the Fund, as may be amended from time to time.
Title Holder	means Stichting Juridisch Eigendom ABN AMRO Investment Solutions or such other legal title holder as referred to in section 4:44 DFSA, as may be appointed from time to time in accordance with these Terms and Conditions.
US Person	shall have the meaning prescribed in Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act") and thus shall include (i) any natural person resident in the United States; (ii) any partnership or corporation organised or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a US Person; (iv) any trust of which any custodian is a US Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; (A) any discretionary account dealer or other fiduciary organised or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if (A) organised or incorporated under the laws of any foreign jurisdiction; and (B) formed by

a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned by accredited investors (as defined in Rule 501 (a) under the Securities Act) who are not natural persons, estates or trusts.

UCITS means an undertaking for collective investment in transferable securities within the meaning of the Directive.

Unit means a unit in which the rights of the Investors to the Net Asset Value have been divided, each such unit representing an equal interest to the Net Asset Value without priority or preference one over the other, on the understanding that the Sub-Funds may also issue fractions of Units, expressed up to three decimal places as determined by the Fund Manager for each Sub-Fund, except for those currencies for which decimals are not used

Unit Class means a specific, separate class of Units of a Sub-Fund, each Unit Class representing its own specific subscription, conversion and redemption charge structure, fee structure or Minimum Holding.

Valuation Day means the Business Day by reference to which the Net Asset Value of a Sub-Fund and the Net Asset Value per Unit are calculated as specified in the Supplement for the relevant Sub-Fund, provided that there shall be at least one Valuation Day per fortnight.

VAT means:

- (i) value added tax levied pursuant to the VAT Directive (2006/112/CE) as implemented in the laws of the relevant Member State, and
- (ii) any tax of similar nature levied by reference to added value, sales and/or consumption.

Website means www.abnamroinvestmentsolutions.com.

Wwft means the Dutch Prevention of Money-Laundering and Terrorist Financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*)

1.2 In construing the Terms and Conditions, unless otherwise specified:

- (a) reference to the singular include the plural and vice versa and use of any gender includes the other genders;
- (b) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (c) a reference to any other document referred to in these Terms and Conditions is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of these Terms and Conditions) at any time;
- (d) references to “person” are references to companies, corporations and all bodies which, under the jurisdiction applicable thereto, have legal personality, and all natural persons;

- (e) heading and titles as well as subheadings and subtitles are for convenience only and do not affect the interpretation of these Terms and Conditions; and
- (f) the words “written” and “in writing” include any message transmitted by current means of communication and received in writing, including messages transmitted by fax and e-mail.

2. NAME, DURATION AND PURPOSE

- 2.1** The name of the Fund is: **ABN AMRO FGR**.
- 2.2** The Fund is established for an indefinite period.
- 2.3** The purpose of the Fund is to act as a UCITS and therefore holding specific transferable financial instruments and other liquid assets. The Fund Investments shall be made for the account and risk (*rekening en risico*) of the Investors, using the capital raised from the Investors. The Fund operates based on risk spreading with a view that the Investors share in the Profits arising from the Fund Assets.

3. STRUCTURE AND STATUS

- 3.1** The Fund is an open-ended umbrella fund for joint account (*fonds voor gemene rekening*) established and existing under the laws of the Netherlands. The Fund is not a legal entity, but a contractual arrangement *sui generis* between the Fund Manager, the Title Holder and each of the Investors separately, governing the Fund Assets and the Fund Obligations acquired or assumed by the Fund Manager or the Title Holder for the account and risk of the Investors. These Terms and Conditions do not create an agreement or partnership (*maatschap, vennootschap onder firma* or *commanditaire vennootschap*) between Investors and are not designed to form a collaboration between Investors.
- 3.2** The Fund is comprised of one or more Sub-Funds. Each Sub-Fund has a specific name that identifies the Fund Investments of that Sub-Fund and has its own investment policy, risk profile, administration and Net Asset Value.
- 3.3** A Sub-Fund may comprise of different Unit Classes. The Fund Assets of all the Unit Classes of a Sub-Fund will be commonly invested, but each Unit Class may have different charging structures, different Base Currencies or gains/losses on and costs of different financial instruments employed for currency hedging between the Base Currency of a Sub-Fund and the designated currency of the relevant Unit Class. The specifics of each Sub-Fund are described in the relevant Supplement for such Sub-Fund.
- 3.4** The Fund Manager together with the Title Holder shall enter into rights and obligations of the Fund in their capacity as manager (*beheerder*) and legal titleholder (*juridisch eigenaar*), respectively.
- 3.5** The Fund and all of its Sub-Funds intend to apply the FII-regime as set out in section 28 of the Dutch corporate income tax act 1969 (*Wet op de vennootschapsbelasting 1969*).

4. INVESTMENT POLICY

- 4.1** The specific investment objectives, restrictions and policies of each Sub-Fund are outlined in the relevant Supplement for such Sub-Fund.

5. FUND MANAGER

- 5.1** The Fund Manager will act as the manager (*beheerder*) of the Fund. The Fund Manager shall have the authority and discretion to determine and implement the general investment policy of the Fund as well

as the specific investment objective and policies of the Sub-Funds, in accordance with the Prospectus, the relevant Supplements and these Terms and Conditions.

5.2 The Fund Manager shall act honestly, fairly, professionally, independently and solely in the interest of the Investors. The Fund Manager shall neither be permitted to represent an Investor nor bind an Investor vis-à-vis third parties.

5.3 With due observance of these Terms and Conditions, the Fund Manager has the authority to undertake all functions included in the activity of collective portfolio management, including but not limited to:

- (a) select, acquire, hold, manage and dispose of the Fund Assets;
- (b) exercise the statutory and contractual voting rights and any other rights attached to or concerning the Fund Assets;
- (c) assume Fund Obligations under transactions in Securities, whereby such obligations may be secured against the Fund Assets, provided that these transactions are on a temporary basis for liquidity purposes;
- (d) enter into, perform or terminate agreements of any nature necessary or incidental to its management duties, powers and authorities pursuant to these Terms and Conditions;
- (e) bring, defend, settle or comprise any legal or other actions related to the purpose of the Fund or a Sub-Fund;
- (f) employ, retain or enter into agreements or other undertakings in connection with the management and operation of the Fund's business, including, without limitation, custody banks, brokers, investment banks, fund administrators, auditors, legal advisers, consultants, or any other agents, in each case on such terms and conditions as the Fund Manager deems advisable; and
- (g) engage in any lawful activity of any nature, necessary or advisable in connection with the accomplishment of the investment objective(s) of the Fund or any of its Sub-Funds.

5.4 The Fund Manager may delegate its rights, obligations, duties and tasks hereunder to third parties other than the Depositary, in each case in accordance with and within the limits prescribed by the Directive. A reference to the Fund Manager shall include a reference to a delegate, if applicable. The Fund Manager shall remain responsible for the performance or non-performance of the rights, obligations, duties and tasks so delegated.

5.5 The Fund Manager shall not be liable, except in case of wilful misconduct (*opzet*), gross negligence (*grove nalatigheid*), fraud on its part or any conduct that materially violates the provisions of these Terms and Conditions. The previous sentence equally applies in respect of any rights, obligations, duties or tasks delegated to a third party.

6. TITLE HOLDER

6.1 The legal title to the Fund Assets and the Fund Obligations shall be held or assumed in the name of the Title Holder for the account and risk (*rekening en risico*) of the Investors of the relevant Sub-Fund, in accordance with the terms of the Prospectus and the relevant Supplement.

6.2 The Title Holder hereby grants full irrevocable power of attorney to the Fund Manager to:

- (a) cause the Fund Assets and/or Fund Obligations to be acquired, assumed, held, disposed of, or assigned to, in the name of the Title Holder for the risk and account of the Investors;
- (b) exercise the statutory and contractual voting rights and any other rights attached to or concerning the Fund Assets and/or Fund Obligations; and
- (c) perform any legal or other acts that are necessary for or conducive to the attainment of the investment objectives of the Fund and the Sub-Funds.

6.3 The Title Holder shall not be liable, except in case of wilful misconduct (*opzet*), gross negligence (*grove nalatigheid*), fraud on its part or any conduct that violates the provisions of these Terms and Conditions. The previous sentence equally applies if the Title Holder has delegated or entrusted a third party with any of its tasks or duties.

7. DEPOSITARY

7.1 The Depositary shall act as the depositary (*bewaarder*) of the Fund and its Sub-Funds.

7.2 With due observance of these Terms and Conditions and the Depositary Agreement, the Depositary shall:

- (a) hold in custody all financial instruments capable of being registered or held in segregated financial instruments accounts opened in the name of the Fund and each Sub-Fund, in the Depositary's books and all financial instruments capable of being physically delivered to the Depositary;
- (b) verify the ownership of all Fund Assets and Fund Obligations and maintain and keep up-to-date a record of the Fund Assets and Fund Obligations owned by the Fund and each Sub-Fund, so that they can be clearly identified as belonging to the Fund and the relevant Sub-Fund in accordance with the applicable law at all times;
- (c) ensure effective and proper monitoring of the cash flows of the Fund and each Sub-Fund, including payments from and to Investors in connection with the issuance, conversion and/or redemption of Units;
- (d) calculate the value of the Units in accordance with the applicable Dutch legislation, the Prospectus, the Supplements and these Terms and Conditions; and
- (e) be responsible for certain oversight obligations in respect of the Fund and each Sub-Fund and all other responsibilities entrusted to a depositary according to applicable law.

7.3 The duties and functions pursuant to paragraphs (c) through (e) of clause 7.2 may not be delegated by the Depositary.

7.4 The Depositary shall notify the Fund Manager and the Title Holder of the information that it reasonably determines necessary to accurately perform its duties and functions as depositary of the Fund and its Sub-Funds. The Fund Manager and the Title Holder shall provide the Depositary with all such information.

7.5 The Depositary shall hold the Fund Means of the Fund and its Sub-Funds at the discretion of the Title Holder:

- (a) in anticipation of the selection and acquisition of suitable Fund Investments, and

- (b) to maintain enough liquidity to meet payment obligations arising in connection with (i) the regular performance of the investment policy and (ii) the redemption of Units.

7.6 The Depository may use the Fund Assets to pay fees, costs and expenses incurred by or charged to the Fund Manager, the Title Holder or the Depository in connection with such Fund Assets, subject to the prior approval of the Fund Manager.

8. UNITS

8.1 Each Unit shall be issued as a Unit in a specific Sub-Fund in accordance with and subject to the provisions of clause 10.

8.2 Each Unit in a Sub-Fund shall be beneficially entitled to a part of the Fund Assets and the Fund Obligations of the relevant Sub-Fund in proportion to the total number of Units issued in respect of such Sub-Fund, provided that in the event that different Unit Classes are issued in respect of a Sub-Fund, each Unit of such Unit Class shall be beneficially entitled to a part of the Fund Assets and the Fund Obligations allocable to the relevant Unit Class of such Sub-Fund in proportion to the total number of Units of such Unit Class issued in respect of such Sub-Fund.

8.3 The liability of each Investor shall be limited to the Issue Price of Units for which the Investor has agreed to subscribe. Except to the extent expressly provided for in these Terms and Conditions, no Investor shall incur or assume any liability or be required to make any payment in excess of the Issue Price upon subscription to the Title Holder or the Fund Manager in respect of the Units held by it.

8.4 Units shall be issued in registered form and no certificates of ownership shall be issued.

9. REGISTER

9.1 All Units in issue are recorded in the Register. The inscription of an Investor in the Register evidences such Investor's right of ownership to the Units registered in his/her/its name.

9.2 The Register shall be conclusive evidence regarding the ownership of the Units by the person in whose name such Units are registered and no notice, whether actual or constructive, of any trust, express, implied or constructive, shall be binding on the Fund Manager. Any amounts payable in respect of the Units shall accrue to the person in whose name the Units are registered. The transfer of such amount payable to the person in whose name the Units have been registered shall discharge the Title Holder and the Fund Manager of their payment obligation.

9.3 The Register shall be kept by the Fund Manager at its registered office or at such other place as the Fund Manager may determine. The Fund Manager may delegate the keeping of the Register to a third party.

9.4 The Register shall contain the following information:

- (a) the name and address or registered office address of the person in whose name the Units (of a Unit Class) are registered;
- (b) the number of Units and the Unit Class held by the relevant person;
- (c) the name of the relevant Sub-Funds in respect of which the Units (of a specific Unit Class) have been issued; and

- (d) the date on which the relevant person acquired the Units registered in his/her/its name and the date of cessation of ownership.

9.5 Where two or more persons are registered as the holders of any Units they shall be deemed to hold the same as joint tenants, subject to the following:

- (a) the joint holders of any Units shall be liable, severally, as well as jointly, in respect of all payments which ought to be made in respect of such Units;
- (b) anyone of such joint holders of Units may give effectual receipts for any profit payment, bonus or return of capital payable to such joint holders;
- (c) only the first-named of the joint holders of a Unit shall be entitled to delivery of the confirmation of entry on the Register relating to such Unit. Any confirmation of entry on the Register delivered to the first-named of joint holders shall be effective delivery to all, and any notice given to the first-named of joint holders shall be deemed notice given to all the joint holders;
- (d) the instruction or approval or consent as the case may be of the first-named of joint holders shall be accepted to the exclusion of the instruction or approval or consent of the other joint holders; and
- (e) for the provisions of these Terms and Conditions, the first-named shall be determined by the order in which the names of the joint holders stand in the Register.

9.6 Any communication to the Unitholders shall be sent to the address registered in the Register, or by such other means as set forth in the Prospectus or as determined by the Fund Manager.

9.7 Any change of name, address or other information on the part of any person that is entered in the Register, shall forthwith be notified to the Fund Manager or to the third party delegated by the Fund Manager to keep the register, in the manner as determined by the Fund Manager. Subject to compliance with applicable procedures determined by the Fund Manager from time to time, the Fund Manager shall make such entry in the Register or cause such entry to be made.

10. ISSUE OF UNITS

10.1 The Fund Manager shall have the exclusive right to effect for the account of the relevant Sub-Fund or Sub-Funds the creation and issue of such number of Units as the Fund Manager may, at its sole discretion, from time to time determine, in accordance with and subject to the provisions of this clause 10.

10.2 Each Unit shall be issued as a Unit or Unit Class in a Sub-Fund and shall be identified by name as such. Upon the issue of a Unit, the Fund Manager shall allocate the proceeds of such issue to the appropriate Sub-Fund.

10.3 The Fund Manager shall, before the initial issue of Units in any Sub-Fund, determine the Initial Offering Period, the Initial Offer Price and other terms upon which the initial offering of Units of that Sub-Fund shall be made.

10.4 Any subsequent issue of Units shall be effected at a price equal to the Net Asset Value per Unit of the relevant Unit Class or Sub-Fund on the Valuation Day with effect from which Units are to be issued. A Subscription Fee may be charged and paid to the relevant Sub-Fund.

- 10.5** Units will be issued with effect from a Valuation Day in respect of applications on or prior to the Dealing Deadline. Valuation Days and the Dealing Deadline relating to each Sub-Fund are specified in the relevant Supplement. The Fund Manager may at its sole and absolute discretion nominate additional Valuation Days for subscriptions for Units and Investors shall be notified thereof in advance.
- 10.6** Any person applying for Units shall complete a Subscription Form, together with such other documents, in such form as the Fund Manager may from time to time prescribe and shall comply with such conditions as may be prescribed by the Fund Manager which may include the provision of such information or declarations as the Fund Manager may require as to the identity, status and residence of an applicant and otherwise as the Fund Manager may require. All applications must be received by the Fund Manager in writing or by fax or by such electronic means as the Fund Manager or relevant service provider may determine at its place of business for these Terms and Conditions by such time as may be specified in the then current Prospectus issued in respect of the Fund. Any application received after the time so specified shall be deemed to have been made in respect of the Valuation Day following the relevant Valuation Day provided that the Fund Manager shall have discretion to accept any application received after such time but prior to the relevant Dealing Deadline. There will be no discretion for the Fund Manager to accept applications in any circumstances after the close of business in the relevant market that closes first on the relevant Valuation Day.
- 10.7** The Fund Manager shall have absolute discretion to accept or reject in whole or in part any application for Units without assigning any reason therefor. Any Unit Class may be closed for subscription either temporarily or permanently at the discretion of the Fund Manager. Where an application for Units is rejected, the subscription moneys shall be returned to the person at the risk of the person and without interest.
- 10.8** Fractions of Units (calculated to such number of decimal places as the Fund Manager may determine at its discretion and as disclosed in the Prospectus) may be issued at the discretion of the Fund Manager.
- 10.9** Persons wishing to subscribe for Units shall ensure receipt by the Depositary in the account in the name of the Title Holder of the price payable therefor in accordance with these Terms and Conditions and, in the event of late settlement, may be required to compensate the relevant Sub-Fund for the amount of any loss arising as a result, which shall be conclusively determined by the Fund Manager and otherwise shall comply with such terms and conditions, including, without limitation, any requirement as to Minimum Initial Investment Amount and/or Minimum Holding, as the Fund Manager may from time to time determine.
- 10.10** Applications for Units shall be accepted in the Base Currency or the currency of denomination of the Unit Class at the discretion of the Fund Manager. Moneys subscribed in a currency other than the Base Currency or the currency of denomination of the Unit Class at the discretion of the Fund Manager shall be converted by the Fund Manager to the Base Currency or the currency of denomination of the Class at the discretion of the Fund Manager at what the Fund Manager considers to be the prevailing exchange rate and such subscription shall be deemed to be in the amount so converted net of all applicable bank charges. No Units shall be issued unless subscription moneys in respect of such Units have been paid into the Fund Means of the relevant Sub-Fund within the usual time limits. Issue of Units may take place provisionally notwithstanding that cleared funds have not been received by the Fund Manager.
- 10.11** If subscription moneys in cleared funds have not been received by the Fund Manager at such time as is specified in the Prospectus, the Fund Manager or its delegate shall have the right to cancel any allotment and/or charge the applicant interest at such rate as may be disclosed in the Prospectus from time to time and other losses, charges or expenses suffered or incurred by the Fund Manager as a

result of late payment or non-payment of subscription moneys and the Fund Manager shall have the right to sell all or part of the applicant's holding of Units in order to meet such charges. All subscription moneys received by the Depositary for the account of a Sub-Fund shall be held as part of the Fund Means of the relevant Sub-Fund.

- 10.12** The Fund Manager may temporarily borrow for the account of a Sub-Fund an amount equal to the subscription (subject to a limit of 10% of net Fund Assets of the relevant Sub-Fund) and invest the amount borrowed in accordance with the investment objective and policies of the relevant Sub-Fund. Once the required subscription moneys have been received, the Fund Manager will use these moneys to repay the borrowings. The Fund Manager reserves the right to charge the relevant Investor for any interest or other costs incurred by the relevant Sub-Fund as a result of this borrowing. If the Investor fails to reimburse the Sub-Fund for those charges, the Fund Manager and/or the relevant Investment Manager shall have the right to sell all or part of the applicants holdings of Units in the relevant Sub-Fund or any other Sub-Fund in order to meet those charges.
- 10.13** Following receipt by the Depositary of moneys so payable, a written confirmation of ownership shall be issued by the Fund Manager or its delegate to the Investor confirming his holding of Units. The Fund Manager or its delegate shall update the Register to reflect the issue of Units.
- 10.14** The Fund Manager may, at its discretion, from time to time make arrangements for the issue of Units to any person by way of an in-kind contribution of Fund Investments which are in accordance with the investment objectives, policies and restrictions of the relevant Sub-Fund held by such person upon terms so determined as the Fund Manager may think fit but subject to and in accordance with the following provisions:
- (a) the Depositary or the Auditor are satisfied that no material prejudice will result to any (other) existing Investors in the relevant Sub-Fund for which the Units are issued;
 - (b) Units shall not be issued until the Fund Investments shall have been vested in the Depositary or its nominees or sub-depositary to the Depositary's satisfaction;
 - (c) subject to the foregoing any such in-kind issue shall be effected on terms that the number of Units to be issued shall be the number (from the calculation of which, at the discretion of the Fund Manager, fractions of a Unit may be excluded) which would have been issued for cash at the current Net Asset Value against payment of a sum equal to the value of the Fund Investments transferred less such sum as the Fund Manager may consider represents an appropriate provision for any transaction, tax or other incidental costs. A Subscription Fee that is charged to the Investor in respect of an in-kind issue shall be paid in cash by the Investors;
 - (d) the Fund Investments to be transferred to the account of the relevant Sub-Fund shall be valued by applying the method of calculating the value of Fund Investments as set out in clause 19; and
 - (e) there may be paid to the incoming Investors out of the Fund Assets of the relevant Sub-Fund a sum in cash equal to the value at the current price of any fraction of a Unit excluded from the calculation aforesaid.
- 10.15** The issue of Units by the Fund Manager in a Sub-Fund shall be temporarily suspended during any period when the calculation of the Net Asset Value of the relevant Sub-Fund is suspended by the Fund Manager in the circumstances set out in clause 15.5.

10.16 The Fund Manager may impose such restrictions as it may think necessary for the purpose of ensuring that no Units are acquired or held directly or beneficially by:

- (a) a US Person; or
- (b) any person who breached or falsified representations on subscription documents or who appears to be in breach of any law or requirement of any country or governmental authority or by virtue of which such person is not qualified to hold Units including without limitation any exchange control regulations; or
- (c) any person if the holding of the Units by any person is unlawful; or
- (d) any person or persons in circumstances which (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons connected or not, or any other circumstances appearing to the Fund Manager to be relevant), in the opinion of the Fund Manager may result in the Fund incurring any liability to taxation or suffering any other regulatory, pecuniary, legal, taxation or material administrative disadvantage which the Fund or the relevant Sub-Fund or its Investors might not otherwise have incurred or suffered or might result in the Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply; or
- (e) any person whose application is made in violation of the client identification and anti-money laundering requirements pursuant to the Wwft; or
- (f) any person who by virtue of their investment may cause the Fund or any Sub-Fund to lose its fiscal status as described in clause 3.5; or
- (g) any person who does not supply any information or declarations required (which may include tax documentation or supporting documentation for money laundering prevention) within seven days of a request to do so by the Fund Manager and the Fund Manager may reject in its discretion any application for Units by any persons who are so excluded from purchasing or holding Units.

Notwithstanding the above the Fund Manager may reject in its discretion any application for Units by any persons who are so excluded from purchasing or holding Units and the Fund Manager at any time redeem Units held by Unitholders who are so excluded from purchasing or holding Units, pursuant to clause 10.18.

10.17 The Fund Manager shall be entitled to assume without enquiry that none of the Units are held in such a way as to entitle the Fund Manager to give a notice in respect thereof pursuant to clause 10.18, provided that the Fund Manager may upon an application for Units or at any other time and from time to time require such evidence and/or undertakings to be furnished to the Fund Manager in connection with the matters stated in clause 10.16 as the Fund Manager shall in its discretion deem sufficient.

10.18 If a person becomes aware that it is holding or owning Units in contravention of clause 10.16 it shall forthwith in writing request the Fund Manager to redeem such Units in accordance with clause 10.16, unless it has already received a notice under clause 10.19.

10.19 If it shall come to the notice of the Fund Manager or if the Fund Manager shall have reason to believe that any Units are owned directly or beneficially by any person or persons in breach of any restrictions imposed by the Fund Manager, the Fund Manager shall be entitled to:

- (a) give notice (in such form as the Fund Manager deems appropriate) to such person requiring it to request in writing the redemption of such Units in accordance with clause 11; and/or
- (b) as appropriate, compulsorily redeem and/or cancel such number of Units held by such person and may apply the proceeds of such compulsory redemption as is required to discharge any costs incurred because of the holding or beneficial ownership of Units by such person. The aforementioned discharge includes any taxation or withholding tax arising because of the holding or beneficial ownership of Units by such person including, without limitation, any interest or penalties payable thereon.

10.20 If any person upon whom such a notice is served as aforesaid does not within thirty (30) days after such notice has been served request in writing (or by such other means including, without limitation, electronic means, as may be specified in the Prospectus) the Fund Manager to redeem the relevant Units it shall be deemed forthwith upon the expiration of the said thirty (30) days to have requested the redemption of all the Units the subject of such notice and the Fund Manager shall be deemed to be appointed its attorney with authority to appoint any person to sign on its behalf such documents as may be required for the purposes of the redemption. To any such redemption the provisions of clause 11.6 shall apply subject to clause 11.11 save that the deemed request to redeem the Units may not be withdrawn notwithstanding that the determination of the Net Asset Value of the Fund or relevant Sub-Fund may have been suspended under clause 15.5.

10.21 Settlement of any redemption effected pursuant to clause 10.18 or 10.19, shall be made by depositing the redemption moneys or proceeds of sale, by whatever means the Fund Manager deems appropriate, in a bank for payment to the person entitled subject to such consents as may be necessary being obtained. Upon receipt by an Investor of a notice pursuant to clause 10.19 as aforesaid, such person shall have no further interest in such Units or any of them or any claim in respect thereof except the right to claim without recourse to the Fund Manager the redemption moneys so deposited without interest.

10.22 Any person or persons to whom clause 10.16 up to and including 10.21 shall apply shall fully indemnify the Fund Manager, the Title Holder, the Depositary, the relevant Sub-Fund(s) and any Investor for any actions, proceedings, claims, costs, demands, charges, losses, damages or expenses suffered by it or them as a result of such person or persons acquiring or holding Units in the Fund.

11. REDEMPTION OF UNITS

11.1 The Fund Manager shall at any time during the term of a Sub-Fund on receipt by it or by its duly authorised agent of a request from an Investor redeem as at any Valuation Day all or any part of his holding of Units in the relevant Sub-Fund or Unit Class at the Redemption Price. As retained earnings that should be distributed under the FII regime may be included in the Redemption Price, the relevant Sub-Fund may withhold dividend withholding tax on part of the Redemption Price. All requests for the redemption of Units should be made to the Fund Manager and to the relevant service provider (if any) through delivery of a duly signed Redemption Form. The Fund Manager will not accept incomplete redemption requests.

11.2 Redemption requests will only be processed where the Investor's name and account number, and the address and/or fax number to which the contract note should be sent corresponds to the information of the Investor registered in the Register. If the Investor requests that the contract note be sent to a name and/or address which differs from that registered in the Register, written notification of this change must be submitted by the Investor in accordance with clause 9.7 and the original copy of the confirmation of the amended registration in the Register must be received by the Fund Manager or a designated service provider before the order will be processed.

- 11.3** Requests received on or prior to the relevant Dealing Deadline will, subject as mentioned in this chapter and in the relevant Supplement, normally be dealt with on the relevant Valuation Day. Redemption requests received after the Dealing Deadline shall be treated as having been received by the following Dealing Deadline, unless the Fund Manager shall otherwise agree in exceptional circumstances and provided that the redemption requests are received before the relevant Valuation Day.
- 11.4** A redemption request will not be capable of withdrawal after acceptance by the Fund Manager. If requested, the Fund Manager may, in its absolute discretion and subject to the prior approval of the Depositary and notification to all of the Investors, agree to designate additional Valuation Days for the redemption of Units relating to any Sub-Fund.
- 11.5** The Fund Manager shall decline to effect a redemption request that would have the effect of reducing the value of any holding of Units relating to any Sub-Fund below the Minimum Holding for that Unit Class of that Sub-Fund. Any redemption request having such an effect may be treated by the Fund Manager as a request to redeem the Investor's entire holding of that Unit Class.
- 11.6** The Redemption Price for a Unit in a Sub-Fund equals the Net Asset Value per Unit of that Sub-Fund or Unit Class as of the relevant Valuation Day. The Fund Manager may, at its absolute discretion, decide to charge a Redemption Fee for redemption of Units in a specific Sub-Fund or a Unit Class. The maximum Redemption Fee that may be charged is set out in the Supplement for each Sub-Fund.
- 11.7** Following the redemption of Units, the Fund Manager shall pay the Redemption Amount at the relevant Investor's risk and expense by telegraphic transfer to an account in the name of the Investor in the Base Currency (or in such other currency as the Fund Manager shall determine) by the Settlement Date and, in any event, within fourteen (14) calendar days from the relevant Dealing Deadline.
- 11.8** No redemption payment shall be made to an Investor until the original Subscription Form has been received from the Investor and all documentation required by the Fund (including, without limitation, any documents in connection with anti-money laundering procedures) and the anti-money laundering procedures have been completed.
- 11.9** The Fund Manager may, but shall not be obliged to, estimate the value of cash dividends and interest declared or accrued and not yet received by the relevant Sub-Fund as at the relevant Valuation Day, which amount the Fund Manager shall be entitled to retain pending actual receipt and reconciliation of such cash dividends and interest. Upon actual receipt and reconciliation of such cash dividends and interest, the Fund Manager will calculate the Investor's actual entitlement to such cash dividends and interest as of the Valuation Day applicable to the redemption and make a payment to the Investor, taking into account (i) the foreign exchange rate applied to such cash dividend or interest when it is received by the relevant Sub-Fund in a currency other than the Base Currency for such Sub-Fund and (ii) after deducting any relevant fees, costs, charges and expenses payable by the Investor in relation to such cash dividends and interest.
- 11.10** On redemption of Units, the Fund Manager shall remove the name of the Investor from the Register in respect of such Units. Once redeemed Units shall be treated as cancelled and withdrawn.
- 11.11** The Fund Manager may at its discretion limit the number of Units of any Sub-Fund redeemed on any Valuation Day to Units representing ten (10) per cent of the total Net Asset Value of that Sub-Fund on that Valuation Day. In this event, the limitation will apply pro rata so that all Investors wishing to have Units of that Sub-Fund redeemed on that Valuation Day realise the same proportion of such Units. The foregoing will only apply to a Sub-Fund if this is expressly stated in the relevant Supplement of that relevant Sub-Fund. Units not redeemed, but which would otherwise have been redeemed, will be carried forward for redemption on the next Valuation Day and will be dealt with in priority (on a rateable

basis) to redemption requests received subsequently. If requests for redemptions are carried forward for redemption on the next Valuation Day, the Fund Manager or a designated service provider will inform the Investors affected.

- 11.12** The Fund Manager may at its discretion with the consent of the Investor or at the request of the Investor, satisfy a redemption request by a distribution of Fund Investments of the relevant Sub-Fund in kind, provided that such a distribution would not be prejudicial to the interests of the remaining Investors of that Sub-Fund and provided that the asset allocation is subject to the prior approval of the Depositary.
- 11.13** The right of any Investor to request the redemption of Units of any Sub-Fund shall be temporarily suspended during any period when the calculation of the Net Asset Value of the relevant Sub-Fund or attributable to a Unit Class is suspended by the Fund Manager in the circumstances set out in clause 15.5. In such circumstances, the redemption of Units shall be effected on the first Valuation Day immediately following the end of the suspension subject to the provisions of clause 11.11 that apply *mutatis mutandis*.
- 11.14** If an Investor's withholding rate or tax reclaim rate diverges from the other Investors in a Unit Class due to changes in taxation treaties or domestic exemptions affecting that Investor, the Fund Manager may at its discretion exchange that Investor's Units for Units in another Unit Class of the same Sub-Fund.
- 11.15** The Fund Manager and the Title Holder may at their discretion suspend the redemption of Units if:
- (a) the conditions to apply the FII-regime by the Fund or any of its Sub-Funds are no longer met as a result of the redemption;
 - (b) the Fund Manager has objections due to facts and circumstances on the markets where the Fund Assets are traded;
 - (c) the redemption of Units would be prejudicial to the interests of the Investors as a whole or individually; or
 - (d) in case of suspension of valuations as set out in clause 15.5.
- 11.16** The Fund Manager and the Title Holder shall be entitled to redeem all (but not part of) the Units of any Investor:
- (a) if the Investor is dissolved, becomes insolvent, is unable to pay its debts, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy, any other relief under any bankruptcy, insolvency or similar law;
 - (b) if in the Fund Manager's reasonable opinion the tax position of the Title Holder, the Fund, or any of the other Investors is or shall become negatively affected due to the tax status or position or any change therein of the relevant Investor or any other circumstance concerning such Investor;
 - (c) if any Investor, in the opinion of the Fund Manager and Title Holder, fails to comply with the policies of a Sub-Fund in which it participates, adopted to comply with the Wwft or any other law or regulation aimed at the prevention of money laundering and terrorism financing;
 - (d) if any Investor is in the sole opinion of the Fund Manager (and without the need for the Fund Manager to substantiate this) detrimental to a Fund's reputation or the general business activities of the Fund or the Fund Manager and the Title Holder, or the Fund Manager has otherwise reason to redeem the Units; and

- (e) the Depositary has served notice of its intention to retire under the terms of the Depositary Agreement (and has not revoked such notice) and no new Depositary has been appointed by the Fund Manager with the approval of competent authorities within six (6) months of the date of service of such notice.

11.17 Settlement of any redemption effected pursuant to clauses 11.15 and 11.16 shall be made by transferring to the relevant Investor the Redemption Price after deduction of any amount owed by such Investor.

11.18 Any Investor to whom to clauses 11.15 and 11.16 apply, shall fully indemnify the Fund, Fund Manager, the Title Holder, the Depositary, the relevant Sub-Fund(s) and any Investor for any actions, proceedings, claims, costs, demands, charges, losses, damages or expenses suffered by it or them as a result of such person or persons acquiring or holding (directly or beneficially) Units.

12. CONVERSION OF UNITS

12.1 Unless the Fund Manager determines otherwise, Investors will be able to apply to convert all or part of their holding of Units of any Unit Class in any Sub-Fund (the “**Original Class**”) for Units in another Unit Class in the same Sub-Fund or another Sub-Fund which are being offered at that time (the “**New Class**”) (such Unit Class being in the same Sub-Fund or in a separate Sub-Fund) on any Valuation Day, provided that all the criteria for applying for Units in the New Class have been met. Investors wishing to convert some or all of their holding of Units must give notice to the Fund Manager thereof on or prior to the Dealing Deadline for the relevant Valuation Day. Such notice shall only be effective if accompanied by an application by the Investor in such a form as the Fund Manager may determine from time to time. Once served the notice for conversion of Units may only be withdrawn with the approval of the Fund Manager.

12.2 The Fund Manager may at its discretion agree to accept requests for conversion received after the relevant Dealing Deadline provided they are received prior to the relevant Valuation Day. The general provisions and procedures relating to the issue and redemption of Units will apply equally to conversions, save in relation to charges payable as set out in the relevant Supplement.

12.3 When requesting the conversion of Units as an initial investment in a Sub-Fund, the value of the Units exchanged must be equal to or exceed the Minimum Initial Investment Amount for the relevant New Class specified in the applicable Supplement. In the case of an exchange of a partial holding of the Original Class only, the value of the remaining holding of the Original Class must also be at least equal to the Minimum Holding for the Original Class.

12.4 Units may not be converted for Units of a different Unit Class during any period when the calculation of the Net Asset Value of the relevant Sub-Fund or Sub-Funds is suspended in the manner described in clause 15.5. Applicants for conversion of Units will be notified of such suspension and, unless withdrawn, their applications will be considered as at the next Valuation Day following the end of such suspension.

12.5 The Fund Manager may, at its discretion, impose restrictions on the Investors' ability to convert between Units of a specific Unit Class within Sub-Funds and between Units of a specific Unit Class of the same Sub-Fund.

12.6 If the application for conversion is accepted by the Fund Manager, the redemption of the Original Class and issue of the New Class, shall be dealt on the Valuation Day as specified in the relevant Supplement. As of such Valuation Day, the Original Class shall be treated as cancelled and withdrawn and the New Class shall be treated as issued. The Fund Manager shall update the Register to reflect the conversion.

12.7 The number of Units allocated to new Units or a different Unit Class will be established according to the following formula:

$$A = [(B \times (C - (C \times F)) \times D) / E] + X$$

where

- "A" represents the number of Units to be allocated to the New Class;
- "B" represents the number of shares to be converted from the Original Class;
- "C" represents the Net Asset Value of the Units to be converted from the Original Class, on the applicable Valuation Day;
- "D" represents the exchange rate applicable on the day of the transaction between the currencies of the Units to be converted;
- "E" represents the Net Asset Value of the Units to be allocated to the New Class, on the applicable Valuation Day;
- "F" represents the Conversion Fee for conversions mentioned in the description of each Sub-Fund mentioned in the Supplement for the relevant Sub-Fund; and
- "X" is the unassigned balance which, if any, will be reimbursed to the Investor.

13. TRANSFER AND ENCUMBRANCE OF UNITS

13.1 Save for redemption in accordance with clause 11, Units cannot be transferred without the prior written consent of the Fund Manager. The Fund Manager may, in its sole discretion, refuse to consent to any transfer of Units if such transfer could jeopardise the Fund's tax status, including but not limited to the tax status as referred to in clause 3.5.

13.2 A transfer of Units shall only take effect vis-à-vis the Fund Manager and the Title Holder after acknowledgement of the transfer by the Fund Manager, which acknowledgement can only be evidenced by means of registration in the Register. The Fund Manager shall only acknowledge a transfer of Units upon receipt of a written request to that effect from the transferring Investor addressed to the Fund Manager.

13.3 Units cannot be made subject to any pledge, mortgage, usufruct, charge, lien, retention or other encumbrance (whether or not a *beperkt recht*) of any nature whatsoever.

13.4 Any transfer, assignment or encumbrance of Units in violation of this clause 13 shall be null and void.

14. PROFIT AND DISTRIBUTIONS

14.1 The Fund Manager shall determine the amount of the Net Profit of a Sub-Fund, if any, to be distributed in respect of each Accounting Period.

14.2 The Net Profit of a Sub-Fund shall be distributed to the Investors who are registered as holding Units in such Sub-Fund in the Register as at the date of distribution.

14.3 Any distribution of Net Profit shall be paid, in cash, in the Base Currency of the relevant Sub-Fund, unless the Fund Manager decides otherwise.

- 14.4** In accordance with section 28 of the Dutch Corporate Income Tax Act 1969, the Manager shall:
- (a) distribute the Net Profit of the Sub-Funds realised in the preceding Accounting Period to the Investors, ultimately within eight (8) months following the end of the Accounting Period; and
 - (b) ensure that such distribution is at least equal to the portion of the profits (*gedeelte van de winst*) as specified in section 28, paragraph 2(b) of the Dutch Corporate Income Tax Act 1969.

14.5 Distributions shall be paid to Investors within four (4) months of the date of declaration by the Fund Manager. The Fund Manager shall notify Investors of distributions to be made, as well as the composition of the distribution and the payment method and shall publish this information on the Website.

15. DETERMINATION OF THE NET ASSET VALUE

15.1 The Fund Manager or its delegate shall calculate the Net Asset Value of the Fund and each Sub-Fund, as well as the Net Asset Value per Unit as at the Valuation Day by valuing the Fund Assets and deducting therefrom the Fund Obligations.

15.2 Notwithstanding the generality of the provision of clause 15.1, the Net Asset Value per Unit:

- (a) shall be calculated in the Base Currency of the relevant Unit Class; and
- (b) shall be calculated with reference to the net Fund Assets of the corresponding Sub-Fund or in case of a Sub-Fund with different Unit Classes, the relevant Unit Class (as the case may be).
- (c) The net Fund Assets of each Sub-Fund or in case of a Sub-Fund with different Unit Classes, the relevant Unit Class (as the case may be), shall be calculated by adding all the Fund Assets (including the entitlements or percentages held in internal sub-portfolios, where relevant) and deducting therefrom the Fund Obligations of the Sub-Fund, or Unit Class (as the case may be).

15.3 In order to ensure the overall financial and administrative management of the set of Fund Investments belonging to one or more Sub-Funds, the Fund Manager may create as many internal sub-portfolios as there are sets of Fund Investments to be managed (the “**internal sub-portfolios**”). Any such internal sub-portfolio shall be established with due observance of the following principles:

- (a) only one or more Sub-Funds that have entirely or partially the same investment policy may combine the Fund Investments acquired by each of them in order to implement this investment policy in an internal sub-portfolio created for this purpose;
- (b) within each of these internal sub-portfolios the portion held by each Sub-Fund may, at the discretion of the Fund Manager, be expressed either in terms of percentages or in terms of entitlements:
 - (a) the **holding percentages** shall be established solely on the basis of the contribution ratio of the Fund Investments of a given internal sub-portfolio and shall be recalculated on each Valuation Day to take account of any redemptions, issues, conversions, distributions or any other events generally of any kind affecting any of the Sub-Funds concerned that would increase or decrease their participation in the internal sub-portfolio concerned; or

- (b) where an internal sub-portfolio shall issue **entitlements** then these entitlements shall be valued as regularly and according to identical methods as set out in clause 15.2. The total number of entitlements in issue shall vary according to the distributions, redemptions, issues, conversions, or any other events generally of any kind affecting any of the Sub-Funds concerned that would increase or decrease their participation in the internal sub-portfolio concerned;
- (c) the creation of an internal sub-portfolio will have the sole objective of facilitating the Fund's financial and administrative management and does not impede and/or interfere with the statutory duties of the Title Holder.

15.4 Upon the calculation of the Net Asset Value, it shall as soon as practicable be published on the Website.

15.5 The Manager may, at any time and without prior notice, suspend the calculation of the Net Asset Value of a Sub-Fund or the Net Asset Value per Unit in the following situations:

- (a) any period when any Regulated Market on which a substantial portion of the Fund Investments for the time being comprised in the relevant Sub-Fund are quoted, listed or dealt in is closed otherwise than for public holidays, or during which dealings in any such Regulated Market are restricted or suspended;
- (b) any period where, as a result of political, military, economic or monetary events or other circumstances beyond the control, responsibility and power of the Fund or a Sub-Fund, the disposal or valuation of Fund Investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Fund Manager, be effected or completed normally or without prejudicing the interest of the Investors;
- (c) any breakdown in the means of communication normally employed in determining the value of any Fund Investments for the time being comprised in the relevant Sub-Fund or during any period when for any other reason the value of Fund Investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Fund Manager, be promptly or accurately ascertained;
- (d) any period when the Fund Manager is unable to repatriate funds for the purposes of making redemption payments or during which the realisation of Fund Investments for the time being comprised in the relevant Sub-Fund, or the transfer or payment of funds involved in connection therewith cannot, in the opinion of the Fund Manager, be effected at normal prices or normal rates of exchange;
- (e) any period when, as a result of adverse market conditions, the payment of Redemption Amount may, in the opinion of the Fund Manager, have an adverse impact on the relevant Sub-Fund or the remaining Investors in such Sub-Fund;
- (f) any period when the proceeds of redemption of the Units cannot be transmitted to or from a Sub-Fund's account;
- (g) in exceptional cases, where the circumstances so require, and where the Fund Manager considers it justifiable to do so having regard to the best interests of the Investors; or
- (h) upon mutual agreement of the Fund Manager and the Depositary for the purpose of terminating any Sub-Fund.

15.6 The Fund Manager shall notify the Investors and prospective Investors of any suspension pursuant to clause 15.5 in such manner as the Fund Manager may deem appropriate. A suspension shall be

notified within the same Valuation Day to the AFM and, where applicable, to the AMF, and as soon as practicable thereafter to any Investors affected by such suspension.

- 15.7** The suspension of the calculation of the Net Asset Value with respect to a specific Sub-Fund shall have no effect on the calculation of the Net Asset Value per Unit in any other Sub-Fund.

16. COSTS AND FEES

- 16.1** The following costs, fees and/or expenses are calculated and deducted daily from the average net Fund Assets of a Sub-Fund or specific Unit Class (as the case may be):

- (a) costs, fees and/or expenses serving to cover general custody assets expenses, such as for instance the remuneration of the Depositary;
- (b) costs, fees and/or expenses relating to daily administration expenses, such as for instance the Net Asset Value calculation and record and book keeping;
- (c) costs, fees and/or expenses incurred in connection with sending notices to the Investors, such as providing and printing the documents legally required for the Investors and for the regulatory authorities, such as the AMF and the AFM;
- (d) fees linked to the registration of the Fund with a foreign local authority and to the maintenance of such registration;
- (e) fees linked to the translation of the Prospectus, KIID, and any other documents legally required, KIID production fees, MIFID and PRIIPS data and dissemination, fees in relation to the production of factsheets, performance attribution, index licenses and other marketing materials;
- (f) listing fees, domiciliation, auditors cost and fees, except for brokerage fees, commissions for transactions not related to the deposit, director fees, interest and bank fees, one-off expenses, as well as any other specific foreign tax; and
- (g) any other organizational and operating expenses.

- 16.2** Any assets, liabilities, expenses and fees that are not or cannot be allocated to a specific Sub-Fund or Unit Class shall be apportioned to the various Sub-Funds and/or Unit Classes in equal parts or, if the Fund Manager at its sole discretion deems this justifiable, proportionally to the respective net Fund Assets of the Sub-Funds and/or specific Units Classes.

Any costs, fees and expenses incurred by a Sub-Fund linked to such Sub-Fund's investment in another CIS, in addition to the costs, fees and expenses referred to in chapters 16 and 17, each Investor may also bear a portion of the costs, fees and expenses of the underlying CIS. The maximum level of the management fees that may be charged by the CIS in which any of the Sub-Funds invests is 3% of the underlying CIS's net asset value.

- 16.3** The Fund Manager may also charge a fee to Investors in the case of the issue, conversion or redemption of Units, such in accordance with and subject to the relevant provisions of the Prospectus and the Supplement for each Sub-Fund.

17. MANAGEMENT FEE AND PERFORMANCE FEE

17.1 The Fund Manager charges a management fee to each Investor to cover remuneration of the asset managers and distributors in connection with the marketing of the Fund (the “**Management Fee**”). The Management Fee is calculated and deducted monthly from the average Fund Assets held for the relevant Sub-Fund or in the case that a Sub-Fund has more Unit Classes, the relevant Unit Class of such Sub-Fund, and is paid to the Fund Manager. The percentage of the Management Fee for each Sub-Fund and/or each Unit Class is set out in the Supplement for the relevant Sub-Fund.

17.2 Performance Fee

- (a) The Fund Manager shall be entitled to a performance fee, which shall amount to the positive difference between the annual performance of a Sub-Fund (i.e. over the relevant Accounting period), based on the Net Asset Value before deduction for any accrued performance fee, and the Hurdle Rate (the “**Performance Fee**”).
- (b) The Performance Fee shall accrue if the performance of a Sub-Fund exceeds the Hurdle Rate and the HWM. The Performance Fee is payable to the Fund Manager at an annual basis at the end of each Accounting Period. However, if Units are redeemed during an Accounting Period, the Performance Fee in respect of those Units shall be calculated as if the date of redemption of such Units was the end of the relevant Accounting Period and will become payable immediately upon the redemption of such Units becoming effective. The first Accounting Period of any Unit Class shall start on the Launch Date of the relevant Unit Class and shall end on the relevant Accounting Date.
- (c) The Performance Fee will be calculated daily and the provision will be adjusted on each Valuation Day during the Accounting Period with the application of the “HWM with Hurdle Rate” method:
 - (a) If, at the end of the reference period, the yearly return of the Unit Class is less than or equal to the Hurdle Rate, then no Performance Fee will be paid out that Unit Class.
 - (b) If, at the end of the reference period, the yearly return of the Unit Class is greater than the corresponding Hurdle Rate, then the Fund Manager shall be entitled to a Performance Fee of a certain percentage of the yearly performance above the High Water Mark, due to the generation of positive returns.
 - (c) If, at the end of the reference period, the Unit Class is below its High Water Mark, then that Unit Class shall not charge a Performance Fee until such time as the relevant Unit Class has reached its High Water Mark.
 - (d) In no event shall the Fund Manager have to return any Performance Fee previously charged and paid with respect to a Unit Class.

18. REPORTING

18.1 The financial year of the Fund shall be the Accounting Period.

18.2 The Fund Manager shall, in accordance with the applicable legal requirements, within four months after the end of each Accounting Period, prepare the annual financial statements, annual report and other information as required pursuant to Articles 2:361, paragraph 1, 2:391, paragraph 1 and 2: 392, paragraph 1 under a up to and including h of the Dutch Civil Code (*Burgerlijk Wetboek*).

- 18.3** The Fund Manager shall, in accordance with the applicable legal requirements, within two (2) months after the first half of each Accounting Period, prepare semi-annual financial statements in relation to the first half of the relevant Accounting Period consisting of at least a balance sheet and profit and loss account. The semi-annual accounts shall be drawn up in accordance with the provisions of IFRS. The semi-annual accounts shall not be audited.
- 18.4** The Fund Manager shall, in accordance with the applicable legal requirements, within fifteen (15) Business Days after the end of each calendar month, prepare a monthly report stating the total value of the Fund Assets, the Sub-Funds' respective asset mixes, the number of outstanding Units per Sub-Fund and the most recently calculated Net Asset Value per Unit and the date on which the calculation was made.
- 18.5** The financial statements of the Fund shall be audited by a certified chartered auditor to be appointed by the Fund Manager. The chartered auditor shall report to the Fund Manager on its audit. The auditor's report shall be added to the annual financial statements.
- 18.6** The (semi-) annual financial statements shall be adopted by the Fund Manager and the Title Holder acting collectively.
- 18.7** Within eight days after the (semi) annual financial statements are adopted, the Investors shall be informed of the place where the annual financial statements and the audit report, respectively the semi-annual financial statements shall be available free of charge. The monthly reports and the (semi) annual financial statements shall be published on the Website. This shall take place no later than fifteen (15) Business Days after the end of each calendar month (in respect of the monthly reports), no later than two (2) months after the first half of the Accounting Period (in respect of the semi financial statements) and no later than four months after the end of the Accounting Period (in respect of the financial statements).
- 18.8** Every Investor shall upon its request receive an overview from the Fund Manager on at least a monthly basis (for no more than the cost price). This overview shall contain at least (i) the total value of the investments of the Fund, (ii) the composition of the investments of the Fund, (iii) the total number of Units outstanding and (iv) the most recent intrinsic value of the Units.

19. VALUATION

- 19.1** The Fund Assets and Fund Obligations of a Sub-Fund shall be valued with due observance of the following:
- (a) The value of any Fund Investments quoted, listed or dealt in on a Regulated Market shall be calculated by reference to the last traded price for the Fund Investments determined in their primary market as at the relevant Valuation Day provided that the value of any Fund Investments listed on a Regulated Market but acquired or traded at a premium or at a discount outside or off the relevant Regulated Market may be valued taking into account the level of premium or discount as at the date of valuation of the Fund Investment and the Depositary must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the relevant Fund Investments. Such premiums or discounts thereon above shall be provided by an independent broker or market maker or if such premia/discounts are unavailable, by the Fund Manager or the Investment Manager (if any).
 - (b) If for specific Fund Investments, the last traded price does not in the opinion of the Fund Manager or by a competent person appointed by the Fund Manager and approved for such purpose by the Depositary, reflect their fair value or are not available, the value shall be the

probable realisation value estimated with care and in good faith by the Fund Manager or by a competent person (being approved by the Depositary as a competent person appointed by the Fund Manager for such purpose), in consultation with the Investment Manager (if any) with a view to establishing the probable realisation value for such Fund Investments as at the relevant Valuation Day.

- (c) Where Fund Investments are quoted, listed or dealt in on more than one Regulated Market, the Fund Manager shall, in its absolute discretion, select the Regulated Market which in its opinion constitutes the main market for such investment for the foregoing purposes. The value of any Fund Investments which are not quoted, listed or dealt in on a Regulated Market or of any Fund Investments which are normally quoted, listed or dealt in on a Regulated Market but in respect of which no price is currently available or the current price of which does not in the opinion of the Fund Manager represent fair market value, the value thereof shall be the probable realisation value estimated with care and in good faith by the Fund Manager or by a competent person appointed by the Fund Manager, in each case approved, for such purpose, by the Depositary. In determining the probable realisation value of any such Fund Investments, the Fund Manager may accept a certified valuation from a competent independent person, or in the absence of any independent person, (notwithstanding that the Investment Manager has an interest in the valuation), the Investment Manager (if any), who in each case shall be approved by the Depositary to value the relevant Fund Investments and where each such valuation shall also be approved by the Depositary.
- (d) Cash in hand or on deposit shall be valued at its nominal value plus accrued interest, where applicable, to the end of the relevant Valuation Day.
- (e) Certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable investments shall each be valued at each Valuation Day at the last traded price on the Regulated Market on which these Fund Investments are traded or admitted for trading (being the Regulated Market which is the sole market or in the opinion of the Manager the principal market on which the Investments in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired. The value of any certificate of deposit or treasury bill which is not listed or admitted for trading shall be the probable realisation thereof estimated with care and good faith by the Fund Manager or another competent person appointed by the Fund Manager, provided that the Fund Manager or such other competent person have been approved for such purpose by the Depositary.
- (f) The value of any OTC Derivatives shall be valued daily on the basis of a quotation provided by the relevant counterparty (on the basis of a means of valuation that provides reasonable accuracy on a reliable basis) and such valuation will be approved or verified at least weekly by a party independent of the counterparty who has been approved for such purpose by the Depositary. Alternatively, an OTC contract may be valued daily on the basis of a quotation from an independent pricing vendor with adequate means to perform the valuation or other competent person, firm or corporation (which may include the Investment Manager) selected by the Fund Manager and approved for the purpose by the Depositary. Where this alternative valuation is used, the Fund Manager must follow international best practice and adhere to principles on such valuations established by bodies such as the International Organisation of Securities Commissions and the Alternative Investment Management Association. Any such alternative valuation must be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise, these must be promptly investigated and explained.
- (g) The value of any exchange traded futures contracts, share price index futures contracts and options shall be the settlement price as determined by the market in question as at the

Valuation Day provided that where such settlement price is not available for any reason as at a Valuation Day, such value shall be the probable realisation thereof estimated with care and in good faith by the Fund Manager or another competent person appointed by the Fund Manager, provided that the Fund Manager or such other competent person have been approved for such purpose by the Depositary. Forward foreign exchange contracts shall be valued in the same manner as foreign direct investments which are not traded on a Regulated Market or by reference to freely available market quotations.

- (h) Units or shares in open-ended CIS will be valued at the closing net asset value as published by those CISs or, if unavailable, the bid price, share or class thereof as at the relevant Valuation Day and if a bid and an offer price are available, such units shall be valued by reference to the bid or offer price.
- (i) Units or shares in closed-ended CISs will, if listed or traded on a market, be valued at the closing bid price on the principal market for such investment as at the relevant Valuation Day or, if unavailable at the probable realisation value, as estimated with care and in good faith and as may be recommended by a competent professional appointed by the Fund Manager or by a competent person appointed by the Fund Manager and approved for the purpose by the Depositary. Private equity Securities will be valued in accordance with the applicable guidelines issued by the European Private Equity and Venture Capital Association. If in any case a particular value is not ascertainable as provided above or if the Fund Manager shall consider that some other method of valuation better reflects the probable realisation value of the relevant Fund Investments, then in such case the method of valuation of the relevant Fund Investments shall be such as the Fund Manager or another competent person appointed by the Fund Manager shall determine, such method of valuation to be approved by the Depositary. Notwithstanding the generality of the foregoing, the Fund Manager may with the approval of the Depositary adjust the value of any such Security if having regard to currency, anticipated rate of dividend, applicable rate of interest, maturity, liquidity, marketability and/or such other considerations as it may deem relevant, it considers that such adjustment is required to reflect the fair value thereof as at any Valuation Day.

19.2 In the absence of gross negligence, fraud or wilful misconduct on the part of the Fund Manager, (i) the determination of the value of any Fund Investment or Fund Asset or (ii) the calculation of the Net Asset Value by the Fund Manager on behalf of the Fund shall be final and binding on any present, past or future Investors.

19.3 The Net Asset Value per Unit shall be in principle calculated with two decimals at the discretion of the Fund Manager.

20. INVESTOR RIGHTS

20.1 Meetings of Investors may be organized by the Fund Manager:

- (a) within six (6) months after the end of each Accounting Period; and
- (b) as often as the Fund Manager, in its sole discretion, deems necessary in the interests of the Investors.

20.2 The convocation notice for a meeting of Investors will be published at least fifteen (15) Business Days before the planned date of the meeting:

- (a) on the Website; and
- (b) by means of an advertisement in a national Dutch daily newspaper; or

(c) by way of announcement to each Investor individually.

- 20.3** The convocation notice will contain the agenda together with the date, time and place of the Investors' meeting.
- 20.4** The meetings of Investors will be held in Amsterdam or such place in the Netherlands as determined by the Fund Manager.
- 20.5** A meeting of Investors will be chaired by the Fund Manager or a person appointed by the Fund Manager. The Fund Manager shall prepare minutes of the meeting of Investors.
- 20.6** The Fund Manager, the Title Holder and the Depositary have the right to attend the meeting, to speak at the meeting and to ask questions. An Investor may attend by proxy.
- 20.7** An Investor wishing to attend the meeting should notify the Fund Manager thereof at least five (5) Business Days before the meeting. An Investor who has notified the Fund Manager as set forth in the previous sentence is entitled to attend and speak at the meeting.
- 20.8** Meetings of Investors are informative. No initiative, veto, consent or other rights are conferred upon the meeting of Investors.

21. ANNOUNCEMENTS

- 21.1** All announcements and submissions to Investors shall be made in writing to the address registered in the Register. Such announcements and submissions will also be placed on the Website.
- 21.2** Announcements and submissions to Investors can, if the Fund Manager so wishes, also be made by announcement in a Dutch national newspaper.

22. CHANGES TO THE TERMS AND CONDITIONS

- 22.1** Changes to the Terms and Conditions, whether or not by a complementary rulebook, can only be made further to a joint decision by the Fund Manager and the Title Holder. Without prejudice to clause 22.3, a change shall become effective on a date as determined by the Fund Manager and the Title Holder.
- 22.2** Changes to the Terms and Conditions shall be notified to the Investors without delay at the address of the Investors or by announcement in a Dutch national newspaper as well as through the Website.
- 22.3** Changes to the Terms and Condition causing a reduction in the Investors' rights or security or imposes costs upon Investors or causing a change to the investment policy of a Fund do not become effective until one month after the date of the joint decision by the Fund Manager and the Title Holder. During this period Investors shall be entitled to redeem their Units against the usual terms.

23. TERMINATION OF THE FUND

- 23.1** A decision to terminate the Fund can only be made by the Fund Manager and the Title Holder acting jointly.
- 23.2** The decision to terminate the Fund shall be notified to the Investors in accordance with clause 21.
- 23.3** The Fund Manager shall procure the liquidation of the Fund and shall account thereof to the Investors prior to making any liquidation distributions.

23.4 All Fund Investments shall be sold on or around the termination date of the Fund (or otherwise liquidated). The proceeds, reduced by remaining debts for the account of the Fund (if any), shall be distributed to the Investors within two weeks after the liquidation date on the Units outstanding at the time of termination.

23.5 The Terms and Conditions shall apply as much as possible during liquidation.

24. LICENCE WITHDRAWAL

A request to withdraw the Fund Manager's licence shall be announced in a Dutch national newspaper or at the address of each Investor as well as on the Website.

25. GOVERNING LAW AND DISPUTES

These Terms and Conditions are governed by the laws of The Netherlands. Disputes in relation to these Terms and Conditions shall be submitted to the competent court in The Netherlands.

SCHEDULE 2 LIST OF INVESTMENT INSTITUTIONS MANAGED BY THE FUND MANAGER

Fund Name	<u>Legal form</u>	<u>Domicile</u>
ABN AMRO FUNDS	SICAV	Luxembourg
ABN AMRO CANDRIAM SUSTAINABLE TREASURY	FCP	France
ABN AMRO TOTAL RETURN GLOBAL BONDS	FCP	France
ABN AMRO TOTAL RETURN GLOBAL EQUITIES	FCP	France
ALTUS	FCP	France
EPARINTER INFLATION PLUS	FCP	France
ESPERANCE	FCP	France
NEUFLIZE INCOME €	FCP	France
TACTICAL EQUITY OVERLAY	FCP	France
TEGO DYNAMIQUE ISR	FCP	France
TEGO EQUILIBRE	FCP	France
TEGO SECURITE	FCP	France

This may be subject to changes from time to time without specific notification to Investors. An up-to-date list of investment institutions managed by the Fund Manager is available upon request.

SCHEDULE 3. LIST OF REGULATED MARKETS

The following exchanges and markets constitute Regulated Markets for the purposes of the Prospectus:

Any stock exchange and any derivatives exchange on which permitted financial derivative instrument may be listed or traded in any of the following countries: Abu Dhabi, Argentina, Australia, Austria, Bangladesh, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Latvia, Lithuania, Luxembourg, Malaysia, Mexico, Netherlands, New Zealand, Nigeria, Norway, Peru, Philippines, Poland, Portugal, Qatar, Republic of Korea, Romania, Russia, Serbia, Singapore, Slovak Republic, Slovenia, South-Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, the United Kingdom, United Arab Emirates, Uruguay and the United States of America.

This may be subject to changes from time to time without specific notification to Investors.

SCHEDULE 4 CONTRACTS WITH AFFILIATED PARTIES

Distribution Agreement with ABN AMRO Bank N.V.

The Fund Manager and ABN AMRO Bank N.V. entered into a fund distribution agreement, in which agreement the provision of services to the Fund Manager by ABN AMRO Bank N.V. and the applicable terms and conditions to the provision of the services have been laid down. The services include, among others, the promotion of the Units in the Fund and/or a Sub-Fund to prospective Investors and the distribution and/or the redemption of such Units to prospective Investors.

The distribution agreement was initially entered into by and between the Fund Manager and ABN AMRO Bank N.V. on 1 February 2016 for an indefinite period. The distribution agreement may be terminated by giving to the other party not less than three months written notice, which termination becomes effective at the end of the relevant month. In addition, the distribution agreement may be terminated with immediate effect in certain circumstances explicitly included in the distribution agreement upon giving a written notice by either the Fund Manager or ABN AMRO Bank N.V. to the other party.

REGISTRATION DOCUMENT

(Registratiedocument)

of

ABN AMRO Investment Solutions

Registration document as referred to in section 4:48 of the DFSA

This registration document is dated 16 October 2020 and is subject to section 117 and Annex H of the Decree conduct of business supervision financial undertakings DFSA (*Besluit gedragstoezicht financiële ondernemingen Wft or Bgfo*).

1. DETAILS ON THE FUND MANAGER'S ACTIVITIES

ABN AMRO Investment Solutions S.A. (the “**Fund Manager**”) is a public limited company (*société anonyme*) incorporated under French law, formed on 18 December 1998 and registered with the Paris Trade and Companies Registry no. 410 204 390. The Fund Manager is part of the ABN AMRO Group, which is ultimately partly owned by the Dutch state.

The Fund Manager is authorised by the AMF as a “*société de gestion de portefeuille*” or UCITS and authorized by the AFM to render collective portfolio management activities to UCITS in the Netherlands under the freedom to provide services in accordance with the provisions of the Directive.

The Fund Manager manages, among others UCITS funds and other investment institutions from which units can be offered in the Netherlands. The Fund Manager is authorised to perform the following activities or have them performed:

- collective portfolio management on behalf of investment funds (UCITS and non-UCITS);
- administration of investment funds (this includes the valuation of assets and recording of transactions); and
- the marketing and distribution of shares/participating units and it performs general administration, portfolio management and marketing tasks on behalf of the UCITS funds and other investment institutions it manages.

2. DETAILS OF THE FUND MANAGER AND THE DEPOSITARY

Fund Manager

The Fund Manager's board of directors consists of:

- Mr. François-Xavier Gennetais, Chief Executive Officer, ABN AMRO Investment Solutions, Paris, as the Chairman
- Mr. Eric Ebermeyer, Chief Investment Officer, ABN AMRO Investment Solutions, Paris
- Ms. Elisa Alonso Sanz does not carry out any professional activities outside ABN AMRO Investment Solutions

The Fund Manager's supervisory board consists of:

- Alen Zeljkovic, Chairman, Chief Commercial Officer at ABN AMRO Private Banking
- Richard de Groot, Vice Chairman, Head of Investment Centre at ABN AMRO Private Banking
- Ido Gonen, Chief Risk Officer at Neuflyze OBC Bank
- Silvia Bocchiotti, Advisor to the Chancellor at Institut de France
- Bart Renner, Director at Family Office / Stichting Prof

The Fund Manager shall publish a report and financial statements of the Fund annually within four (4) months of the close of the relevant financial year, including the statement by the auditor that the financial statements have been audited. In addition, semi-annual accounts of the Fund will be published by the Fund Manager within two (2) months of the first half of each financial year. Copies of the annual audited financial statements, the semi-annual accounts and the Fund Manager's articles of association will be made accessible through the Fund Manager's website and will otherwise be made available to investors of the Fund upon request.

The Fund Manager is an indirect subsidiary of the ABN AMRO Bank N.V. and as such is part of the ABN AMRO Group, therefore its financial statements are consolidated in ABN AMRO Bank N.V.'s report and financial statements in accordance with the provisions of title 9 of book 2 of the Dutch civil code. ABN AMRO Bank N.V. shall publish a report and financial statements annually within four (4) months of the close of the relevant financial year, including the statement by the auditor that the financial statements have been audited. In addition, quarterly reports and financial statements will be published by ABN AMRO Bank N.V. within two (2) months after the relevant quarter of a financial year. Copies of the annual audited financial statements, the quarterly reports and ABN AMRO Bank N.V.'s articles of association will be made accessible through the ABN AMRO Bank N.V.'s website and will otherwise be made available to investors of the Fund upon request.

Depositary

The Fund Manager has appointed State Street Bank International GmbH (Amsterdam branch) (the “**Depositary**”) to act as the depositary to the ABN AMRO FGR (the “**Fund**”). The Depositary is a branch of State Street International GmbH incorporated in Germany on 25 September 1970, with its registered office at Brienner Strasse 59, 80333 Munich, Germany and registered with the Commercial Register B of the Local Court (Amtsgericht) of Munich under number HRB 42872. The Amsterdam branch is located at Apollo Building, 7th floor, Herikerbergweg 29, 1101 CN Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce under number 58459235. The Depositary is ultimately owned by State Street Corporation.

The Depositary's management board consists of:

- Stefan Gmür
- Fabienne Baker
- James Fagan
- Michelle Grundmann
- Andreas Niklaus
- Rajen Shah
- Kris Wulteputte

The Depositary's supervisory board consists of:

- Jörg Ambrosius (Chair)
- Elizabeth Nolan (Vice-Chair)
- Ian William Appleyard
- David Suetens
- Marlena Ludian
- Hartmut Popp

The Depositary shall publish a report and financial statements annually within six months of the close of the relevant financial year. Copies of the Depositary's annual audited financial statements and the articles of association will be made available to investors of the Fund upon request.

3. DETAILS ON THE REPLACEMENT OF THE FUND MANAGER OR THE DEPOSITARY

Once it has become clear that the Fund Manager wishes or is required to terminate its function as the Fund Manager, Stichting Juridisch Eigendom ABN AMRO Investment Solutions, the Fund's legal titleholder, shall appoint a successor Fund Manager. The replacement shall be notified to all Investors and the AFM. The Fund Manager is obliged to continue to exercise their functions until the new Fund Manager commences its function.

After it has become clear that the Depositary wishes or is required to terminate its function as Depositary, the Fund Manager shall appoint a successor Depositary. The Depositary's termination shall not be effective unless and until a successor Depositary has been appointed in accordance with the applicable legal requirements. The replacement shall be notified to all Investors and the AFM. The Depositary is obliged to continue to exercise their functions until the new Depositary commences its function.

A statement that a request for withdrawal of the Fund Manager's license as referred to in section 1:104 DFSA has been filed, will be notified to the address of each investor of the Fund and on the Fund Manager's website.

BOOK II - SUPPLEMENTS

ABN AMRO AEGON GLOBAL IMPACT EQUITIES

1. THE SUB-FUND

The name of the Sub-Fund is the ABN AMRO Aegon Global Impact Equities Fund (the “**sub-fund**”). The Launch Date of the sub-fund shall be determined by the Fund Manager. The sub-fund shall continue to exist for an indefinite period of time.

2. INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS

2.1 Investment Objective

The investment objective of the sub-fund is to provide its Investors long term growth on their capital invested in the sub-fund, such growth consisting of capital appreciation and distributions, arising from a direct or indirect investment in diversified and actively managed portfolio of Securities issued by companies that generate measurable socio-economic and/or environmental net benefits.

2.2 Investor Profile

The Units of the sub-fund are available to both retail investors and professional investors seeking to achieve an investment objective which aligns with the investment objective of the sub-fund as described in paragraph 2.1 of this Supplement. Professional investors are eligible to acquire a separate Unit Class when their investments exceed the predetermined thresholds as referred to in paragraph 5 of this Supplement.

2.3 Investment Policy

The sub-fund is actively managed by combining quantitative financial modelling with qualitative, Environmental, Social and Governance (ESG), sustainable or non-financial voting impact research. Fund Investments by the sub-fund will be made into companies with growth driven by long term sustainable impact themes and with the intent to contribute to measurable positive social, economic and environmental impact alongside financial returns. Impact can be measured in terms such as CO₂-emission avoided, renewable energy produced (in MW), number of jobs created and the number of people that got access to education. According to the Fund Manager, these companies will exhibit strong growth prospects due to their alignment to the themes, excellent management and robust business fundamentals. Moreover, the outcome of the sub-fund's portfolio shall consist of high-quality companies (from an ESG risk perspective) and renowned names, comprising of 40 to 120 reasonably priced holdings, which number could vary depending on market conditions from time to time.

The sub-fund invests its Fund Investments, in accordance with the Investment Restrictions, predominantly in Securities, such as equities, other equity shares such as co-operative shares and participation certificates, or warrants on transferable equity securities, issued by companies which are domiciled worldwide.

Selection of the Fund Investments by the Fund Manager will rely on a combination of financial criteria, as well as ESG criteria. Moreover, in compliance with UN PRI Principles the sub-fund excludes direct investments in securities issued by companies involved in highly controversial activities (such as tobacco production, controversial weapons production) and/or in severe breach with the UN Global Compact Principles.

The minimum asset allocation in such selected Securities, as referred to in the first sentence of the previous paragraph, on a consolidated basis (direct and indirect Fund Investments) will be 60% of the sub-fund's Fund Assets. Moreover, the minimum sub-fund's Fund Investments in Securities, such as equities will be 75% of the sub-fund's net Fund Assets.

The sub-fund may invest for a maximum of 10% of its Fund Assets in CIS funds that have been selected in accordance with a number of qualitative and quantitative financial and non-financial criteria. Through a qualitative analysis the stability and strength of the investment manager of the relevant CIS, as well as its investment process and philosophy of the CIS will be assessed. The quantitative selection process aims to select only prospective Fund Investments with proven risk-adjusted performance.

The sub-fund may also hold on an ancillary basis cash and cash equivalents including certificates of deposit and short-term deposits.

The sub-fund may also invest in debt securities (such as fixed and floating rate bonds, money market instruments, including high yield bonds) for up to 10% of its Fund Assets, in particular for cash management purposes.

The use of financial derivative instruments is restricted to:

- instruments that are listed on a Regulated Market or other multilateral system operated and/or managed by a market operator, all in accordance with the sub-fund's investment policy (including but not limited to interest rate futures, bond futures, swap note futures, currency futures);
- OTC instruments for currency hedging purposes (including, but not limited to forward and foreign currency exchange contracts).

The use of OTC instruments for purpose other than currency hedging is prohibited (including, but not limited to OTC derivatives, CDS & CDO contracts).

This sub-fund is actively managed and is compared to the Benchmark Index MSCI World TR Net Euro as provided by MSCI Limited for performance and risk level indicator purposes. However, the reference to this Benchmark Index does not constitute any objective or limitation in the management and composition of the portfolio and the sub-fund does not restrain its universe to the Benchmark Index components. Therefore, returns may deviate materially from the performance of the reference Benchmark Index.

3. EXTERNAL INVESTMENT MANAGER

The Fund Manager does not delegate the management of the sub-fund to an external investment manager.

4. RISK FACTORS

The generic risks applicable to the Fund are listed in chapter 4 (Risk Factors) of the Prospectus. With respect to the sub-fund, in addition to those risks set out below, the following risks in particular should be considered:

- Equity Market Risk
- Derivatives Risk
- Operational and custody risk,
- ESG risk,
- Emerging markets risk,
- Small cap, specialized or restricted sectors risk; and
- Warrant risk.

5. UNIT CLASSES, MINIMUM HOLDING, INVESTORS AND TAXES

Category	ISIN code	Registered	Dividend	Investors	Taxes	Minimum Holding ⁽¹⁾
Class A	NL0015530163	Yes	Yes	All Dutch tax resident investors, provided that they qualify as a Taxable Client	Taxable Client	EUR 100
Class AN	NL0015530171			All investors, provided that they qualify as a Non-Taxable Client	Non-Taxable Client	
Class C	NL0015530189	Yes	Yes	Dutch tax resident Investors, being clients of ABN AMRO Bank or ABN AMRO Group affiliated companies and authorized investors, provided that they qualify as a Taxable Client	Taxable Client	EUR 5,000
Class CN	NL0015614694			Dutch tax resident Investors, being clients of ABN AMRO Bank or ABN AMRO Group affiliated companies and authorized investors, provided that they qualify as a Non-Taxable Client	Non-Taxable Client	
Class X	NL0015530197	Yes	Yes	Dutch resident Institutional Investors, CIS, provided that they qualify as a Taxable Client	Taxable Client	EUR 20,000,000
Class XN	NL0015530205			Institutional Investors, CIS, provided that they qualify as a Non-Taxable Client	Non-Taxable Client	

(1) At the discretion of the Fund Manager, these minimum holding amounts may be waived. In such case, the Fund Manager will ensure that concerned investors are equally treated.

6. FEES AND COSTS

Maximum recurring fees and costs payable by the sub-fund

Category	Management fee	Performance fee	Distribution fee	Other fees
Class A, AN	0,65%	-	-	0.18%
Class C, CN	0,45%	-	-	0.18%
Class X, XN	0.25%	-	-	0.18%

(1) In addition, the Fund may be subject to foreign UCI's tax, and/or other regulators levy, in the country where the sub-fund is registered for distribution.

Maximum non-recurring fees and costs payable by the investor to the placing agents

Category	Subscription fee	Conversion fee ⁽¹⁾	Redemption fee
Class A, AN	5.00%	1.00%	1.00%
Class C, CN	5.00%	1.00%	1.00%
Class X, XN	5.00%	1.00%	1.00%

(1) In the event of conversion to a sub-fund with a higher subscription fee, the difference may be payable

7. HISTORICAL RETURNS

The sub-fund is newly initiated therefore historical returns cannot yet be disclosed.

8. ACCOUNTING AND REFERENCE CURRENCY

EUR, currency of expression of the sub-fund.

9. NET ASSET VALUE

The denomination of the sub-funds' Net Asset Value will be euro.

Calculation of the sub-funds' Net Asset Value will occur each Business Day in the Netherlands, provided that the financial markets corresponding to a significant proportion (approximately 50%) of the Fund Investments of the sub-fund were open at least one day after the day that served as the basis for calculating the preceding Net Asset Value.

It is available at the Fund's registered office, from local agents, and in any newspapers designated by the Fund Manager and the Website www.abnamroinvestmentsolutions.com.

10. TERMS OF SUBSCRIPTION / CONVERSION / REDEMPTION

Subscription, redemption and conversion orders will be processed at an unknown Net Asset Value in accordance with the rules set out below, only on Business Days in the Netherlands, and the time mentioned is Dutch time.

Centralization of orders	Orders Trade Date	Net Asset Value calculation and publication date	Orders Settlement Date
16:00 CET on the day preceding the Valuation Day (i.e., Dealing Deadline) (D-1)	Valuation Day (D)	Day after the Valuation Day (D+1)	Maximum two Business Days after the Valuation Day (i.e., Settlement Date) (D+2) ⁽¹⁾

(1) If the Settlement Date is a currency holiday, the settlement will occur the following Business Day.

11. LISTING

The sub-fund is not listed.

ABN AMRO PICTET GLOBAL ENVIRONMENTAL EQUITIES

1. THE SUB-FUND

The name of the Sub-Fund is the ABN AMRO Pictet Global Environmental Equities Fund (the “**sub-fund**”). The Launch Date of the sub-fund shall be determined by the Fund Manager. The sub-fund shall continue to exist for an indefinite period of time.

2. INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS

2.1 Investment Objective

The investment objective of the sub-fund is to provide its Investors long term growth on their capital invested in the sub-fund, such growth consisting of capital appreciation and distributions, arising from a direct or indirect investment in a diversified and actively managed portfolio of Securities issued by companies that are active throughout the environmental value chain.

2.2 Investor Profile

The Units of the sub-fund are available to both retail investors and professional investors seeking to achieve an investment objective which aligns with the investment objective of the sub-fund as described in paragraph 1.1. of this Supplement. Professional investors are eligible to acquire a separate Unit Class when their investments exceed the predetermined thresholds as referred to in paragraph 5 of this Supplement.

2.3 Investment Policy

The sub-fund is actively managed and invests mainly in Securities issued by companies active throughout the environmental value chain, for example in agriculture, forestry, clean energy and water.

The sub-fund invests its Fund Investments, in accordance with the Investment Restrictions, predominantly in Securities, such as equities, other equity shares such as co-operative shares and participation certificates, or warrants on transferable equity securities issued by companies which are domiciled worldwide.

Selection of the Fund Investments by the Fund Manager will rely on a combination of financial criteria, as well as Environmental, Social and Governance (ESG) criteria. Moreover, in compliance with UN PRI Principles the sub-fund excludes direct investments in securities issued by companies involved in highly controversial activities (such as tobacco production, controversial weapons production) and/or in severe breach with the UN Global Compact Principles.

The minimum asset allocation in such selected Securities, as referred to in the first sentence of the previous paragraph, on a consolidated basis (direct and indirect Fund Investments) will be 60% of the sub-fund's Fund Assets. Moreover, the minimum sub-fund's Fund Investments in Securities such as equities will be 75% of the sub-fund's net Fund Assets.

The sub-fund may invest for a maximum of 10% of its Fund Assets in CIS that have been selected in accordance with a number of qualitative and quantitative financial and non-financial criteria. Through a qualitative analysis the stability and strength of the investment manager of the relevant CIS, as well as its investment process and philosophy of the CIS will be assessed. The quantitative selection process aims to select only prospective Fund Investments with proven risk-adjusted performance.

The sub-fund may also hold on an ancillary basis cash and cash equivalents including certificates of deposit and short-term deposits.

The sub-fund may also invest in debt securities (such as fixed and floating rate bonds, money market instruments, including high yield bonds) for up to 10% of its Fund Assets, in particular for cash management purposes.

The use of financial derivative instruments is restricted to:

- instruments that are listed on a Regulated Market or other multilateral system operated and/or managed by a market operator, all in accordance with the sub-fund's investment policy (including but not limited to interest rate futures, bond futures, swap note futures, currency futures);
- OTC instruments for currency hedging purposes (including, but not limited to forward and foreign currency exchange contracts).

The use of OTC instruments for purpose other than currency hedging is prohibited (including, but not limited to OTC derivatives, CDS & CDO contracts).

This sub-fund is actively managed and is compared to the Benchmark Index MSCI World TR Net in Euro as provided by MSCI Limited for performance and risk level indicator purposes. However, the reference to this Benchmark Index does not constitute any objective or limitation in the management and composition of the portfolio and the sub-fund does not restrain its universe to the Benchmark Index components. Therefore, returns may deviate materially from the performance of the Benchmark Index.

3. EXTERNAL INVESTMENT MANAGER

Pictet Asset Management SA

4. RISK FACTORS

The generic risks applicable to the Fund are listed in chapter 4 (Risk Factors) of the Prospectus. With respect to the sub-fund, in addition to those risks set out below, the following risks in particular should be considered:

- Equity Market risk
- Derivatives risk
- Operational and custody risk,
- ESG risk,
- Emerging markets risk,
- Small cap, specialized or restricted sectors risk; and
- Warrant risk.

5. UNIT CLASSES, MINIMUM HOLDING, INVESTORS AND TAXES

Category	ISIN code	Registered	Dividend	Investors	Taxes	Minimum Holding ⁽¹⁾
Class A	NL0015530213	Yes	Yes	All Dutch tax resident investors, provided that they qualify as a Taxable Client	Taxable Client	EUR 100
Class AN	NL0015530221			All investors, provided that they qualify as a Non-Taxable Client	Non Taxable Client	
Class C	NL0015530239	Yes	Yes	Investors being clients of ABN AMRO Bank or ABN AMRO Group affiliated companies and authorized investors, provided that they qualify as a Taxable Client	Taxable Client	EUR 5,000

(1) At the discretion of the Fund Manager, these minimum holding amounts may be waived. In such case, the Fund Manager will ensure that concerned investors are equally treated.

6. FEES AND COSTS

Maximum recurring fees and costs payable by the sub-fund

Category	Management fee	Performance fee	Distribution fee	Other fees
Class A, AN	1,00%	-	-	0.18%
Class C	0,85%	-	-	0.18%

(1) In addition, the Fund may be subject to foreign UCI's tax, and/or other regulators levy, in the country where the sub-fund is registered for distribution.

Maximum non-recurring fees and costs payable by the investor to the placing agents

Category	Subscription fee	Conversion fee ⁽¹⁾	Redemption fee
Class A, AN	5.00%	1.00%	1.00%
Class C	5.00%	1.00%	1.00%

(1) In the event of conversion to a sub-fund with a higher subscription fee, the difference may be payable

7. HISTORICAL RETURNS

The sub-fund is newly initiated therefore historical returns cannot yet be disclosed.

8. ACCOUNTING AND REFERENCE CURRENCY

EUR, currency of expression of the sub-fund.

9. NET ASSET VALUE (NAV)

The denomination of the sub-funds' Net Asset Value will be euro.

Calculation of the sub-funds' Net Asset Value will occur each Business Day in the Netherlands, provided that the financial markets corresponding to a significant proportion (approximately 50%) of the Fund Investments of the sub-fund were open at least one day after the day that served as the basis for calculating the preceding Net Asset Value.

It is available at the Fund's registered office, from local agents, and in any newspapers designated by the Fund Manager and the Website www.abnamroinvestmentsolutions.com.

10. TERMS OF SUBSCRIPTION / CONVERSION / REDEMPTION

Subscription, redemption and conversion orders will be processed at an unknown Net Asset Value in accordance with the rules set out below, only on Business Days in the Netherlands, and the time mentioned is Dutch time.

Centralization of orders	Orders Trade Date	Net Asset Value calculation and publication date	Orders Settlement Date
16:00 CET on the day preceding the Valuation Day (i.e., Dealing Deadline) (D-1)	Valuation Day (D)	Day after the Valuation Day (D+1)	Maximum two Business Days after the Valuation Day (i.e., Settlement Date) (D+2) ⁽¹⁾

(1) If the Settlement Date is a currency holiday, the settlement will occur the following Business Day.

11. LISTING

The sub-fund is not listed.

ABN AMRO BNP PARIBAS DISRUPTIVE TECHNOLOGY EQUITIES

1. THE SUB-FUND

The name of the Sub-Fund is the ABN AMRO BNP Paribas Disruptive Technology Equities Fund (the “**sub-fund**”). The Launch Date of the sub-fund shall be determined by the Fund Manager. The sub-fund shall continue to exist for an indefinite period of time.

2. INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS

2.1 Investment Objective

The investment objective of the sub-fund is to provide its Investors long term growth on their capital invested in the sub-fund, such growth consisting of capital appreciation and distributions, arising from a direct or indirect investment in a diversified and actively managed portfolio of Securities issued by innovative technology companies.

2.2 Investor Profile

The Units of the sub-fund are available to both retail investors and professional investors seeking to achieve an investment objective which aligns with the investment objective of the sub-fund as described in paragraph 2.1. of this Supplement. Professional investors are eligible to acquire a separate Unit Class when their investments exceed the predetermined thresholds as referred to in paragraph 5 of this Supplement.

2.3 Investment Policy

The sub-fund is actively managed and invests mainly in Securities issued by companies which enable or profit from innovative technologies, including but not limited to (i) artificial intelligence, (ii) cloud computing, and (iii) robotics.

The sub-fund invests its Fund Investments, in accordance with the Investment Restrictions, predominantly in Securities, such as equities, other equity shares such as co-operative shares and participation certificates, or warrants on transferable equity securities issued by companies which are domiciled worldwide.

Selection of the Fund Investments by the Fund Manager will rely on a combination of financial criteria, as well as Environmental, Social and Governance (ESG) criteria. Moreover, in compliance with UN PRI Principles the sub-fund excludes direct investments in securities issued by companies involved in highly controversial activities (such as tobacco production, controversial weapons production) and/or in severe breach with the UN Global Compact Principles.

The minimum asset allocation in such selected Securities, as referred to in the first sentence of the previous paragraph, on a consolidated basis (direct and indirect Fund Investments) will be 60% of the sub-fund's Fund Assets. Moreover, the minimum sub-fund's Fund Investments in Securities such as equities will be 75% of the sub-fund's net Fund Assets.

The sub-fund may invest for a maximum of 10% of its Fund Assets in CIS that have been selected in accordance with a number of qualitative and quantitative financial and non-financial criteria. Through a qualitative analysis the stability and strength of the investment manager of the relevant CIS, as well as its investment process and philosophy of the CIS will be assessed. The quantitative selection process aims to select only prospective Fund Investments with proven risk-adjusted performance.

The sub-fund may also hold on an ancillary basis cash and cash equivalents including certificates of deposit and short-term deposits.

The sub-fund may also invest in debt securities (such as fixed and floating rate bonds, money market instruments, including high yield bonds) for up to 10% of its Fund Assets, in particular for cash management purposes.

The use of financial derivative instruments is restricted to:

- instruments that are listed on a Regulated Market or other multilateral system operated and/or managed by a market operator, all in accordance with the sub-fund's investment policy (including but not limited to interest rate futures, bond futures, swap note futures, currency futures);
- OTC instruments for currency hedging purposes (including, but not limited to forward and foreign currency exchange contracts).

The use of OTC instruments for purpose other than currency hedging is prohibited (including, but not limited to OTC derivatives, CDS & CDO contracts).

This sub-fund is actively managed and is compared to the Benchmark Index MSCI World TR Net in Euro as provided by MSCI Limited for performance and risk level indicator purposes. However, the reference to this Benchmark Index does not constitute any objective or limitation in the management and composition of the portfolio and the sub-fund does not restrain its universe to the Benchmark Index components. Therefore, returns may deviate materially from the performance of the Benchmark Index.

3. EXTERNAL INVESTMENT MANAGER

BNP Paribas Asset Management France

4. RISK FACTORS

The generic risks applicable to the Fund are listed in chapter 4 (Risk Factors) of the Prospectus. With respect to the sub-fund, in addition to those risks set out below, the following risks in particular should be considered:

- Equity Market risk
- Derivatives risk
- Operational and custody risk,
- ESG risk
- Emerging markets risk,
- Small cap, specialized or restricted sectors risk; and
- Warrant risk.

5. UNIT CLASSES, MINIMUM HOLDING, INVESTORS AND TAXES

Category	ISIN code	Registered	Dividend	Investors	Taxes	Minimum Holding ⁽¹⁾
Class A	NL0015530247	Yes	Yes	All Dutch tax resident investors, provided that they qualify as a Taxable Client	Taxable Client	EUR 100
Class AN	NL0015530254			All investors, provided that they qualify as a Non-Taxable Client	Non Taxable Client	
Class C	NL0015530262	Yes	Yes	Dutch tax resident Investors, being clients of ABN AMRO Bank or ABN AMRO Group affiliated companies and authorized investors provided that they qualify as Taxable client	Taxable Client	EUR 5,000

(1) At the discretion of the Fund Manager, these minimum holding amounts may be waived. In such case, the Fund Manager will ensure that concerned investors are equally treated.

6. FEES AND COSTS

Maximum recurring fees and costs payable by the sub-fund

Category	Management fee	Performance fee	Distribution fee	Other fees
Class A, AN	1,00%	-	-	0.18%
Class C	0,85%	-	-	0.18%

(1) In addition, the Fund may be subject to foreign UCI's tax, and/or other regulators levy, in the country where the sub-fund is registered for distribution.

Maximum non-recurring fees and costs payable by the investor to the placing agents

Category	Subscription fee	Conversion fee ⁽¹⁾	Redemption fee
Class A, AN	5.00%	1.00%	1.00%
Class C	5.00%	1.00%	1.00%

(1) In the event of conversion to a sub-fund with a higher subscription fee, the difference may be payable

7. HISTORICAL RETURNS

The sub-fund is newly initiated therefore historical returns cannot yet be disclosed.

8. ACCOUNTING AND REFERENCE CURRENCY

EUR, currency of expression of the sub-fund.

9. NET ASSET VALUE (NAV)

The denomination of the sub-funds' Net Asset Value will be euro. Calculation of the sub-funds' Net Asset Value will occur each Business Day in the Netherlands, provided that the financial markets corresponding to a significant proportion (approximately 50%) of the assets of the sub-fund were open at least one day after the day that served as the basis for calculating the preceding Net Asset Value.

It is available at the Fund's registered office, from local agents, and in any newspapers designated by the Fund Manager and the Website www.abnamroinvestmentsolutions.com.

10. TERMS OF SUBSCRIPTION / CONVERSION / REDEMPTION

Subscription, redemption and conversion orders will be processed at an unknown Net Asset Value in accordance with the rules set out below, only on Business Days in the Netherlands and the time mentioned is Dutch time.

Centralization of orders	Orders Trade Date	Net Assue Value calculation and publication date	Orders Settlement Date
16:00 CET on the day preceding the Valuation Day (i.e., Dealing Deadline) (D-1)	Valuation Day (D)	Day after the Valuation Day (D+1)	Maximum two Business Days after the Valuation Day (i.e., Settlement Date) (D+2) ⁽¹⁾

(1) If the Settlement Date is a currency holiday, the settlement will occur the following business day.

11. LISTING

The sub-fund is not listed.

ABN AMRO ROBECO GLOBAL CONSUMER TRENDS EQUITIES

1. THE SUB-FUND

The name of the Sub-Fund is the ABN AMRO Robeco Global Consumer Trends Fund (the “**sub-fund**”). The Launch Date of the sub-fund shall be determined by the Fund Manager. The sub-fund shall continue to exist for an indefinite period of time.

2. INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS

2.1 Investment Objective

The investment objective of the sub-fund is to provide its Investors long term growth on their capital invested in the sub-fund, such growth consisting of capital appreciation and distributions, arising from a direct and indirect investment in diversified and actively managed portfolio of Securities issued by companies which benefit from the expected increase in consumer spending.

2.2 Investor Profile

The Units of the sub-fund are available to both retail investors and professional investors seeking to achieve an investment objective which aligns with the investment objective of the sub-fund as described in paragraph 1.1. of this Supplement. Professional investors are eligible to acquire a separate Unit Class when their investments exceed the predetermined thresholds as referred to in paragraph 5 of this Supplement.

2.3 Investment Policy

The sub-fund is actively managed and invests mainly in Securities issued by companies which benefit from the expected increase in consumer spending.

The sub-fund invests its Fund Investments, in accordance with the Investment Restrictions, predominantly in Securities, such as equities, other equity shares such as co-operative shares and participation certificates, or warrants on transferable equity securities issued by companies which are domiciled worldwide.

In compliance with UN PRI Principles the sub-fund excludes direct investments in securities issued by companies involved in highly controversial activities (such as tobacco production, controversial weapons production) and/or in severe breach with the UN Global Compact Principles.

The minimum asset allocation in such selected Securities, as referred to in the first sentence of the previous paragraph, on a consolidated basis (direct and indirect Fund Investments) will be 60% of the sub-fund's Fund Assets. Moreover, the minimum sub-fund's Fund Investments in Securities such as equities will be 75% of the sub-fund's net Fund Assets.

The sub-fund may invest for a maximum of 10% of its Fund Assets in CIS that have been selected in accordance with a number of qualitative and quantitative financial and non-financial criteria. Through a qualitative analysis the stability and strength of the investment manager of the relevant CIS, as well as its investment process and philosophy of the CIS will be assessed. The quantitative selection process aims to select only prospective Fund Investments with proven risk-adjusted performance.

The sub-fund may also hold on an ancillary basis cash and cash equivalents including certificates of deposit and short-term deposits.

The sub-fund may also invest in debt securities (such as fixed and floating rate bonds, money market instruments, including high yield bonds) for up to 10% of its Fund Assets, in particular for cash management purposes.

The use of financial derivative instruments is restricted to:

- instruments that are listed on a Regulated Market or other multilateral system operated and/or managed by a market operator, all in accordance with the sub-fund's investment policy (including but not limited to interest rate futures, bond futures, swap note futures, currency futures);

- OTC instruments for currency hedging purposes (including, but not limited to forward and foreign currency exchange contracts).

The use of OTC instruments for purpose other than currency hedging is prohibited (including, but not limited to OTC derivatives, CDS & CDO contracts).

This sub-fund is actively managed and is compared to the Benchmark Index MSCI All Country World TR Net in Euro as provided by MSCI Limited for performance and risk level indicator purposes. However, the reference to this Benchmark Index does not constitute any objective or limitation in the management and composition of the portfolio and the sub-fund does not restrain its universe to the Benchmark Index components. Therefore, returns may deviate materially from the performance of the Benchmark Index.

3. EXTERNAL INVESTMENT MANAGER

Robeco Institutional Asset Management B.V.

4. RISK FACTORS

The generic risks applicable to the Fund are listed in chapter 4 (Risk Factors) of the Prospectus. With respect to the sub-fund, the following risks in particular should be considered:

- Equity Market risk
- Derivatives risk
- Operational and custody risk,
- ESG risk,
- Emerging markets risk,
- Small cap,
- specialized or restricted sectors risk; and
- Warrant risk.

5. UNIT CLASSES, MINIMUM HOLDING, INVESTORS AND TAXES

Category	ISIN code	Registered	Dividend	Investors	Taxes	Minimum Holding ⁽¹⁾
Class A	NL0015530270	Yes	Yes	All Dutch tax resident investors provided that they qualify as a Taxable Client	Taxable Client	EUR 100
Class AN	NL0015530288			All investors, provided that they qualify as a Non-taxable Client	Non Taxable Client	
Class C	NL0015530296	Yes	Yes	Dutch tax resident Investors, being clients of ABN AMRO Bank or ABN AMRO Group affiliated companies and authorized investors, provided that they qualify as a Taxable Client	Taxable Client	EUR 5,000

(1) At the discretion of the Fund Manager, these minimum holding amounts may be waived. In such case, the Fund Manager will ensure that concerned investors are equally treated.

6. FEES AND COSTS

Maximum recurring fees and costs payable by the sub-fund

Category	Management fee	Performance fee	Distribution fee	Other fees
Class A, AN	1,00%	-	-	0.18%
Class C	0,85%	-	-	0.18%

(1) In addition, the Fund may be subject to foreign UCI's tax, and/or other regulators levy, in the country where the sub-fund is registered for distribution.

Maximum non-recurring fees and costs payable by the investor to the placing agents

Category	Subscription fee	Conversion fee ⁽¹⁾	Redemption fee
Class A, AN	5.00%	1.00%	1.00%
Class C	5.00%	1.00%	1.00%

(1) In the event of conversion to a sub-fund with a higher subscription fee, the difference may be payable

7. HISTORICAL RETURNS

The sub-fund is newly initiated therefore historical returns cannot yet be disclosed.

8. ACCOUNTING AND REFERENCE CURRENCY

EUR, currency of expression of the sub-fund.

9. NET ASSET VALUE (NAV)

The denomination of the sub-funds' Net Asset Value will be euro.

Calculation of the sub-funds' Net Asset Value will occur each Business Day in the Netherlands, provided that the financial markets corresponding to a significant proportion (approximately 50%) of the Fund Investments of the sub-fund were open at least one day after the day that served as the basis for calculating the preceding Net Asset Value.

It is available at the Fund's registered office, from local agents, and in any newspapers designated by the Fund Manager and the Website www.abnamroinvestmentsolutions.com.

10. TERMS OF SUBSCRIPTION / CONVERSION / REDEMPTION

Subscription, redemption and conversion orders will be processed at an unknown Net Asset Value in accordance with the rules set out below, only on Business Days in Luxembourg, and the time mentioned is Dutch time.

Centralization of orders	Orders Trade Date	Net Asset Value calculation and publication date	Orders Settlement Date
16:00 CET on the day preceding the Valuation Day (i.e., Dealing Deadline) (D-1)	Valuation Day (D)	Day after the Valuation Day (D+1)	Maximum two Business Days after the Valuation Day (i.e., Settlement Date) (D+2) ⁽¹⁾

(1) If the Settlement Date is a currency holiday, the settlement will occur the following Business Day.

11. LISTING

The sub-fund is not listed.