

AZ FUND 1

**Umbrella fund
under Luxembourg law**

AZ Fund Management S.A.

**with registered office in Luxembourg
35, avenue Monterey
(registered at the Trade Registry under RCS Luxembourg B 73 617)
(hereinafter the "Company")**

MANAGEMENT REGULATIONS

AMENDMENTS

EFFECTIVE AS OF 18 NOVEMBER 2014

IT WAS RESOLVED TO CHANGE

THE MANAGEMENT REGULATIONS AS FOLLOWS:

MANAGEMENT REGULATIONS

of the umbrella fund

AZ FUND 1

1. The Fund

AZ FUND 1 (the "**Fund**") is an umbrella mutual fund governed by Luxembourg law, in compliance with Part I of the Luxembourg law of 17 December 2010 on undertakings for collective investment as amended (hereinafter the "**Law**"), set up in Luxembourg on an initiative of AZIMUT Holding S.p.A.

The Fund is constituted as an umbrella fund and is not a legal entity. Investors are entitled to undivided co-ownership of Fund assets, which are held separately from the assets of the Company.

The Fund constitutes an undivided co-proprietorship of the transferable securities and other financial assets owned by the investors, managed by AZ Fund Management S.A. (hereinafter the "**Company**"), a public limited company (société anonyme) established under Luxembourg law, in the exclusive interest of the investors based on the risk-sharing principle.

Fund assets are and shall remain distinct and separated from those of the Company and the other managed funds.

All Fund assets are deposited with the custodian bank BNP Paribas Securities Services, Luxembourg branch (hereinafter the "**Custodian Bank**"), with offices at 33, rue de Gasperich, L-5826 Hesperange, under a Custodian Bank agreement.

BNP Paribas Securities Services is a bank organised as a Partnership limited by shares (société en commandite par actions) under French law and is a wholly-owned subsidiary of BNP Paribas.

The rights and obligations of the investors, the Company and the Custodian Bank are established by the contract clauses set out below, which constitute the management regulations of the Fund (hereinafter the "Management Regulations").

The accounts of the Fund shall be denominated in Euro. The accounts shall be closed each year on the 31 December. The Fund's Auditor shall be appointed each year by the Company.

2. The Company

The Fund is managed by AZ Fund Management S.A., with registered office in Luxembourg at 35, avenue Monterey, L-2163.

Within the limits of these Management Regulations, the Company shall hold and have full powers to manage and administer the Fund on behalf of the investors, as well as to exercise such functions as, but not limited to:

- Portfolio management
- Administration:
 - a) legal services and Fund accounting;
 - b) enquiries from clients;
 - c) portfolio valuation and determination of the value of units;
 - d) monitoring compliance with law provisions and regulations;
 - e) keeping the Register of Unitholders;
 - f) payment of income distributions as appropriate;
 - g) issue, redemption and conversion of units;
 - h) entering into and terminating contracts;
 - i) recording and record-keeping of transactions.

- Marketing

If the Company is prevented from exercising its functions for exceptional reasons, the Company may appoint an institution pro tempore in Luxembourg to exercise and discharge all or part of the rights and obligations under these Management Regulations. Moreover, the Company may delegate, under its responsibility and subject to its final review, all or part of its functions to duly qualified third parties.

The Company may give up its mandate:

1. when its obligations are assumed by another management company, provided that such transfer of obligations occurs in compliance with the Law or these Management Regulations;
2. if the Fund is terminated.

The Company has the power to represent investors at the general meetings of companies whose securities are held in the Fund and vote in their place at such meetings.

The Company has the obligation to fulfil this mandate in the exclusive interest of the investors and in compliance with the law provisions applicable to the Company.

Neither the Company nor the Custodian Bank, acting in the name of the Fund, may grant loans or stand surety for third parties.

The Company has engaged in arrangements with certain counterparties under which broker-dealers will be charged for the provision of goods and non-core services of various types (e.g. research, consulting or ICT services) selected and utilised by the Company. All goods and services obtained under such arrangements are aimed at assisting in the management activities in respect of the Fund for which the trading transactions are ordered, and are used for this purpose.

The terms of agreement and established procedures for the provision of trading services are such to ensure that any transactions executed on behalf of the Fund are not carried out under comparatively unfavourable conditions, as the dealer has undertaken to provide best execution to the Company.

3. The Custodian Bank

The Custodian Bank is appointed by the Company. Such appointment may be cancelled at any time by either party, by giving at least three months' written notice. The corresponding name shall appear on all prospectuses and financial reports relating to the Fund.

BNP Paribas Securities Services, Luxembourg branch, is the appointed Custodian Bank of Fund assets.

All securities and cash held in the Fund are held in the Fund's name and deposited with the Custodian Bank, that fulfils its duties and obligations under the Law.

In accordance with usual bank practices, the Custodian Bank may place some Fund assets that are not listed or traded in Luxembourg in the custody of other institutions.

The Custodian Bank takes the necessary actions to dispose of the Fund's assets. It will execute orders and comply with the instructions of the Company, provided that they comply with law provisions and the Management Regulations.

In particular, the Custodian Bank will:

- a) ensure that the Units of the different sub-funds of the Fund (hereinafter the "Sub-funds") are sold, issued, redeemed or cancelled on behalf of the Fund or by the Company in accordance with the Law or the Management Regulations;
- b) ensure that the value of the Units of the different Sub-funds of the Fund is calculated in accordance with the Law or the Management Regulations;

- c) carry out the instructions of the Company, unless they infringe the Law or the Management Regulations;
- d) ensure that the consideration for transactions relating to the Fund's assets is remitted to the Custodian Bank within the usual time limits;
- e) ensure that the Fund's income is utilised in accordance with the Management Regulations.

The Custodian Bank will be remunerated for its services as provided for by the Custodian Bank agreement entered into between the Company and the Custodian Bank.

The Company may terminate the Custodian Bank's duties by giving at least three months' written notice to the Custodian Bank; likewise, the Custodian Bank may give up its mandate by giving the Company at least three months' written notice.

4. Investment policy and restrictions

For the purposes of this chapter, each Sub-fund is deemed to be an individual undertaking for collective investment in transferable securities.

The rules and restrictions set out below will apply to the Fund and all Sub-funds of the Fund (hereinafter the "**Sub-funds**"):

I. General provisions

The Fund will observe the criteria and restrictions laid down below in respect of each of its Sub-funds:

1) The Fund will invest exclusively in:

- a)** transferable securities and money market instruments admitted to listing/trading in a regulated market;
- b)** transferable securities and money market instruments dealt on another regulated market in a Member State of the European Union which operates regularly and is recognised and open to the public;
- c)** transferable securities and money market instruments admitted to listing on a stock exchange in a non-EU Member State or dealt on another regulated market in a non-EU Member State which operates regularly and is recognised and open to the public, i.e. a stock exchange or other regulated market in any state in America, Europe, Africa, Asia and Oceania;
- d)** recently issued transferable securities and money market instruments, provided that:
 - i. the terms of issue include an undertaking to submit an application for admission to official listing on a stock exchange or other regulated market which operates regularly and is recognised and open to the public, i.e. a stock exchange or other regulated market in any state in America, Europe, Africa, Asia and Oceania;
 - ii. admission is obtained within one year of issue at the latest;
- e)** units of UCITS authorised according to Directive 2009/65/EC and/or other UCIs as defined in Article 1, paragraph 2, letters a) and b) of Directive 2009/65/EC, whether or not established in an EU Member State, provided that:
 - such other UCIs are authorised under laws which provide that they are subject to supervision considered by the Luxembourg supervisory authority Commission de Surveillance du Secteur Financier ("**CSSF**") to be equivalent to that laid down in Community law, and that cooperation between authorities is sufficiently ensured;
 - the level of protection for unit-holders in such other UCIs is equivalent to that provided for unit-holders in a UCITS, and in particular that the rules governing asset allocation, borrowing, lending and the short-selling of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC;

- the activity of such other UCIs is subject to half-yearly and annual reporting such to allow the formation of an opinion on assets and liabilities, profit and on the transactions carried out during the reporting period;
- the UCITS or other UCIs in which each Sub-fund is planning to invest are not allowed to invest more than 10% of their assets in other UCITS or UCIs pursuant to their statutes or articles of incorporation;

Sub-funds that qualify as feeder UCITS must invest at least 85% of their assets in another UCIT or Sub-fund of a UCIT, in compliance with law requirements and Luxembourg regulations, and as per the definition provided in the Prospectus.

A Sub-fund that qualifies as feeder UCITS may hold up to 15% of its assets in one or more of the following instruments:

- ancillary liquid assets pursuant to Article 41, paragraph 2 of the Law of 2010, and
- financial instruments which may be used only for hedging purposes pursuant to the applicable provisions of Article 41(1)(g) and Article 42 (2) and (3) of the Law of 2010.

In that case, Investors will be advised in advance and the corresponding information will be made available to affected Investors.

f) deposits with a credit institution which are repayable on demand or which may be withdrawn, with maturity up to twelve months, provided that the credit institution has its registered office in an EU Member State or, if the credit institution has its registered office in a non-EU Member State, that it is subject to prudential rules considered by CSSF as equivalent to those laid down in Community law;

g) derivative financial instruments, including similar cash-settled instruments dealt in on a regulated market as set out in the preceding sub-paragraphs a), b) and c); and/or derivative financial instruments traded over-the-counter (“OTC derivatives”), provided that:

- the underlying assets consist in instruments as set out in the paragraph 1) above, sub-paragraphs a) to f), financial indices, interest rates, foreign exchange rates or currencies, in which each sub-fund may invest according to its investment objectives;
- the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by CSSF; and
- the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value, at the Company’s initiative;

h) money market instruments other than those dealt in on a regulated market, if the issuer or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that such instruments are:

- issued or guaranteed by a central, regional or local authority or central bank of an EU Member State, the European Central Bank, the European Union or the European Investment Bank, a non-EU Member State or, in the case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more EU Member States belong; or
- issued by an undertaking any securities of which are dealt in on regulated markets as set out in sub-paragraphs a), b) or c) above; or
- issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by Community law, or by an establishment which is subject to and complies with prudential rules considered by CSSF to be at least as stringent as those laid down by Community law; or
- issued by other bodies belonging to the categories approved by CSSF, provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, second or third sub-paragraphs above and provided that the issuer is a company whose capital and reserves amount to at least ten million euro (Euro 10,000,000) and which presents and publishes its annual accounts in accordance with the

Fourth Directive 78/660/EEC, or is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking credit line.

- 2) Nonetheless, the Fund may invest up to 10% of the net assets of each Sub-fund in transferable securities and money market instruments other than those set out in paragraph 1).
- 3) The Fund may not invest in real estate assets.
- 4) The Fund may not acquire precious metals or certificates representing them for any Sub-fund.
- 5) Each Sub-fund of the Fund may hold liquid assets on an ancillary basis. Nonetheless, the Company reserves the right to hold significant amounts of liquid assets within each Sub-fund in the event of adverse market conditions or when an investment opportunity arises.
- 6) (a) The Fund may not invest more than 10% of the net assets of each Sub-fund in transferable securities and money market instruments of the same issuer. A Sub-fund may not invest more than 20% of its assets in deposits made with the same entity. The counterparty risk of the Company in an OTC derivative transaction may not exceed 10% of its assets if the counterparty is a credit institution as set out in paragraph 1), sub-paragraph f) above, or 5% of its assets in all other cases.

(b) Moreover, in addition to the limit set forth in paragraph 6) (a) above, the total value of the transferable securities and the money market instruments held by each Sub-fund in the issuers in which any given Sub-fund invests more than 5% of its net assets may not exceed 40% of the value of that Sub-fund's net assets.

This limitation does not apply to deposits or OTC derivative transactions made with financial institutions subject to prudential supervision.

Notwithstanding the individual limits set forth in paragraph 6) (a) above, none of the Sub-funds may combine:

- investments in transferable securities or money market instruments issued by the same entity;
- deposits made with the same entity, and/or
- exposures arising from OTC derivative transactions undertaken with a single entity in excess of 20% of their respective net assets.

(c) The 10% limit laid down in paragraph 6) (a), first clause, may be raised to 35% maximum when the transferable securities or money market instruments are issued or guaranteed by an EU Member State or its local authorities, or by a non-EU European State or a state within North America, South America, Asia, Africa or Oceania, or by a public international organisation to which one or more EU Member States belong.

(d) The 10% limit laid down in paragraph 6) (a), first clause, may be raised to 25% maximum for certain bonds when they are issued by a credit institution which has its registered office in an EU Member State and is subject by law to special public supervision aimed at protecting bondholders. In particular, sums deriving from the issue of such bonds must be invested in accordance with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in the event of failure of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of accrued interest. If the Fund invests more than 5% of the net assets of each Sub-fund in the bonds referred to in this sub-paragraph and these bonds are issued by a single issuer, the total value of these investments may not exceed 80% of the net assets of each Sub-fund of the Fund.

Under the provisions of Luxembourg law and regulations, the Sub-funds of the Fund may qualify either as feeder UCITS (hereinafter "**Feeder(s)**") or as master UCITS (hereinafter "**Master(s)**"). A Feeder will invest at least 85% of its net assets in the same master UCITS or sub-fund of a UCITS. An existing sub-fund may be converted to feeder or master in compliance with Luxembourg law requirements and regulations. An existing Feeder or Master may be converted to a standard sub-fund which is neither a feeder UCITS nor a master UCITS. A Feeder may replace the Master UCITS with another master UCITS. A Sub-fund qualifying as Feeder will be identified as such in its description in Appendix I.

(e) The transferable securities and money market instruments referred to in sub-paragraphs (c) and (d) are not taken into account for the purpose of applying the limit of 40% set forth in paragraph (b). The limits set out in paragraphs (a), (b), (c) and (d) may not be cumulative; accordingly, the aggregate investments in transferable securities or money market instruments of the same issuer, in deposits or derivative instruments made with that issuer, in accordance with sub-paragraphs (a), (b), (c) and (d), may under no circumstances exceed 35% of the net assets of each Sub-fund of the Fund.

Companies which are included in the same group for the purposes of consolidated accounts as defined in Directive 83/349/EEC or in accordance with recognised international accounting rules, are regarded as a single entity for the purpose of calculating the limits provided for in this sub-paragraph 6).

Each Sub-fund may invest in aggregate up to 20% of its net assets in transferable securities and money market instruments of the same group.

PURSUANT TO ARTICLE 44 OF THE LAW, THE SUB-FUNDS OF THE FUND ARE AUTHORISED TO INVEST UP TO 20% OF THEIR NET ASSETS IN SHARES AND/OR BONDS ISSUED BY THE SAME ENTITY WHEN THEIR INVESTMENT POLICY AIMS TO REPLICATE THE COMPOSITION OF A SPECIFIC STOCK OR BOND INDEX RECOGNISED BY CSSF, PROVIDED THAT:

- **INDEX COMPOSITION IS SUFFICIENTLY DIVERSIFIED;**
- **THE INDEX REPRESENTS AN ADEQUATE BENCHMARK FOR THE MARKET TO WHICH IT REFERS;**
- **THE INDEX IS PUBLISHED IN AN APPROPRIATE MANNER.**

THIS 20% LIMIT MAY BE RAISED TO 35% FOR A SINGLE ISSUER IN THE EVENT OF EXCEPTIONAL MARKET CONDITIONS ON REGULATED MARKETS WHERE CERTAIN TRANSFERABLE SECURITIES OR MONEY MARKET INSTRUMENTS ARE HIGHLY DOMINANT.

MOREOVER, UNDER ARTICLE 45 OF THE LAW, THE FUND IS AUTHORISED TO INVEST UP TO 100% OF THE NET ASSETS OF EACH SUB-FUND IN TRANSFERABLE SECURITIES AND MONEY MARKET INSTRUMENTS ISSUED OR GUARANTEED BY AN EU MEMBER STATE OR ITS LOCAL AUTHORITIES, OR BY AN OECD MEMBER STATE, BRAZIL OR BY PUBLIC INTERNATIONAL BODIES TO WHICH ONE OR MORE EU MEMBER STATES BELONG, PROVIDED THAT EACH SUB-FUND HOLDS SECURITIES FROM AT LEAST SIX DIFFERENT ISSUES AND THAT SECURITIES FROM ANY ONE ISSUE DO NOT EXCEED 30% OF ITS TOTAL NET ASSET VALUE.

7) (a) The Fund may acquire units of UCITS and/or other UCIs set out in paragraph 1) sub-paragraph e) above, provided that each sub-fund does not invest more than 20% of its net assets in the same UCITS or other UCI.

For the purposes of this investment limit, each sub-fund of an umbrella UCI must be treated as a separate issuer, provided that the principle of segregation of liabilities to third parties between the different sub-funds is ensured.

(b) Investments made in units of UCIs other than UCITS may not exceed, in aggregate, 30% of the net assets of a sub-fund.

Where the Fund invests in the units of UCITS and/or other UCIs, the assets of such UCITS or other UCIs are not aggregated for the purposes of the limits provided for by paragraph 6) above.

(c) Where the Fund invests in a UCITS and/or other UCIs that are managed, directly or by delegation, by the same management company or by any other company with which the management company is linked by common management or control, or by a substantial direct or indirect holding, no subscription or redemption fees will be charged to the Fund on account of its investments in such other UCITS and/or other UCIs.

The maximum percentage of the management fees charged to each sub-fund and to the UCITS and/or other UCIs in which each sub-fund has invested during the reporting period will be indicated in the annual report of the Fund.

8) a) The Company may not acquire – on behalf of the Fund – shares carrying voting rights which would enable it to exercise significant influence over the management of an issuer;

b) Moreover, the Fund may acquire no more than:

(i) 10% of the non-voting shares of a single issuer;

(ii) 10% of the bonds of a single issuer;

(iii) 25% of the units of a single UCITS and/or other collective investment undertaking;

(iv) 10% of the money market instruments issued by a single issuer.

The limits laid down in sub-paragraphs (ii), (iii) and (iv) may be disregarded at the time of acquisition if at that time the gross amount of the bonds or of the money market instruments, or the net amount of the securities issued cannot be calculated;

c) paragraphs a) and b) do not apply to:

- transferable securities and money market instruments issued or guaranteed by an EU Member State or its local authorities;
- transferable securities and money market instruments issued or guaranteed by a non-EU European State or a state within North America, South America, Asia, Africa or Oceania;
- transferable securities and money market instruments issued by public international bodies to which one or more EU Member States belong;
- shares held by the Fund in the capital of a company incorporated in a non-EU Member State that mainly invests its assets in securities of issuers of that State, where under the law of that country such holding is the only way for the Fund to invest in the securities of issuers of that State. However, such derogation only applies if the company incorporated in a non-EU Member State adopts an investment policy that complies with the limits provided for in this article.

9) The Fund is not required to comply with:

- a) the limits set out above when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets;
- b) paragraphs 6) and 7) for a period of six months from the date of the authorisation for opening each sub-fund, provided that the risk-sharing principle is observed;
- c) the investment limits set out in paragraphs 6) and 7) apply at the time of the acquisition of the transferable securities or money market instruments; where the limits provided for in this paragraph are exceeded for reasons beyond the control of the Company or when exercising subscription rights, when arranging its sales transactions the Company must make it a priority to remedy this situation, taking into account the interest of Fund investors.

10) A Sub-fund of the Fund may subscribe, acquire and/or hold securities to be issued or issued by one or many other Sub-funds of the Fund, provided that:

- a) the target Sub-fund does not invest in the investing Sub-fund, and
- b) the proportion of assets that the target Sub-funds whose acquisition is contemplated may invest in aggregate in units of other target Sub-funds of the Fund, pursuant to the Management Regulations, does not exceed 10%, and
- c) any voting rights attached to those securities are suspended for as long as the securities are held by the Sub-fund, and anyway the investment is properly booked to the accounting records and disclosed in the periodic reports, and
- d) in any event, while the securities are held by the Fund, their value is not taken into account when calculating the net assets of the Fund for purpose of establishing compliance with the minimum threshold of net assets provided for by the Law; and
- e) the management/subscription or redemption fees are not duplicated: at the level of the investing Sub-fund of the Fund and of the target Sub-fund.

11) The Fund may not borrow for the account of any Sub-fund, except as:

- a) it acquires foreign currency by way of a "back-to-back" loan;
- b) it borrows amounts up to 10% of the net assets of the Sub-fund by way of temporary loans;

12) The Fund may not grant loans to nor stand surety for third parties. This restriction will not prevent the Fund from acquiring transferable securities, money market instruments or other financial instruments referred to in paragraph 1), sub-paragraphs e), g) and h) above which are not fully paid.

13) The Fund may not carry out short sales of transferable securities, money market instruments or other financial instruments referred to in paragraph 1), sub-paragraphs e), g) and h) above.

14) The Company must adopt a risk-management method that enables it to monitor and measure the risk associated with the positions at any time and their contribution to the overall risk profile of each Sub-fund of the Fund and must use a method that permits an accurate, independent valuation of OTC derivatives, and will notify CSSF on a regular basis, in accordance with the detailed rules laid down by CSSF, on the types of derivative instruments, the underlying risks, the quantitative limits and the methods chosen to assess the risks associated with derivative transactions.

15) The Company will ensure that the overall risk associated with the derivative instruments held in each Sub-fund of the Fund does not exceed the total net value of its portfolio, i.e. that the overall risk associated with derivative financial instruments may not exceed 100% of its net asset value, and that the overall risk of a Sub-fund may not permanently exceed 200% of the net asset value, except as provided for by sub-paragraph 11) b). Risk is calculated taking into account the current value of the underlying assets, the counterparty risk, expected market trends and the time available to liquidate the positions.

Each Sub-fund may invest in derivative financial instruments as a part of its investment policy and within the limits provided for in paragraph 6 (e) above, provided that the exposure of the underlying assets does not exceed in aggregate the investment limits stipulated in paragraph 6) above. When a Sub-fund invests in index-based derivative financial instruments, such investments need not necessarily be combined for the purposes of the limits set forth in paragraph 6) above. When a transferable security or money market instrument embeds a derivative instrument, the derivative must be taken into account when complying with the provisions under this sub-paragraph 15).

16) The method used to determine the overall risk and expected leverage of each Sub-fund will be disclosed in the prospectus, along with the method used to calculate the expected leverage of each Sub-fund.

II. Provisions concerning techniques and financial instruments

The Fund is authorised, according to the procedures described below, to:

- employ techniques and instruments relating to transferable securities and money market instruments, provided that such techniques and instruments are used for the purpose of efficient portfolio management;
- utilise techniques and instruments for the purpose of hedging foreign exchange risks as part of its asset management.

Effective portfolio management techniques

The Fund resorts to techniques and instruments under article 42, paragraph 2 of the 2010 Law and article 11 of European Directive of 19 March 2007 (2007/167CE) on assets suitable for the purposes of effective portfolio management through derivative financial instruments, as further described in the following paragraph "Derivative Financial Instruments". These techniques and instruments will be used in the Fund's best interest.

The use of such techniques and instruments implies some risks, such as the counterparty risk, but also other potential conflicts of interest as described further on. Said risks may negatively affect the Fund's performance.

Counterparty risk

As described in chapter 3, section I, paragraph 6, item a), the counterparty risk in a transaction on derivative instruments may not exceed 10% of net assets in the considered sub-fund when the counterparty is one of the credit institutions listed in chapter 3, paragraph 1), item f) or 5% of the assets in any other case.

Possible conflicts of interest

The potential conflicts of interest between the Fund, the Management Company and the derivative financial instrument counterparties are managed according to the Fund conflict of interest management policy.

Charges and costs connected with derivative financial instruments used for effective portfolio management

Within effective portfolio management techniques, derivative financial instruments with a counterparty may imply direct and/or indirect operating charges/costs. Said charges and costs should not disguise hidden income. The amount of said charges/costs will not exceed 15% of income generated from each transaction performed.

The Fund reserves the right to detract such charges from the income of the Fund.

The income generated from the effective portfolio management, net of direct or indirect operating costs are by principle returned to the Fund.

General rules on securities lending transactions and repurchase transaction

As described under item 3 in "Derivative financial instruments", every Sub-fund of the Fund ensures to be capable at any time to repurchase any securities under a securities lending transaction or to put an end to any securities lending transaction it performs.

As described under item 4 in "Derivative financial instruments", every Sub-fund of the Fund may enter into repurchase transactions either as purchaser or as seller.

In such instance, it must ensure to be able at any moment to obtain the total cash amount or put an end to the reverse repo transaction based on pro-rata temporis conditions, or based on mark-to-market conditions. When cash can be recalled at any time based on mark-to-market conditions, the mark-to-market value of the repurchase transaction must be used to calculate the net asset value of the Sub-fund.

Every Sub-fund of the Fund entering into a repurchase transaction must make sure to be able, at any moment, to divest every security involved in the repurchase transaction or to put an end to such repurchase transaction.

Repurchase transactions with duration lower than or equal to seven days should be considered - from the standpoint of the purchaser and seller alike - as transactions intrinsically allowing the Sub-fund to recover the assets at any moment.

Derivative financial Instruments

a. Techniques and instruments relating to transferable securities and money market instruments

For the purpose of efficient portfolio management, the Fund may engage in:

- option transactions,
- futures contract transactions relating to financial instruments and options on such contracts,
- securities lending transactions,
- repurchase transactions.

1. Option transactions relating to transferable securities and money market instruments

The Fund may acquire and sell both call and put options provided that such options are dealt in on a regulated market which operates regularly and is recognised and open to the public.

With regard to such transactions, each Sub-fund is required to observe the following rules:

1.1. Rules applicable to the purchase of options

The premium amounts paid to purchase existing call and put options referred to in this sub-paragraph and those paid to purchase existing call and put options referred to in the following sub-paragraph 2.3, when added together, may not exceed 15% of the net assets of the affected Sub-fund.

1.2. Rules designed to ensure coverage of commitments arising from option transactions

At the time any contracts for the sale of call options are entered into, the Fund must hold the underlying securities or equivalent call options or other instruments which can ensure adequate coverage of the commitments arising from such contracts, such as warrants. The securities that underlie the call options sold may not be disposed of as long as these options are outstanding, unless they are covered by opposing options or other instruments that can be used for this purpose. Likewise, in the event the Fund does not own the underlying securities at the time of selling the relating options, it must hold equivalent call options or other instruments.

Notwithstanding the above, the Fund may sell call options relating to securities that it does not own at the time of entering into the option contract, if the following conditions are met:

- the strike price of such call options sold may not exceed 25% of the net assets of the affected Sub-fund,
- the Fund must be able to cover the positions acquired in such sales transactions at any time for each Sub-fund.

When the Fund sells put options, the transaction must be covered by the liquid assets which may be required to pay for the securities if the counterparty exercises the options, for the whole duration of the option contract.

1.3. Requirements and limits of call and put option sales

The total commitments arising from the sales of call and put options (except for the sales of call options for which the Sub-fund has adequate coverage) and the total commitments arising from the transactions referred to in sub-paragraph 2.3 below may not exceed in aggregate the net assets of the Sub-fund.

In this case, the commitment relating to call and put option contracts sold is equal to the aggregate amount of the strike prices of the options.

2. Futures contract transactions and option contract transactions relating to financial instruments

Except for transactions made by private agreement as set out in sub-paragraph 2.2 below, the transactions covered herein may only concern contracts dealt in on regulated markets which operate regularly and are recognised and open to the public.

Such transactions may be carried out for hedging or other purposes, provided that the conditions set out below are met.

2.1. Transactions designed to hedge risks associated with stock market trends

To ensure global hedging of unfavourable stock market trends, the Fund may sell futures contracts on stock indices for each Sub-fund. The Fund may also sell call options or purchase put options on stock indices for the same purpose.

Such hedging transactions require a close correlation between the composition of the index used and that of the corresponding portfolio.

Theoretically, the total commitments arising from futures and option contracts on stock indices must not exceed the overall value of the securities held by the Fund in the market corresponding to that index.

2.2. Transactions designed to hedge risks associated with fluctuating interest rates

To ensure global hedging of fluctuations in interest rates, the Fund may sell interest rate futures contracts in each Sub-fund. For the same purpose, the Fund may also sell call options or purchase put options on interest rates, or negotiate interest rates by private agreement with primary financial institutions specialising in such transactions.

Theoretically, the total commitments arising from futures and option contracts and swap contracts on interest rates must not exceed the overall value of the hedged assets held by the Sub-fund in the currency of the contracts.

2.3. Transactions carried out for purposes other than hedging

Aside from option contracts on transferable securities and money market instruments and contracts relating to currencies, the Fund may buy and sell futures and option contracts on all types of financial instruments for purposes other than hedging, provided that the total commitments arising from sales of call and put options on transferable securities and money market instruments does not exceed the net assets of the affected Sub-fund at any time.

The sales of call options on transferable securities and money market instruments for which the Fund has adequate hedging are not taken into account when calculating the total commitments set out above.

For the purposes mentioned herein, commitments arising from transactions not related to options on transferable securities and money market instruments are defined as follows:

- the commitment arising from futures contracts is equal to the liquidation value of the net positions of contracts on identical financial instruments (after setting off all sale positions against purchase positions), without taking into account their respective maturity dates, and
- the commitment arising from option contracts purchased and sold is equal to the aggregate of the strike prices of the options relating to the net sale positions with the same underlying assets, without taking into account their respective maturity dates.

The total premium amounts paid to purchase call and put options on transferable securities and money market instruments referred to in sub-paragraph 1.1 above and those paid to purchase existing call and put options referred to in this paragraph, when added together, may not exceed 15% of the net assets of the affected Sub-fund.

3. Securities lending transactions

The Fund may participate in securities lending transactions as long as it abides by the rules under CSSF Circulars 14/592 and 08/356 regarding the rules applicable to undertakings for collective investment, in case they were to resort to specific techniques and instruments focused on transferable securities and money market instruments, as from time to time amended, as well as the following rules:

3.1. Rules to secure lending transactions

The Fund may only lend securities through a standardised system organised by a recognised clearing institution or a primary financial institution specialised in this type of transactions.

As part of its lending transactions, the Fund must receive collateral, the value of which, at the time the lending agreement is entered into, must be at least equal to the global value of the securities lent. Such collateral must be given in the form of liquid assets and/or securities issued or guaranteed by OECD Member States or their local authorities, or by supranational institutions and bodies of a community, regional or world-wide scope pledged in favour of the Fund for the duration of the lending agreement.

Each Sub-fund must keep securities lending transactions to an appropriate level or must be able to request the return of the lent securities or put an end to any securities lending transactions currently in place in a way to be in a position to tackle any redemption requests received at any moment from Unitholders, making sure such transactions do not compromise the management of the assets of the Sub-fund, consistently with the applicable investment policy.

4. Repurchase transactions

The Fund may undertake repurchase transactions consisting in the purchase or sale of securities with provisions entitling the seller to repurchase from the buyer securities sold at a price and term agreed between the parties at the time of entering into the contract.

The Fund may enter into repurchase transactions either as purchaser or as seller. In any event, the Fund must comply with the following rules:

4.1. Rules to secure repurchase transactions

The Fund may only purchase or sell securities under repurchase agreements if the counterparties to such transactions are primary financial institutions specialised in this type of transactions.

In any case, the Fund investment is subject to the rules under CSSF Circulars 14/592 and 08/356 regarding the rules applicable to undertakings for collective investment, in case they were to resort to specific techniques and instruments focused on transferable securities and money market instruments, as from time to time amended.

4.2. Conditions and limits of repurchase transactions

For the duration of a sale and repurchase agreement, the Fund may not sell the securities that are the object of the agreement before the counterparty has repurchased them or before the repurchase term.

Because the Fund is ready to repurchase, it must ensure that the amount of repurchase transactions is such that it can discharge its obligation to repurchase at any time.

Net exposures (that is, the Fund exposures less the guarantees received by the Fund) towards a counterparty and resulting from repurchase transactions must be considered within a limit of 20% under Article 43(2) of Law 2010 consistently with item e) of the CSSF Circular 14/592.

The Board of Directors of the Company may, in the interest of the Unitholders, adopt new restrictions aimed at ensuring compliance with the laws and regulations in force in the countries in which Fund units are offered to the public.

The Fund takes the risks it deems reasonable to achieve the set objective; however, it cannot guarantee this result due to stock exchange fluctuation and the risks associated with investing in transferable securities.

5 Total return swap contracts

The Fund may enter into total return swap contracts ("*total return swap*") or other derivative financial instruments having the same characteristics. The Fund may use total return swap contracts only to a residual extent, save as otherwise provided by the Sub-fund factsheet.

The underlying strategy of a Sub-fund investing in total return swap contracts or similar financial instruments will be a Long only /Index relative strategy, save as otherwise provided in the Sub-fund factsheet.

The counterparties will be leading financial institutions specialising in such transactions.

The above counterparties shall have no decision-making power regarding the structure or management of the portfolio of the sub-fund or regarding the derivative financial instruments underlying assets.

The operations will be made with counterparties having a low risk profile.

b. Techniques and instruments to hedge foreign exchange risks as part of asset management

In order to hedge against exchange rate fluctuations, the Fund may undertake transactions relating to the sale of currency futures contracts and sale of call or purchase of put options on currencies. Such transactions may only be carried out for contracts dealt in on a regulated market, which operates regularly and is recognised and open to the public.

For the same purpose, the Fund may also sell currency on forward basis or trade currencies in transactions by private agreement with primary financial institutions specialised in this type of transactions.

Such hedging transactions require a close correlation with the portion of assets to be hedged; as a result, the volume of transactions carried out in a certain currency theoretically may not exceed the value of the overall assets denominated in that currency, nor the duration of the period during which such assets are held.

The Fund must disclose the total amount of commitments arising from the different types of transactions under way at the reporting date.

5. Investors and co-owned Units

Any individual or legal entity is eligible to be Unitholder and may acquire one or more Units of different Sub-funds of the Fund by paying the subscription price.

Units do not report any par value and do not carry any pre-emption or preferential rights. All Fund Units must be paid fully.

The Fund may issue Distribution or Capitalisation units at the subscription prices calculated at the date of net asset valuation (hereinafter the "Valuation Day").

Assets of distribution and Capitalisation units are merged into a single account. These Units differ in their respective distribution policies. For Capitalisation units, income is transferred to capital property, whereas a dividend is paid for Distribution units. When a dividend payment is made to Distribution

units, the assets associated with the units falling under that class of Distribution units are reduced by the amount of the dividend; as a result, the percentage of the overall net assets allocated to that class of Distribution units is diminished, whereas the net assets associated with the Units falling under Capitalisation unit class remain unchanged (and causes the percentage of overall net assets allocated to this class of Units to increase).

Accordingly, any dividend pay-out will increase the ratio of the value of the units classified as Capitalisation units to that of units classified as Distribution units. For the purposes of these Management Regulations, such ratio is called parity.

Unitholders may trade their Distribution units for Capitalisation units at any time. Units are traded at the current parity.

The owner of a Unit has a co-ownership right in the Fund assets.

Holding a Unit implies full acceptance of these Management Regulations and any future modifications hereto, in accordance with Article 10 below.

For each Sub-fund, each Unit gives rise to an undivided co-ownership right.

Undivided co-owners, as well as remaindermen and usufructuaries of the Units must appoint one person to represent them in their dealings with the Company or the Custodian Bank. The exercise of rights relating to the Units may be suspended until such conditions are met.

An investor or its heirs may not apply for the liquidation or division of the Fund.

There will be no general annual meetings of Unitholders.

6. Certificates

No certificates representing the Units will be issued to Unitholders.

7. Definition and valuation of Units

The net asset value per Unit is defined by the Administrative Agent for each Sub-fund, under the responsibility of the Company, at the intervals established in each Sub-fund factsheet attached to the Prospectus and, where needed, at least twice a month, except for exceptional cases or as otherwise stated in the factsheets of the different Sub-funds attached to the Prospectus. If the Valuation Day established in the Sub-fund factsheet attached to the Prospectus is not a full bank working day, or the National Stock Exchange in Luxembourg or Italy is closed, the net asset value per Unit of the Sub-fund will be calculated on the next full bank working day or, where required, the next day the National Stock Exchanges are open.

The net asset value per Unit is denominated in the reference currency of the corresponding Sub-fund.

The net asset value per Unit is obtained by dividing the net value of the Sub-fund assets by the number of outstanding Units of that Sub-fund.

Definition of assets

The Company will ensure that the assets of each Sub-fund are distinct from the other Sub-funds.

The Fund is one and the same legal entity. However, with regard to mutual investor relations, each Sub-fund is deemed to be a distinct entity with distinct assets, its own objectives and represented by one or more distinct classes of units. Moreover, each Sub-fund will only be liable to third parties, more specifically to Fund creditors, in respect of the commitments attributed to that Sub-fund.

For the purpose of establishing the different net assets:

- a) income from the issue of the Units of a certain Sub-fund will be allocated to that Sub-fund in the Fund accounts, and assets, commitments, income and expenses relating to that Sub-fund will be charged/credited to it;
- b) when an asset gives rise to a credit, such credit will be credited to the Sub-fund that owns that asset in the Fund accounts, and the increment or decrement arising upon each revaluation will be credited/charged to the Sub-fund that own the credit;
- c) when the Fund undertakes a commitment relating to an asset of a given Sub-fund or to a transaction carried out in connection with an asset of a given Sub-fund, such commitment will be allocated to that Sub-fund;
- d) in the event an asset or a commitment of the Fund can not be allocated to a specific Sub-fund, they will be allocated to all Sub-funds proportionally to the net values of the Units issued by the different Sub-funds.

Asset valuation

The value of credits and commitments of each Sub-fund of the Fund will be determined according to the following principles:

- a) the value of liquid assets on hand or at banks, notes and securities payable at sight and receivables, prepaid expenses, dividends and accrued interest not received, is equal to the face value of such assets, unless it is unlikely that they will be collected. When this is the case, value is reduced by an amount deemed appropriate, that reflects the actual value of these assets;
- b) the transferable securities and money market instruments admitted to official listing or dealt in on a regulated market, which operates regularly and is recognised and open to the public, are valued at the rate of the last working day (so-called "Calculation Day") before the Valuation Day (as defined in chapter 5 above). A transferable security or money market instrument that is dealt in on several markets is valued at the last rate of the Valuation Day on the main market for that security or instrument. If the last rate of the Valuation Day is not representative, the security or instrument is valued at the likely realisable value based on a prudential, good faith estimate;
- c) transferable securities and money market instruments that are not listed or dealt in on a regulated market, which operates regularly and is recognised and open to the public, will be valued at the likely realisable value based on a prudential, good faith estimate;
- d) futures contracts and options are valued at the closing rates of the previous day on their respective markets. The liquidation rates on futures markets are used;
- e) Units of Undertakings for Collective Investment are valued at the latest net asset value available;
- f) swaps are valued at fair value according to the last known closing rate of the underlying security;
- g) futures contracts are valued at the closing rates of the previous day on their respective market. The Company may, for Sub-funds that are evaluated monthly and under particular market conditions, adopt a different valuation criterion based on the average prices of the previous day;
- h) assets denominated in a currency other than that of the affected Sub-fund will be converted at the last known exchange rate;
- i) all other assets will be valued at the likely realisable value based on prudential, good faith estimates.

The Company is authorised to use any other generally accepted valuation criteria suitable for the assets held in the Fund, whenever the other valuation methods set out above seem to be unfeasible or inappropriate due to special circumstances or extraordinary events, so as to obtain a fair valuation of Fund assets.

Adequate coverage will be established for the expenses in which the Fund is expected to incur. Off-balance sheet commitments will also be taken into account according to prudential, good faith principles.

1. The Board of Directors of the Company may temporarily suspend the calculation of the net asset value per Unit of one or more Sub-funds of the Fund, as well as the subscription, redemption and conversion of Units of those Sub-funds in the following cases:

- when a stock exchange that provides the stock prices for a significant portion of the assets of one or more Sub-funds is closed during periods other than the regular yearly shut-down, or when trading is suspended or restricted;
- when the market of a currency in which a significant portion of the assets of one or more Sub-funds is denominated is closed during periods other than the normal shut-down period, or when trading is suspended or restricted;
- when the means of communication or calculation normally used to determine the value of the assets of one or more Sub-funds are suspended or interrupted or when for some reason the value of an asset of the Fund can not be determined as promptly and accurately as it would be desirable;
- when exchange or capital transfer restrictions prevent the execution of the transactions for the account of the Fund, or when purchase and sales transactions for the account of the Fund can not be carried out at standard exchange rates;
- when key factors with regard to, among other things, the political, economic, military and monetary situation are outside the control, responsibility and the sphere of action of the Fund and prevent the Fund to dispose of the assets of one or more Sub-funds and determine the value of the assets of one or more Sub-funds of the Fund in a normal, reasonable manner;

- in the event of a failure of ICT systems that makes it impossible to calculate the net asset value per Unit of one or more Sub-funds;
- as a result of a decision to liquidate or terminate the Fund;
- in case of a Feeder Sub-fund, any time the subscription and redemption transactions of the Master UCITS are temporarily suspended.

2. The suspension of the calculation of the net asset value per Unit of one or more Sub-funds will be publicised using all adequate means, namely on a daily newspaper published in Luxembourg and on daily newspapers in the countries where the Fund Units are marketed. In the event such calculation is suspended, the Company will inform those Unitholders who submitted an application to subscribe or redeem Units of the affected Sub-fund or Sub-funds. For the duration of the suspension, investors who filed such subscription or redemption application may withdraw it.

3. In the event of extraordinary circumstances such to adversely affect the interest of investors, or in the event a significant number of redemption applications relating to the Units of a Sub-fund have been submitted, the Board of Directors of the Company may establish the value of such Sub-fund only after selling assets as required for the account of that Sub-fund.

In the cases set out in sub-paragraphs 2 and 3 above, pending subscription and redemption applications will be executed using the first net asset value thus obtained.

The value of each Unit of the Distribution unit class is obtained by dividing the net asset value of the assets in the class under consideration by the number of outstanding Units classed as Distribution units, added to the number of outstanding Capitalisation units, multiplied by current parity. The value of the Unit of the Capitalisation unit class will be equal to the value of the Distribution unit multiplied by parity.

8. Unit issue and subscription price

Subscription applications relating to the Units of the different Sub-funds of the Fund may be submitted to the Transfer Agent on any working day in Luxembourg. The Company may appoint other institutions to receive subscription applications and forward them to the Custodian Bank to be executed.

Subscription lists are closed on the days and at the times indicated in Appendix II of the Full Prospectus.

Investors will receive a written confirmation of their investments.

Units are issued by the Transfer Agent subject to payment of the subscription price to the Custodian Bank. Fractions of Units up to one thousandth may be issued.

Subscribed Units will be paid by bank transfer in favour of the Custodian Bank in the reference currency of the Sub-fund within the five working days after the Calculation Day of the applicable subscription price.

Subscription amount will be determined based on the net asset value per Sub-fund calculated on the day following receipt of the application by the Transfer Agent, plus any subscription charges and expenses at the rates stipulated in the Sub-fund factsheet attached to the Prospectus.

Any taxes, charges, fees and commissions due by reason of the subscription are for the subscriber's account.

The Company may suspend or interrupt the issue of the Units of the different Sub-funds of the Fund at any time. In addition, the Company and/or the Transfer Agent may, at their discretion:

- reject any subscription of Units;
- redeem Units at any time when such Units have been subscribed or are held unlawfully; and they will be under no obligation to explain the reason.

Pursuant to Article 7 of the Management Regulations, if the calculation of the net asset value is suspended, subscriptions will be suspended as well. When the Company decides to resume the issue of Units after it has been suspended for any period of time, all pending subscriptions will be executed using the first net asset value determined at the time calculation is resumed after the suspension.

Pursuant to anti-money laundering laws, the subscription form must be accompanied with a certified true copy (certified by one of the following authorities: embassy or consulate employee, Notary Public or police official) of the identity document of the subscriber (if subscriber is an individual), or of the articles of association and an abstract of the Register of Companies (if subscriber is a legal entity), in the following cases:

- **direct subscription with the Fund;**
- **subscription through a professional of the financial sector residing in a country where identification requirements are less stringent than those in force in Luxembourg with regard to the prevention of money laundering through the financial system;**
- **subscription through a subsidiary or branch of a company subject to identification requirements equivalent to those in force in Luxembourg with regard to the prevention of money laundering through the financial system, if under such applicable law that company has no obligation to ensure that its subsidiaries or branches comply with such anti-money laundering provisions.**

It is generally accepted that professionals of the financial sector residing in those countries that have endorsed the conclusions of the FATF (Financial Action Task Force) report are to be considered as subject to mandatory identification requirements equivalent to those set forth by Luxembourg law and regulations.

The Company may, under its responsibility and in accordance with the Fund's Management Regulations, accept listed securities with investment policies similar to that of the Fund in payment for a subscription, if it deems that this will benefit the interest of Unitholders.

For all securities accepted in payment for a subscription, the Custodian Bank must ask the Auditor to prepare a report discussing the quantity, denomination and method of valuation adopted for such securities. Such report must also specify the total value of the securities expressed in the original currency and in the reference currency of the Fund. The applicable exchange rate will be the latest exchange rate available. Once examined and signed by the Auditor, the report will be filed with the Office of the Clerk of the District Court of Luxembourg, where it will be available for review. The securities accepted in payment of a subscription are valued, for the purposes of the transaction, at the last purchase price on the market on the reference working day used to calculate the net asset value applicable to the subscription. The Company may, at its discretion, reject securities offered in payment for a subscription and is under no obligation to explain the reason.

9. Unit redemption

Unitholders may ask to redeem their Units for cash at any time.

Redemption applications must be addressed to the Transfer Agent or the other institutions designated for this purpose.

Applications must specify the class of the Units to be redeemed in order to be treated as valid.

Except for the special circumstances provided for by article 7, the Transfer Agent must accept any Unit redemption application, on any bank working day in Luxembourg.

Units will be bought back at the redemption price calculated on the Calculation Day following the date of receipt of the redemption application by the Custodian Bank. Redemption lists are closed on the days and at the times indicated in Appendix II of the Full Prospectus.

Redemption amount will be determined based on the net asset value per Sub-fund calculated in accordance with Article 7, less any charges and expenses at the rates stipulated in the Sub-fund factsheet attached to the Prospectus.

The Custodian Bank will release the redemption amount in the currency of the Sub-fund within five bank working days in Luxembourg following the calculation of the net asset value applicable to determine the redemption amount.

The Custodian Bank is under no obligation to release any redemption amounts when law provisions, especially international regulations on exchange rates or events outside its control such as strikes prevent it from transferring or paying the redemption price.

The Company must ensure that the Fund has sufficient liquid assets to honour redemption applications without exceeding delay under normal circumstances.

If the amount of the redemption application – whether direct or concerning a conversion between Sub-funds – is equal to or higher than 5% of the net asset value of the affected Sub-fund and the Company believes that such redemption application might adversely affect the interest of other investors, the Company may put that application on hold if it deems it necessary, after prior agreement with the Main Distributor. In the meantime, the investor may withdraw the redemption application free of charge.

10. Conversions

Each investor may request that all or part of its Units of a Sub-fund be converted to Units of the same class of another Sub-fund, unless otherwise expressly specified in the factsheet of each Sub-fund included in Appendix II of the Prospectus. The conversion application must be addressed to the Transfer Agent or the other designated institutions and is irrevocable. The Company may authorise conversion between different Unit classes and all fees and commissions and expenses due will remain at investor's charge.

Conversion lists are closed on the days and at the times indicated in Appendix II of the Prospectus.

All or part of the Units of a given Sub-fund (the "Original Sub-fund") are converted to Units of another Sub-fund (the "Target Sub-fund"), according to this formula:

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

Where:

- A: number of Units of the Target Sub-fund to be allocated;
- B: number of Units of the Original Sub-fund to be converted;
- C: net asset value per Unit of the Original Sub-fund determined on the day as indicated in the Prospectus;
- D: net asset value per Unit of the Target Sub-fund determined on the day as indicated in the Prospectus, and
- E: exchange rate of the currency of the Units of the Original Sub-fund to the currency of the Target Sub-fund applicable at the time of the transaction.

After the conversion, the Transfer Agent and/or distributor, or by the Representative Agent in the country where the distribution takes place, as required, will advise the number of Units of the Target Sub-fund they will have obtained at the time of the conversion and their price to investors.

Upon the conversion of Units of a Sub-fund to Units of another Sub-fund, any and all charges and expenses for which the amounts and/or rates are specified in the factsheet of each Sub-fund attached to the Full Prospectus will apply. Such fee is calculated on the assets of the investor that are transferred to the Target Sub-fund.

The Company reserves the right to change or limit the frequency of conversions.

11. Communications to investors

The net asset value of the Units may be obtained from the registered offices of the Custodian Bank, of the Company and of the Administrative Agent.

The Company will post the unaudited half-year interim reports and the audited annual reports including, among other things, the financial standing of the Fund, the number of outstanding Units and the number of Units issued or sold after the previous report.

The report posted at the end of each financial period will also provide an overview of the activities of the Company, namely the profit and loss account and the balance sheet.

The financial reports will be available at the registered office of the Company and at the counters of the Custodian Bank and of any other institutions designated for this purpose by the Custodian Bank.

Notices and information addressed to Unitholders will be published on at least one daily newspaper circulated in Luxembourg and in the Mémorial Recueil des Sociétés et Associations, as required.

12. Fund Duration – Liquidation and Unit closure or merger

Fund liquidation

The Fund is established for an indefinite duration and with no limits with regard to its assets.

With three months' written notice after first publication as provided for by sub-paragraph 3 below, the Company may decide to terminate the Fund and distribute its net assets among all investors after prior agreement with the Custodian Bank and provided that the interest of investors are protected.

The Fund will be liquidated in the event that:

- a) the Company or the Custodian Bank terminate their duties and are not replaced within 2 months;
- b) the Company goes bankrupt;
- c) the net assets of the Fund drop to less than one fourth of the minimum threshold of 1,250,000 € provided by law during over six months.

If the Company decides to terminate the Fund, it must convert Fund assets to liquid assets in the best interest of the investors and will instruct the Custodian Bank to distribute the net liquidated amount – less liquidation expenses – among investors proportionally to their rights.

In the event the Fund is terminated, such decision must be published on the *Mémorial, Recueil des Sociétés et Associations*, as well as on a Luxembourg newspaper and on the newspapers of the countries where Fund Units are offered.

No Units may be subscribed, redeemed or converted after the decision to terminate the Fund is made.

Any amounts that are not distributed at the time of closing the liquidation transactions will be deposited with the bank for deposit, for the account of assignees and held there until the time-limit provided by law expires.

Closure or merger of Sub-funds

- Closure of Sub-funds

The Board of Directors may decide to close a Sub-fund if the assets of the that Sub-fund do not reach or drop below such a level as the Board of the Directors should deem too difficult to manage, or for any other valid reason in the opinion of the Board of Directors.

Holders of Units of the affected Sub-fund will be advised of such decision and of the closing procedures by an announcement on newspapers as set out above.

The net assets of the affected Sub-fund will be distributed among the remaining investors who hold units of the Sub-fund. Any amounts that are not distributed at the time of closing the Sub-fund liquidation transactions will be deposited with the bank for deposit, for the account of assignees and held there until the time-limit provided by law expires.

- Merger of Sub-funds

The Company may, under the circumstances set out above (under “Closure of Sub-funds”), decide to merge a Sub-fund with one or more Sub-funds of the Fund or with another collective investment undertaking under Luxembourg law or otherwise, in compliance with Law provisions.

The announcement of the merger transaction will be published on a Luxembourg newspaper and on the newspapers of the countries where Fund Units are offered. Holders of Units of the affected Sub-funds will be given the opportunity, within a term established by the Board of Directors of the Company, anyway no less than one month, to be published on newspapers as set out above, to redeem their Units free of charge. Notwithstanding the above, the merger date will take effect five working days after such term expires. The merger will affect all investors who did not apply for the redemption of their Units

within the provided term and issued Units will automatically be converted to Units of the post-merger Sub-fund.

- Merger, liquidation or allocation to Master Feeder facilities

If a Sub-fund qualifies as Feeder UCITS to another UCITS or to one of its Sub-funds, the merger, allocation or liquidation of the associated Master UCITS implies the liquidation of the Feeder Sub-fund, except where the Board of Directors should decide to replace the Master UCITS with another Master UCITS or to convert the Sub-fund to a standard UCITS Sub-fund pursuant to Article 16 of the Law.

13. Management fees and commissions

By way of remuneration for the services provided and as a refund of incurred expenses, the Company will be entitled to receive:

1. a management fee as determined in Appendix II of the Full Prospectus
2. additional variable management fees, if any, as determined in the Sub-fund factsheets, and as indicated in Appendix I of the Prospectus
3. a maximum annual fee of 0.090% of the net assets of the Fund for the administrative and organisational services provided by the Company.

Any changes to the fees set out above will be notified to the Custodian Bank and published in compliance with Article 11 of these Management Regulations.

Moreover, the following expenses will be charged to the Fund:

- inception expenses, including the expenses for establishing the Fund, obtaining admission to official listing and the authorisation of competent authorities as required, and the expenses incurring in preparing, translating, printing and distributing the periodic reports, as well as any other documents required by law or under the regulations in force in the countries where the Fund is offered;
- the registration duty calculated and payable quarterly on the net asset value calculated at the end of each quarter, as well as any amounts payable to supervisory authorities;
- annual listing fees, if any;
- any and all Fund income taxes;
- brokerage fees, fees and commissions and expenses by reason of the portfolio transactions;
- only for the Sub-funds that invest in units of other UCITS or/and UCIs, the expenses levied on the assets of the investee UCITS or/and UCIs are charged indirectly to the investing Sub-funds;
- extraordinary expenses with special regard to expert opinions and procedures aimed to protect the interest of investors;
- the expenses incurred in publishing the net asset value and all announcements addressed to investors allowed under Chapter 17 of the Prospectus;
- Auditor fees;
- the remuneration(s), if any, of the Investment manager(s) and of the Investment advisor(s);
- Custodian Bank fees;
- any distribution and promotion costs (including advertising campaigns for Fund development) up to a maximum monthly amount of 0.02% of net assets;
- and the costs incurred in publishing the announcements addressed to Unitholders in the countries where the Fund is offered.

All overheads set out above attributable to the Fund are deducted beforehand from the current income of the Fund and, if such income is not sufficient, from any capital gains realised and, if necessary, from Fund assets.

The following expenses are for the account of the Company:

- expenses connected with the Company's operation
- Auditor fees.

14. Dividend pay-out

The Company decides on the allocation of Fund income that is acquired based on accounts for each reference period.

The Company may decide to transfer income to capital or to distribute all or part of such income.

Distributed amounts will be disclosed in the periodic financial reports of the Fund Company.

The Company reserves the right to keep funds available to cover any capital losses.

The Board of Directors of the Company may make advance dividend payments within the limits provided for by the law in force.

Accordingly, the Company will proceed to the normal distribution of income from the investments or may decide to distribute capital within the limits provided by the law.

Dividends and advance dividends will be paid at the date and place defined by the Board of Directors of the Company, less any tax expenses.

Dividends and advance dividends put out for payment and not collected by an investor within five years from the date they are put out for payment may no longer be claimed after such term and will be allocated to their respective Sub-fund.

No interest will be paid on dividends declared and still held at the Custodian Bank for the account of the investors in the affected Sub-fund.

Income payment may only be claimed to the extent that the exchange provisions in force allow such income distribution in the country of residence of the beneficiary.

15. Changes to Management Regulations

In compliance with Luxembourg law, the Company may make any changes to these Management Regulations, provided that such changes benefit the interest of the Fund investors.

Any such changes will be filed with the Trade Registry and will be mentioned in the Mémorial, Recueil des Sociétés et Associations and may be published on financial reviews in the country or countries in which the Company has decided to offer Fund Units to the general public.

Such changes become effective on the day they are filed with the Trade Registry.

16. Audit

The accounts of the Company, that acts as Fund manager, are audited by an Auditor appointed by the Company. Yearly audits cover all items of assets and liabilities elements of the Fund, the supervision of transactions carried out for the account of the Fund and the composition of its assets.

17. Legal status - Court of jurisdiction - Official language

These Management Regulations are governed by the law of the Grand-duchy of Luxembourg.

Any disputes between Unitholders and the Company concerning these Regulations will be submitted to the competent court in Luxembourg or Italy.

The Custodian Bank's liability towards investors is subject to enforcement by the Company.

If the Company takes no steps to enforce such liability, in spite of a written claim filed by investors, within 3 months after the date of the claim, investors may take legal action directly against the Custodian Bank.

The official language of these Management Regulations is the French language. However, the Company and the Custodian Bank may make translation in the languages of the countries in which the Fund Units are offered and sold mandatory, for their own account and for the account of the Fund.

18. Representations

The shareholders of the Company and of the Custodian Bank guarantee that the Company will comply with all terms, conditions and provisions of these Management Regulations and are jointly and severally liable for such compliance.

The Custodian Bank guarantees that it will fulfil its own duties and obligations according to these Management Regulations.

Luxembourg, 18 November 2014.

The Company

The Custodian Bank