



## THE PARTNERS FUND SICAV, PART II UCI

April 2025

## Important Information

This Prospectus comprises information relating to The Partners Fund SICAV (the "**Fund**"), which is registered under Part II of the Luxembourg Law of 17 December 2010 relating to undertakings for collective investment (the "**Law of 2010**"). Such registration does not, however, imply approval by any Luxembourg authority of the contents of this Prospectus or of the portfolio of securities held by the Fund. Any representation to the contrary is unauthorised and unlawful.

The Fund qualifies as an alternative investment fund ("**AIF**") within the meaning of Article 1 (39) of the Law of 12 July 2013 on alternative investment fund managers (the "**2013 Law**") implementing Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010 (the "**AIFMD**").

The Fund has appointed Partners Group (Luxembourg) S.A. as its alternative investment fund manager (the "**AIFM**") in accordance with Article 88-2 of the Law of 2010.

The most recent annual report and any subsequent half-yearly report of the Fund are available at the registered office of the Fund and will be sent to investors upon request. Such reports shall be deemed to form part of the Prospectus.

Statements made in this Prospectus are, except where otherwise stated, based on the law and practice currently in force in Luxembourg and are subject to changes therein.

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

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

As of 1 January 2018, a key information document ("**KID**") in compliance with the relevant provisions of Regulation (EU) 1286/2014, as amended, and Commission Delegated Regulation (EU) 2017/653 will be published for each share class available to future retail investors within the meaning of Directive 2014/65/EU ("**Retail Investor**"). KIDs are handed over to future Retail Investors in good time prior to their subscription in the Fund and are (i) provided to the Retail Investor using a durable medium other than paper or (ii) available under [www.partnersgroup.com](http://www.partnersgroup.com) and can be obtained in paper form free of charge upon request from the Fund and/or the AIFM.

This Prospectus contains the information required to be disclosed under Articles 6 and 8 of

Regulation (EU) 2019/2088 of the European Parliament of the Council of 27 November 2019 on sustainability-related disclosure requirements in the financial services sector, as amended (the "**Disclosure Regulation**").

There are varying views in the market about the interpretation and implementation of Article 8 and Article 9 of the Disclosure Regulation. The Regulatory Technical Standards ("**RTS**") (which will set out further rules and guidance under the Disclosure Regulation) are due to apply from 1 January 2023. The RTS will not contain classification criteria for Article 8/9 products in their operative provisions but they do contain certain guidance on the scope of these products in their recitals.

## **Selling Restrictions**

### **European Union (EU) / European Economic Area (EEA)**

Pursuant to AIFMD, the Fund will constitute an AIF whose AIFM or Manager is Partners Group (Luxembourg) S.A. Each member state of the EU/EEA has adopted legislation implementing the AIFMD into national law. Under the AIFMD, marketing of the Fund to any (prospective) investor domiciled in or with a registered office in the EEA will be restricted by such national laws, and no such marketing shall take place except as permitted by such national laws. Shares in the Fund may only be offered and issued in accordance with applicable law in a given member state where the AIFM has been authorized to distribute the Fund under Article 32 of the AIFMD, using the "AIFMD passport". Potential investors should ensure that they are not prohibited to subscribe in the Fund in accordance with applicable law.

Shares are only available for purchase by, and shall only be advised on, offered, or sold, to professional investors. Professional investors are investors that are considered to be a professional client within the meaning of Annex II to the AIFMD (or may, on request, be treated as a professional client) and having their residency/registered office in the member state, where the AIFM and the Fund have been authorized and registered for distribution, respectively. The marketing of the Shares of the Funds to any (prospective) retail investor domiciled or with a registered office in the EEA will be restricted by such laws and no such marketing shall take place except as permitted by such laws. Potential retail investors should ensure they are able to subscribe for Shares in the Fund in accordance with the above laws.

## **USA**

The Shares have not been, and will not be, registered under the U.S. Securities Act of 1933 (the "**1933 Act**") or the securities laws of any of the states of the US and the Fund has not been, and will not be, registered under the U.S. Investment Company Act of 1940 (the "**1940 Act**") or the laws of any of the states of the US. Shares will not be offered or sold directly or indirectly from within the United States or to or for the account or benefit of investors who are US Persons (as defined below). Therefore, shareholders will not benefit from the protections of the 1940 Act. A "**US Person**" is any person who: (i) is a United States person within the meaning of Section 7701(a)(30) of the US Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder; (ii) is a US person within the meaning of Regulation S under

the US Securities Act of 1933 (17 CFR § 230.902(k)); (iii) is not a Non-United States person within the meaning of Rule 4.7 of the US Commodity Futures Trading Commission Regulations (17 CFR § 4.7(a)(1)(iv)); (iv) is in the United States within the meaning of Rule 202(a)(30)-1 under the US Investment Advisers Act of 1940, as amended; or (v) any trust, entity or other structure formed for the purpose of allowing US Persons to invest in the Fund. No Shares shall be offered to US Persons and the Board of Directors will compulsorily redeem Shares owned by US Persons for any reason whatsoever.

## **Dubai International Financial Centre**

This Prospectus is distributed by Partners Group Advisors (DIFC) Limited regulated by the Dubai Financial Services Authority (“**DFSA**”). Partners Group Advisors (DIFC) Limited is incorporated and registered in Dubai International Financial Centre (“**DIFC**”), United Arab Emirates, as a company limited by shares (registered no 2915). The firm holds a category 4 license under DFSA regulations to provide financial services of arranging deals in investments and advising on financial products. Partners Group Advisors (DIFC) Ltd is a wholly owned subsidiary of Partners Group Holding AG, a Swiss company which is listed on the SIX Swiss Exchange. Partners Group is a global private markets investment manager that manages a broad range of portfolios for institutional investors.

This Prospectus relates to the Fund, which is not subject to any form of regulation or approval by the DFSA.

The DFSA has no responsibility for reviewing or verifying any Prospectus or other documents in connection with this Fund. Accordingly, the DFSA has not approved this Prospectus or any other associated documents, nor taken any steps to verify the information set out in this Prospectus, and as a result has no responsibility for it. The Shares to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers should conduct their own due diligence on the Shares. If you do not understand the contents of this document, you should consult an authorized financial adviser.

This material is intended for professional Clients only as stipulated by the DFSA Conduct of Business Module/Rule and no other person should act upon it. This material is not addressed to Retail Clients. The Fund and its Shares can be marketed only to professional Clients as defined under Collective Investment Law No.2 of 2010 (CIL) in DIFC and only by a licensed intermediary.

## **Denmark**

The AIFM and the Fund have been authorized and registered for distribution in Denmark in accordance with Article 32 of the AIFMD under Article 88. -(1) of the Alternative Investment Fund Managers Etc. Act (Act no.598 of June 12, 2013, the “**AIFMA**”). Shares in the Fund may only be offered, directly or indirectly, to professional investors in Denmark, as defined by Part 2 (37) of the AIFMA.

The Fund may also be offered, directly or indirectly, to Danish investors qualifying as “semi professional investors”, undertaking to invest at least EUR 100,000 and declaring in writing that they are aware of the risks involved in making such an investment. The Fund has not been registered for distribution to retail investors as defined by Part 2 (40) of the AIFMA, and in the

Executive Order on Authorization of Alternative Investment Fund Managers for Marketing to Retail Investors. No public advertisement may be made in respect of the Fund.

The Fund is marketed in Denmark by Partners Group (EU) GmbH, MiFID investment firm registered in Germany, duly authorized in Denmark under the regime of Freedom to Provide Service (FPS), having passported its licences of "Investment Advice" and "Reception / Transmission of orders".

## **Germany**

With respect to the Fund, a notification has been submitted to the German federal financial supervisory authority (Bundesanstalt für Finanzdienstleistungsaufsicht - BaFin) in accordance with article 32 AIFMD to market the Fund in Germany. In Germany, the Shares may only be subscribed by (i) professional investors (*professionelle Anleger*) within the meaning of § 1 (19) no 32 of the German Capital Investment Code (Kapitalanlagegesetzbuch – the "**KAGB**"), i.e. investors considered or treated as professional clients within the meaning of annex II of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, and (ii) semi-professional investors (*semi-professionelle Anleger*) within the meaning of § 1 (19) no 33 KAGB, in accordance with the provisions of this Prospectus and the applicable laws and regulations, including but not limited to the KAGB.

The Fund is marketed in Germany by Partners Group (EU) GmbH, a MiFID investment firm registered in Germany.

## **Hong Kong**

The contents of this Prospectus have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer of Shares. If you are in any doubt about any of the contents of this Prospectus, you should obtain independent professional advice.

The Fund or the issue of this Prospectus have not been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance (CAP. 571 of the laws of Hong Kong) (the "**SFO**"). The Shares have not been and will not be offered or sold in Hong Kong by means of any prospectus, other than (a) to "professional investors" as defined in the SFO and any rules made under that ordinance; or (b) in other circumstances which do not constitute an offer or invitation to the public within the meaning of the SFO.

## **Japan**

With respect to all Classes of Shares with "I" in the name - The securities registration statements set forth in Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (as amended, hereinafter in this paragraph and the following paragraph, the "**Law**") has not been filed and will not be filed in connection with the solicitation for acquisition of the Shares, because such solicitation falls under the category of the Solicitation Only for Qualified Institutional Investors set forth in Article 23-13 Paragraph 1, Item 1 of the Law. The acquisition of the Shares will be subject

to a condition that the acquirer enters into an agreement that the acquirer shall not transfer the Shares to any person other than Qualified Institutional Investors set forth in Article 2, Paragraph 3, Item 1 of the Law.

With respect to all Classes of Shares with "R" in the name - The securities registration statements set forth in Article 4, Paragraph 1 of the Law has not been filed and will not be filed in connection with the solicitation for acquisition of the Shares, because such solicitation falls under the category of the Solicitation for Small Number of Investors set forth in Article 23-13 Paragraph 4, Item 1, (a) of the Law.

## **Luxembourg**

The Fund is authorised and was entered by the Luxembourg regulatory and supervisory authority (*Commission de Surveillance du Secteur Financier* (CSSF)) on the list of undertakings for collective investment subject to the supervision of the CSSF in accordance with Part II of the Luxembourg Law of 17 December 2010. The entry on the list is tantamount to authorisation and the entering and the maintaining on the list is subject to observance of all the provisions of laws, regulations or agreements relating to the organisation and operation of undertakings for collective investment and the distribution, placing or sale of their shares. The fact that an undertaking for collective investment is entered on the list shall not, under no circumstances, be described in any ways whatsoever as a positive assessment made by the CSSF of the quality of the shares offered for sale.

In Luxembourg, the Shares may be subscribed by both retail and institutional investors in accordance with the provisions of this Prospectus and the applicable laws and regulations, including but not limited to the Law of 8 April 2011 introducing a consumer code.

## **Singapore**

Where applicable, the offer or invitation of the Shares, which is the subject of this Prospectus, does not relate to a collective investment scheme which is authorised under section 286 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**") or recognised under section 287 of the SFA. The Fund is not authorised or recognised by the Monetary Authority of Singapore (the "**MAS**") and the Shares are not allowed to be offered to the retail public. This Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA and, accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply, and you should consider carefully whether the investment is suitable for you.

This Prospectus has not been registered as a prospectus with the MAS. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 304 of the SFA, (ii) (if the Fund has been entered into the list of restricted schemes maintained by MAS) to a relevant person pursuant to Section 305(1), or any person pursuant to

Section 305(2) and in accordance with the conditions specified in Section 305 of the SFA and the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Shares are subscribed or purchased under Section 305 of the SFA by a relevant person which is;

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Shares pursuant to an offer made under Section 305 of the SFA except:

(i) to an institutional investor or to a relevant person defined in Section 305(5) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(c)(ii) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 305A(5) of the SFA; or

(v) as specified in Regulation 36 of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore.

## Switzerland

The Fund is not authorized by, or registered with, the Swiss Financial Market Supervisory Authority ("**FINMA**") under the Swiss Federal Act on Collective Investment Schemes of 23 June 2006, as amended (the "**CISA**") and, as a consequence thereof, the relevant provisions related to the supervision as well as protection under the CISA are not applicable.

Shares in the Fund may not be publicly offered or marketed in or from Switzerland, and neither this Prospectus nor any other offering material relating to the Fund or the Shares may be made available in connection with any such offering or marketing. Shares may only be offered or marketed and the Prospectus and/or any other offering material relating to the Fund or Shares may only be made available in or from Switzerland to qualified investors within the meaning of the CISA.

In respect of Shares offered in and from Switzerland, the place of performance and jurisdiction is at the registered office of the representative in Switzerland. The constituent documents (such as Prospectus, the Articles, the key information documents) and further information documentation, such as the annual and semi-annual reports as well as the information on the historical performance of the Fund (if any) may be obtained free of charge at the registered office of the representative in Switzerland.

The representative in Switzerland is Partners Group AG, Unternehmer-Park 3, 6340 Baar, Switzerland.

The paying agent in Switzerland is UBS Switzerland AG, Bahnhofstrasse 45, 8001 Zurich, Switzerland.

### **United Kingdom**

The AIFM is not authorised or regulated in the UK and, for the purposes of the Alternative Investment Fund Managers Regulations 2013 ("**UK AIFM Regulations**"), is a third country alternative investment fund manager that is not a small alternative investment fund manager. The Fund is: (i) a collective investment scheme for the purposes of section 235 of the Financial Services and Markets Act 2000 ("**FSMA**") but is not authorised or otherwise recognised or approved by the FCA; and (ii) an alternative investment fund for the purposes of regulation 3 of the UK AIFM Regulations. Consequently, promotion of the Fund in the UK is restricted by section 21 of FSMA and any marketing of the Fund (within the meaning of regulation 45 of the UK AIFM Regulations) is restricted by regulations 50 and 59 of the UK AIFM Regulations.

Accordingly, this Prospectus is only provided and an investment in the Fund is only promoted by the AIFM to recipients in the UK who are Permitted Recipients. A "Permitted Recipient" is a person who is not a retail investor as defined in Regulation (EU) No. 1286/2014 of the European Parliament and of the Council on key information documents for packaged retail and insurance-based investment products (as it applies in the UK by virtue of the European Union (Withdrawal) Act 2018) and, further, is one of the following: (i) a person reasonably believed by the AIFM to be an investment professional within the meaning of article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 ("**FPO**"); (ii) a body corporate, unincorporated association, partnership, trustee or other person reasonably believed by the AIFM to fall within article 49(2) of the FPO; and (iii) any other person to whom the Prospectus may otherwise be provided without contravening section 21 of FSMA. Any recipient in the UK who is not a Permitted Recipient must not act upon this Prospectus and must immediately return it to the AIFM.

Further, to the extent the AIFM markets the Fund, it will do so in accordance with regulations 50 and 59 of the UK AIFM Regulations exclusively to professional investors (as defined in those regulations). As a result, in the UK, an investment in the Fund will only be marketed to, and subscriptions for an investment in the Fund will only be accepted from, professional investors.

### **Israel**

This Prospectus has not been approved by the Israeli Securities Authority. The Shares are being offered to a limited number of sophisticated investors, in all cases under circumstances that will



fall within the private placement or other exemptions of the Securities Law 1986, or the Joint Investment in Trust Law 1994. This Prospectus may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent. Any offeree who purchases a Share or Shares is purchasing such Share(s) for its own benefit and not with the aim or intention of distributing or offering such Shares to other parties. Nothing in this Prospectus should be considered counseling advice as defined in the Regularization of Investment Counseling and Portfolio Management Law 1995.

The Fund and its Shares offered hereby have not been approved or disapproved by the Securities Authority of the State of Israel and may not be offered to Israel to more than 35 offerees as such term is defined by Israeli law and in a manner that will not constitute an offer to the public under the Joint Investments Trust Law, 5754-1994.

### **Qatar**

All applications for an investment in the Fund should be received, and any allotments made, from outside Qatar. This document is not intended to constitute an offer, sale or delivery of the Fund or other securities under the laws of the State of Qatar. The offer of the Fund has not been and shall not be licensed pursuant to Law No. 8 of 2012 ("**QFMA Law**") establishing the Qatar Financial Markets Authority ("**QFMA**") and the regulatory regime thereunder (including in particular the QFMA Regulations issued vide QFMA Board Resolution No.1 of 2008) QFMA Offering and Listing Rulebook of Securities of November 2010 ("**QFMA Securities Regulations**") and the Qatar Exchange Rulebook of August 2010 or the rules and regulations of the Qatar Financial Centre ("**QFC**") or any laws of the State of Qatar.

This document does not constitute a public offer of securities in the State of Qatar under the QFMA Securities Regulations or otherwise under any laws of the State of Qatar. The Fund is being offered only to a limited number of investors, less than a hundred in number, who are willing and able to conduct an independent investigation of the risks in an investment in such Fund. No transaction will be concluded in the jurisdiction of the State of Qatar (including the QFC).

### **Saudi Arabia**

The Fund may only be distributed in Saudi Arabia as a foreign fund under the conditions of Article 94 of the Capital Market Authority ("**CMA**") Investment Fund Regulations. This document may not be distributed in Saudi Arabia except to such persons as are permitted under the regulations issued by the CMA. The CMA does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the Shares offered hereby should conduct their own due diligence on the accuracy of the information relating to these securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

### **Data protection**

Shareholders and prospective Shareholders should note that by completing the subscription form for Shares, they are providing information that may constitute personal data as defined in the subscription form. The use of the personal data that Shareholders provide to the Fund is governed

by the EU general data protection regulation (regulation (EU) 2016/679) and the terms of a privacy notice attached to the subscription form (the “**Privacy Notice**”) which will be provided to Shareholders and may be amended from time to time. Any updated Privacy Notice will be made available to Shareholders.

The Privacy Notice also specifies the purposes of processing of personal data being, among others, the performance of a contract and compliance with applicable laws and regulations. The Privacy Notice further describes the rights of Shareholders to request the following: (i) the access to their personal data, (ii) the rectification and erasure of their personal data, (iii) restrictions to the processing of their personal data, and (iv) the transfer of their personal data to third parties, as well as the right of Shareholders to lodge a complaint in terms of data protection related issues with the relevant supervisory authority, the right to withdraw their consent to the processing of personal data (where applicable) and the right to object the processing of their personal data.

The case of proven gross negligence or wilful misconduct by the Fund, its employees, officers or agents.

**Contact details**

The Fund may be contacted for all questions and/or requests relating to Personal Data by email at [dpo@partnersgroup.com](mailto:dpo@partnersgroup.com).

**General**

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

**An investment in the Fund should be regarded as a long-term investment. There can be no guarantee that the objective of the Fund will be achieved.**

**Your attention is drawn to the section "Risk Warnings".**

**In addition, the Fund's investments are subject to normal market fluctuations and the risks inherent in all investments and there can be no assurances that appreciation will occur. It will be the policy of the Directors to maintain a diversified portfolio of investments so as to minimise risk.**

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

The information contained in this Prospectus is supplemented by the Articles and further information documentation, such as the annual and half-yearly reports as well as the information on the historical performance of the Fund (if any) which may be requested free of charge at the registered office of the Fund and the AIFM.

The Fund draws the investors' attention to the fact that any investor will only be able to fully exercise his shareholder rights directly against the Fund, notably the right to participate in general meetings of Shareholders, if the investor is registered himself and in his own name in the Fund's Share register. In cases where an investor invests in the Fund through an intermediary investing into the Fund in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain shareholder rights directly against the Fund. Investors are advised to take advice on their rights.

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## Directory

### **Registered Office**

10 Rue du Chateau d'Eau  
3364 Leudelange  
Grand Duchy of Luxembourg

### **Board of Directors**

Arnaud Lambillon  
Alex Wiederkehr  
Rekha Luchmee-Sookloll

### **AIFM**

Partners Group (Luxembourg) S.A.  
35D, Avenue J.F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

### **Depositary and Paying Agent**

Northern Trust Global Services SE  
10 Rue du Chateau d'Eau  
3364 Leudelange  
Grand Duchy of Luxembourg

### **Registrar and Transfer Agent**

Northern Trust Global Services SE  
10 Rue du Chateau d'Eau  
3364 Leudelange  
Grand Duchy of Luxembourg

### **Administrator and Domiciliary Agent**

Northern Trust Global Services SE  
10 Rue du Chateau d'Eau  
3364 Leudelange  
Grand Duchy of Luxembourg

### **Approved Statutory Auditor**

PricewaterhouseCoopers, *Société  
coopérative*  
*Réviseur d'entreprises agréé*  
2, rue Gerhard Mercator  
L-2182 Luxembourg  
Grand Duchy of Luxembourg

### **Legal Advisers to the Fund**

Arendt & Medernach SA  
41A avenue JF Kennedy  
L-2082 Luxembourg  
Grand Duchy of Luxembourg

## 1. Description of the Fund

The Fund is a company organised as a public limited company (*société anonyme*) under the laws of the Grand Duchy of Luxembourg and qualifies as an investment company with variable capital – investment fund subject to Part II of the Law of 2010 (*société d'investissement à capital variable (SICAV) – fonds d'investissement soumis à la partie II de la loi 2010*). The Fund is an AIF within the meaning of Article 1 (39) of the 2013 Law. The Fund was incorporated in Luxembourg on 4 March 2016. The capital of the Fund shall be equal at all times to the net assets of the Fund. The minimum capital is EUR 1,250,000. The Articles were published in the *Mémorial C, Recueil des Sociétés et Associations* on 18 March 2016. The Fund is incorporated for an undetermined period.

The Fund is registered with the *Registre de Commerce et des Sociétés* of Luxembourg under number B 204.530. The Articles have been deposited with the *Registre de Commerce et des Sociétés* of Luxembourg.

The Fund has appointed Partners Group (Luxembourg) S.A. as alternative investment fund manager of the Fund in accordance with Article 88-2 of the Law of 2010.

Under Luxembourg law and the Articles, the Fund is authorised to issue an unlimited number of Shares, all of which are without par value. The Directors may issue different classes of Shares ("**Class**"; "**Classes**" or "**Share Class**") within the Fund.

The base currency of the Fund is the Euro ("**EUR**") and all the financial statements of the Fund will be presented in EUR.

## 2. Investment Objective and Policy

The primary investment objective of the Fund is to achieve capital growth over the medium to long-term by investing in various alternative asset classes and/or alternative investment strategies. The Fund's investments will be subject to a well-defined diversification in order to reduce risks associated with alternative investments, and the Fund will provide for monthly liquidity for investors.

To offer investors the attractive risk/return potential of a combined alternative investment portfolio, the Fund may invest worldwide in a combination of different alternative asset classes and/or alternative investment strategies including (i) private alternative investment strategies and (ii) public alternative investment strategies.

The AIFM will aim to reduce investment risks by selecting investments based on strict criteria and by diversifying the individual investments selected.

### ***Private alternative investment strategies***

The Fund may invest in various private alternative investment strategies such as private equity, private debt, private real estate, private infrastructure, resources, commodities and other private market investments.

### ***Public alternative investment strategies***

The Fund may invest in various public alternative investment strategies such as hedge funds, alternative beta strategies, listed private equity, listed real estate, listed infrastructure, insurance linked securities and other public alternative investments.

The Fund may also invest in other funds which pursue any of the above mentioned investment strategies.

The Fund's portfolio allocation may vary and may be adjusted, depending on the AIFM's assessment of, for example, the portfolio, financial markets, economic environment and outlook or availability of investment opportunities.

The Fund may invest in the following instruments:

- (i) listed and unlisted securities;
- (ii) collective investment schemes;
- (iii) closed-end funds and investment companies;
- (iv) loan agreements (including mezzanine and senior loans);
- (v) derivative instruments and other debt instruments;
- (vi) commodities; and
- (vii) cash and cash equivalents.

The Fund may invest in such instruments through, fully or partially owned, intermediate companies, investment vehicles and similar structures (including companies, vehicles and structures managed or administered by the AIFM or its affiliates) as deemed appropriate by the AIFM.

### ***Currency Hedging***

The Fund currently intends to partially hedge its foreign exchange exposure. Depending on then prevailing circumstances, the Fund may or may not hedge its foreign exchange exposure fully or partially. It has no obligation to hedge any foreign exchange exposure at all.

### ***Liquidity Management***

For the purpose of liquidity management, the Fund is expected to hold liquid assets. Such assets may be kept in current accounts, or short term money market instruments. Further, the Fund may establish credit facilities with lenders, including affiliates of the AIFM, for liquidity management purposes (including, for example the financing of investments or redemption request).

The Directors may at their discretion alter investment policies, subject to prior CSSF approval and provided that any material change in investment policy is notified to Shareholders, as the case may be, where required by applicable law, together with information on the right to redeem their shares free of charge within one month from such notification, subject to the Fund's redemption restrictions as provided herein. This Prospectus will be updated accordingly in accordance with applicable Luxembourg regulatory requirements.

Non-material changes may be carried out by the Directors subject to prior CSSF approval and relevant notification of Shareholders.

### ***Application of the Risk Retention Requirements***

Article 17 of the AIFMD introduced risk retention and due diligence requirements ("**Risk Retention Requirements**") in respect of alternative investment fund managers that are required to become authorised under the AIFMD. These Risk Retention Requirements came into force on 22 July 2013 in general but do not apply to securitisations issued before 1 January 2011 where new underlying exposures are not added or substituted after 31 December 2014.

To the extent the Fund would invest in securitisation positions, it will be subject to the Risk Retention Requirements. As a consequence, the originator, sponsor (including and if applicable, the relevant collateral managers) or original lender (if any) of the securitisation positions comprised within the Fund's portfolio may retain a material net economic interest of at least 5% in the relevant position (if such positions fall within the scope of Article 17 of the AIFMD).

### ***Sustainability-related disclosures***

The AIFM has categorised the Fund under Article 8 of the Disclosure Regulation. All disclosures in relation thereto are contained in Annex I attached to this Prospectus.

## **3. Investment Restrictions**

The Directors have decided that the following investment restrictions shall apply to the Fund.

- (i) The Fund will not invest or commit more than 20% of its total net assets in any single investment provided that such limit shall only apply at the time when such investment or commitment is made. Should such restriction be exceeded as a result of the exercise of rights attached to investments or for any reason other than the purchase of investments (for example market or currency fluctuations), no remedial action will be required merely for these reasons.

Further, this restriction shall not apply in case of a collective investment scheme or any other vehicle which provides investors access to a diversified pool of assets.

- (ii) The Fund will comply at the relevant times referred to in (i) above with the diversification requirements of circular IML 91/75 and circular CSSF 02/80.

While ensuring observance of the principle of risk-spreading, the Fund may derogate from restrictions (i) and (ii) above for 12 months following its incorporation.

The Fund will not act as a feeder structure for a master fund or pursue the activities of a fund of funds. It will not pursue any investment techniques unless those are disclosed in this Prospectus. Descriptions of the most important risks incurred with these techniques can be found in the Risk Warnings of this Prospectus.

The Fund will not enter into securities financing transactions or total return swaps as defined in the Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse. Should the AIFM decide



to enter into securities financing transactions or total return swaps in the future, this Prospectus will be amended accordingly prior to entering into such transaction or total return swap.

### ***Borrowing***

The Fund may establish credit facilities via specialized institutions, banks or affiliates of the AIFM to borrow up to 25% of the value of its assets provided this borrowing is only for liquidity management purposes, including, for example, satisfying redemption request or funding obligations in connection with the Fund's investments. The assets of the Fund may be used as collateral in connection with any credit facility. The Fund shall not engage in structural leverage or other long-term borrowing.

The AIFM will calculate the exposure of the Fund in accordance with the gross and commitment methods of calculating exposure and will regularly disclose that exposure to investors in the audited annual report.

## **4. Share Class Information**

The Directors of the Fund have the authority to issue different Classes of Shares within the Fund and the issue of new Shares shall be at the discretion of the Directors. Details of the characteristics of such Share Classes offered by the Fund will be determined by the Directors. The Directors have full and absolute discretion to accept or reject subscriptions from prospective Shareholders for any reason, including for prospective Shareholders not meeting the "Eligibility" criteria set out in the table below. In case of the creation of additional Classes of Shares, this Prospectus will be updated. Not all the Classes of Shares shown in the table below are available as at the date of this Prospectus. Information on which Classes of Shares are available can be obtained from the Administrator or at [www.fundinfo.com](http://www.fundinfo.com).

All Shares of the same Class have equal rights and privileges but each Share Class may have a different fee structure, currency of denomination or other specific feature(s). Each Share is, upon issue, entitled to participate equally in assets of the relevant Class to which it relates on liquidation and in dividends and other distributions as declared for the Fund. The Shares will carry no preferential or pre-emptive rights and each whole Share will be entitled to one vote at all meetings of Shareholders.

Only subscription requests for the following Classes of Shares (each an **Old Share Class** and together the **Old Share Classes**) may be submitted until the relevant Cut-off Date for December 2018 (as defined in "How to Deal" below):

<b>Share Class</b>	<b>Eligibility</b>
Class I (EUR) Shares	available to all investors in EUR.
Class I (USD) Shares	available to all investors in USD.
Class I (CHF) Shares	available to all investors in CHF.
Class I (GBP) Shares	available to all investors in GBP.
Class I (JPY) Shares	available to all investors in JPY.

Class R (EUR) Shares	available to all investors in EUR.
Class R (USD) Shares	available to all investors in USD.
Class R (CHF) Shares	available to all investors in CHF.
Class R (SGD) Shares	available to all investors in SGD.
Class T (EUR) Shares	available only to select entrepreneurs from Partners Group's network, industry advisors, Partners Group employees and its affiliates as approved by the Directors from time to time in EUR
Class T (USD) Shares	available only to select entrepreneurs from Partners Group's network, industry advisors, Partners Group employees and its affiliates as approved by the Directors from time to time in USD
Class T (CHF) Shares	available only to select entrepreneurs from Partners Group's network, industry advisors, Partners Group employees and its affiliates as approved by the Directors from time to time in CHF

After the relevant Cut-off Date for December 2018, only subscription requests for the following Classes of Shares (each a **"New Share Class"** and together the **"New Share Classes"**) may be submitted:

Share Class	Eligibility
I-N	available to all investors until 31 October 2024 and thereafter only available to eligible investors investing directly, financial intermediaries investing for their own account, eligible investors who invest in their own name and/ or eligible investors who have account-based fee arrangements, discretionary managed accounts or comparable fee arrangements with their financial intermediary. Within the EU, in each case where a financial intermediary is involved such financial intermediary must: (i) make investments for their own account, (ii) receive no distribution fees in accordance with regulatory requirements and/or (iii) only offer their clients classes with no retrocessions in accordance with written agreements concluded with their clients.
Inst-N	Share Classes with "Inst" in their name will be available to institutional investors within the meaning of article 174 (2) (c) of the Law of 2010 investing into the Fund.
R-N	available to all investors
M	available only to select investors who have entered into a portfolio management agreement, an advisory agreement or any other similar agreement regarding investment or asset management with the AIFM or any Affiliate thereof or which is otherwise established, managed and/or advised by the AIFM or any Affiliate thereof or select Partners Group Clients as approved by the Directors from time to time. Shareholders who no longer meet the above conditions may be forcibly redeemed at the prevailing net asset value or exchanged for another Share Class of the Fund.
T-N	available only to select entrepreneurs from Partners Group's network, industry advisors, Partners Group employees and its affiliates as

	approved by the Directors from time to time
T-NE	available only to select entrepreneurs from Partners Group's network, industry advisors, Partners Group employees and its affiliates as approved by the Directors from time to time

Additional characteristics of Share Classes:

Currency	The Classes may be denominated, without limitation, in AUD, CAD, CHF, CNH, CNY, CZK, EUR, GBP, HKD, JPY, NOK, PLN, SEK, SGD or USD and such denomination will be indicated in the Class name.
D	For Classes with "D" in their name, proceeds are intended to be distributed unless the Fund decides otherwise.
Series of shares	The indication "2", "3", or "4", etc. in the name of a Class refers to the fact that the relevant Shares are part of the same series within the relevant share class category. The terms and conditions of each Share Class within a series may differ.
"Z"	For Share Classes with "Z" in their name, Equalization Rebate will be retained by the AIFM and/or its Affiliates and will not be offset against the relevant Management Fee applicable to them.

Where payments are tendered by a subscriber or, if a capital withdrawal is required in a currency other than the base currency or the reference currency of the respective Class, the necessary foreign exchange transactions may be arranged by the Administrator for the account of, and at the expense of, the applicant at prevailing exchange rates on the relevant Business Day.

### ***Share Classes Hedging***

The Fund may hedge Classes which are denominated in any currency other than EUR. Depending on the prevailing circumstances, the Fund may or may not hedge Classes, and has no obligation to hedge any Class at all.

As set out in section "**Investment Objective and Policy**", the Fund currently intends to partially, at its discretion, hedge its foreign exchange exposure at the overall portfolio level, as well. However, it has no obligation to hedge any foreign exchange exposure at all.

In relation to currency hedging undertaken, if any, in the interest of a hedged Share Class, the attention of the investors is drawn to the fact, that various Classes of Shares do not constitute separate portfolios of assets and liabilities, but only a quota in the assets and liabilities of the Fund. Accordingly, gains and losses on the hedging transactions are allocated to the hedged Classes only but vis-à-vis third parties a Share Class may be liable for obligations incurred in connection with currency hedges in favour of another Share Class.

## **5. How to Deal**

Under normal circumstances, the Fund's ordinary redemption and subscription procedure, as set out under section 6 "**Monthly Dealing Procedure**", applies.

The Directors have the ability to introduce additional measures to deal with extraordinary circumstances (for example, periods of extraordinary market and economic circumstances) or circumstances which in the reasonable opinion of the Directors warrant application of the Annual Dealing Procedure (as defined in section 7) in the interest of existing Shareholders. Such measures shall be of temporary nature only and are expected to be lifted once these circumstances have normalised or where the application of the Annual Dealing Procedure is in the reasonable opinion of the Directors no longer required.

In addition, under the circumstances mentioned in the previous paragraph and based on liquidity management considerations triggered by such circumstances, the Directors may decide at their discretion not to accept redemptions and/or subscriptions for a period of up to 12 months, if deemed in the interest of existing Shareholders. In any case, no issue or redemption of Shares will take place during any period when the calculation of the Net Asset Value per Share is suspended as defined in section 9.

Shareholders will be informed in a timely manner, should the Directors decide to make use of any of these measures. Any Shareholder who has submitted a request for redemption of Shares prior to such announcement may withdraw its request. If the redemption request is not withdrawn, the redemption will be deferred to the first Valuation Day following the termination of the suspension of the NAV calculation or to the Annual Redemption Day at the Secondary Value Dealing Price (as defined below), as the case may be.

If appropriate, notice of the suspension will be published as required by Luxembourg law and regulations.

## **6. Monthly Dealing Procedure**

**(Please note that this procedure is applicable as from the date of this Prospectus until written notice to Shareholders is given. As outlined in section 7 "Annual Dealing Procedure", the Directors may decide to introduce the Annual Dealing Procedure in extraordinary circumstances.)**

### ***Subscription Procedure***

Applications for subscription must be submitted to Northern Trust Global Services SE, 10 Rue du Chateau d'Eau 3364 Leudelange Grand Duchy of Luxembourg, acting as Registrar and Transfer Agent.

Prospective investors must submit the complete and valid subscription form to the Administrator by no later than 11 a.m. CET five Business Days prior to the Valuation Point immediately preceding the Dealing Day (the "**Cut-off Date**"). To accept orders from new investors know your customer ("**KYC**") and anti-money laundering ("**AML**") checks have to be performed and finalised by Northern Trust Global Services SE prior to the Cut-off Date. This requires the complete documentation to be provided five (5) Business Days prior to the Cut-off Date to Northern Trust Global Services SE.

Northern Trust Global Services SE, in its sole discretion and with the standing the approval of the Directors, may accept a new investor even if this investor has submitted his complete KYC and

AML documentation less than five (5) Business Days prior to the Cut-off Date, provided that Northern Trust Global Services SE has already verified the documentation and has opened the account at the time of the Cut-off Date.

It is intended that the NAV calculation will typically be finalised within 15 Business Days after the immediately preceding Valuation Point.

Applications received after the Cut-off Date, if accepted, will be dealt with on the basis of the Net Asset Value per Share as of the next following Valuation Point.

### ***Dealing Limitations***

Subscriptions, redemptions and conversions of Shares should be made for investment purposes only. The Fund does not permit market-timing or other excessive trading practices. Excessive, short-term (market-timing) trading practices may disrupt portfolio management strategies and harm fund performance. To minimise harm to the Fund and the Shareholders, the Directors have the right to reject any purchase or conversion order from any investor who is engaging in excessive trading or has a history of excessive trading or if an investor's trading, in the opinion of the Directors, has been or may be disruptive to the Fund. In making this judgment, the Directors may consider trading done in multiple accounts under common ownership or control. The Directors, the Fund or the AIFM will not be held liable for any loss resulting from rejected orders.

Subscription, redemption and conversion requests are made at an unknown Net Asset Value per Share.

### **Subscriptions**

Unless the Fund decides otherwise, the Initial Issue Price of Shares amounts to AUD 1,000, CAD 1,000, CHF 1,000, CNH 10,000, CNY 10,000, CZK 20,000, EUR 1,000, GBP 1,000, HKD 10,000, JPY 100,000, NOK 9,000, PLN 5,000, SEK 7,000, SGD 1,000 or USD 1,000.

### ***Minimum Initial Investment Amount***

<b>Share Class</b>	<b>Minimum investment amount (EUR or equivalent in Share Class Currency)</b>
Class I	10,000
Class I-N	10,000
Class Inst-N	1,000,000
Class R	10,000
Class R-N	10,000
Class M	10,000
Class T	10,000
Class T-N	10,000
Class T-NE*	10,000

\* This Share Class will be open for subscriptions until the Cut-off Date that corresponds with the Valuation Day for the month of July 2024 unless the Board decides to extend the subscription period beyond such Cut-Off Date.

***Minimum Subsequent Investment***

<b>Share Class</b>	<b>Minimum subsequent investment amount (EUR or equivalent in Share Class Currency)</b>
Class I	1,000
Class I-N	1,000
Class Inst-N	1,000
Class R	1,000
Class R-N	1,000
Class M	1,000
Class T	1,000
Class T-N	1,000
Class T-NE	1,000

The Directors may, on a case-by-case basis, consider subscriptions from different investors as one subscription for the purpose of determining whether the minimum initial investment amount has been reached, provided that the subscribers are affiliated entities or are otherwise related, for example, by subscribing through the same placing agent or other intermediary.

Further, the Directors may take into consideration previous subscriptions in any Class, anticipated future subscriptions or other aspects as may be deemed appropriate, when calculating the minimum initial investment amount by any investor or a group of investors subscribing through the same placing agent or other intermediary.

The Directors reserve the right to accept or reject, in their sole discretion, any request to purchase Shares at any time.

Subscriptions for Shares should be made by fax, in writing, or any other method deemed appropriate by the Administrator.

In relation to applicants requesting subscriptions in the base currency EUR or the reference currency of any Class other than JPY, subscription monies shall be received at the latest three (3) Business Days following the issue date of the applicable contract note. For Shares for which the applicable Class currency is JPY, subscription monies shall be received at the latest five (5) Business Days following the issue date of the applicable contract note. No interest will be paid on any payments received prior to this deadline. Investors should note that incomplete subscription applications and subscription applications which are not settled by the due date may be cancelled by the Fund and any costs of cancellation passed on to the investor.

A contract note will typically be issued on the Net Asset Value Calculation Day but no later than three (3) Business Days after the applicable Net Asset Value Calculation Day, giving full details of the transaction.

***Delivery into Clearing Systems***

Arrangements may be made for Shares to be held in accounts maintained with clearing houses. For further information about the procedures involved, please contact the Registrar and Transfer

Agent.

Applicants will be required to provide information required under relevant anti-money laundering and fight against terrorism financing laws.

### ***Subscription Fee and Distributor Subscription Fee***

The Directors may determine a subscription fee to the applicable Net Asset Value per Share (the "**Subscription Fee**"), which Shareholders will have to pay, and which is for the sole benefit of the Fund. The Subscription Fee will be between 0 – 5%, depending on what the Board determines to be in the interest of the existing Shareholders. Where the Subscription Fee as determined by the Directors is lower than 5%, distributors or other financial intermediaries may determine to charge a fee up to 5% of the Net Asset Value per Share (the "**Distributor Subscription Fee**"), always provided that the Subscription Fee and the Distributor Subscription Fee are in aggregate not in excess of 5% of the Net Asset Value per Share.

### ***Subscription Restrictions***

Old Share Classes may not be subscribed for after 11 a.m. on 20 December 2018. From 1 January 2022, subscriptions of Shares in New Share Classes may be limited, per year, to 25% of the Fund's Net Asset Value at the start of each financial year, to avoid dilution to existing investors. The Directors may, from time to time, determine to apply such restriction for any particular Valuation Day or for a certain time period subject to the AIFM's analysis of available investment opportunities and liquidity situation of the Fund.

### ***Subscriptions in kind***

In the sole discretion of the Board of Directors, the Fund may also accept securities as payment of the Shares provided that the securities meet the investment policy and investment restrictions of the Fund. In such case, the independent auditor of the Fund shall establish a report to value the contribution in-kind. All costs associated with such contribution in-kind shall be borne by the investor making the contribution in-kind, or by such other third party as agreed by the Fund or in any other way which the Board of Directors considers fair to all shareholders of the Fund.

### ***Anti-money Laundering Provisions***

Pursuant to (i) the Luxembourg law of 19 February 1973 (as amended) on the sale of drugs and against drug addiction, (ii) the Luxembourg law of 5 April 1993 (as amended) relating to the financial sector, (iii) the Luxembourg law of 12 November 2004 (as amended) relating to the fight against money laundering and against terrorist financing and (iv) to the relevant CSSF circulars and regulations, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering purposes (together, the "**AML/KYC Regulations**"). Within this context a procedure for the identification of prospective investors has been imposed. Namely, the application form of a prospective investor must be accompanied by any supporting documents prescribed by applicable rules and regulations allowing the appropriate level of identification of the prospective investor and, as the case may be, its beneficial owners as well as the source of the monies of the Investor. The Board of Directors may further require receiving additional supporting documents from Investors throughout the life of the Fund to ensure compliance with the AML/KYC Regulations. Failure to provide such information may result in the Board of Directors rejecting a subscription application

or suspending the payment of distributions.

Where the investment in the Fund is made through an intermediary as set forth in article 3 of the CSSF Regulation 12-02, as amended by CSSF Regulation 20-05, the Board of Directors will put in place enhanced customer due diligence measures in accordance with article 3-2 of the Luxembourg law of November 12, 2004 on the fight against money laundering and terrorist financing, as amended.

In relation to investments made by the Fund, the AIFM carries out an analysis of the AML risk posed by the investment and applies due diligence measures based on a risk assessment, which due diligence is documented.

In addition, the AIFM shall ensure that the due diligence carried out by it or the Portfolio Manager in relation to the investments of the Fund takes into account all applicable anti-money laundering requirements.

### ***Redemptions Procedure***

Redemption orders may be placed by fax, in writing, or any other method deemed appropriate by the Registrar and Transfer Agent. A redemption order will not be treated as valid unless it is in respect of Shares which are registered and for which the issue price has been fully paid by the Shareholder.

The Registrar and Transfer Agent will redeem the Shares on the Dealing Day if it has received the duly completed redemption form by no later than 11:00 am (CET) on the last Business Day three months prior to the Valuation Point for the nominated Dealing Day, subject to the restrictions described below. Redemption requests which are received by the deadline for the nominated Dealing Day will be dealt with on the basis of the Redemption Price calculated as of the immediately preceding Valuation Point or on the basis of the Secondary Value Dealing Price (if applicable).

Redemption monies shall be paid at the latest five (5) Business Days after the Net Asset Value Calculation Day. Payments are made by telegraphic transfer and any costs incurred therewith will be borne by the Shareholder. The payment of redemption proceeds is carried out at the risk of the Shareholder.

A contract note will be sent to Shareholders giving full details of the transaction.

Redemptions may be fully or partially funded through a credit facility.

If a Shareholder should hold less than one Share, the Directors reserve the right to force redemption of such Share.

### ***Redemption Fee***

The applicable Net Asset Value per Share may be reduced by a redemption fee (the "**Redemption Fee**") of up to 5% of the Net Asset Value for the benefit of the Fund as determined by the Directors from time to time.



### ***Redemption Restrictions***

In relation to the Old Share Classes, Net Redemptions will be limited to the following percentages (across all Old Share Classes) unless the Directors waive such restrictions either partially (by determining higher percentages) or in their entirety, based on the AIFM's analysis of available liquidity:

- 30% of the Net Asset Value of all Old Share Classes, calculated as at the immediately preceding Valuation Point, rounded down to the nearest whole number, may be redeemed in any given rolling 12 month period on a Net Redemption basis;
- 25% of the Net Asset Value of all Old Share Classes, calculated as at the immediately preceding Valuation Point, rounded down to the nearest whole number, may be redeemed in any given 3 month period on a Net Redemption basis;
- 10% of the Net Asset Value of all Old Share Classes, calculated as at the immediately preceding Valuation Point, rounded down to the nearest whole number, may be redeemed in any given 1 month period on a Net Redemption basis.

For all New Share Classes, Net Redemptions will by default be limited to the following percentages (across all New Share Classes) unless the Directors waive such restrictions either partially (by determining higher percentages) or in their entirety, based on the AIFM's analysis of available liquidity:

- 30% of the Net Asset Value of all New Share Classes, calculated as at the immediately preceding Valuation Point, rounded down to the nearest whole number, may be redeemed in any given rolling 12 month period on a Net Redemption basis;
- 25% of the Net Asset Value of all New Share Classes, calculated as at the immediately preceding Valuation Point, rounded down to the nearest whole number, may be redeemed in any given 3 month period on a Net Redemption basis;
- 10% of the Net Asset Value of all New Share Classes, calculated as at the immediately preceding Valuation Point, rounded down to the nearest whole number, may be redeemed in any given 1 month period on a Net Redemption basis.

When deemed in the best interest of the Fund, the Directors may determine to further reduce the Net Redemption limits for New Share Classes to 15%, 12.5% and 5% respectively. Such further restriction can be enacted for one or several Dealing Days but would be limited for a period of up to 2 years. After such period has lapsed, the same restriction shall not be enacted for the same period as it was most recently imposed.

Where a redemption request is, fully or partially, deferred in accordance with the redemption restrictions of the Fund, the Directors may grant all affected Shareholders the right to withdraw the deferred part of the original redemption request.

***Redemption Restriction applicable to Class T-NE (USD) Shares and Class T-NE (CHF) Shares***

Class T-NE (USD) Shares and Class T-NE (CHF) Shares (the “**Class T-NE Shares**”) are subject to a lock-up period and may not be redeemed prior to the Dealing Day which is three (3) years after the Dealing Day on which the Class T-NE Shares were issued to the relevant Shareholder. Such redemption restriction does not apply when changes are made to this Prospectus and are notified to the Shareholders together with information on the right to redeem their shares free of charge within one month from such notification.

**Deferral of Subscriptions and Redemptions**

If the Fund receives subscriptions or redemptions requests in excess of the limit for a given period, the Administrator will reduce all applications received for a given Valuation Day pro-rata, and defer any applications in excess of the respective limit, and not settled on such Valuation Day, to the immediately succeeding period and relevant Valuation Day, always subject to the subscription and redemption restrictions applicable for such period. Deferred subscription or redemption requests will be dealt with on equal terms with new subscription and redemption requests for that Valuation Day, and all subscription or redemption requests, as applicable, whether deferred or newly submitted, will be reduced pro-rata so that the relevant limit for that Valuation Day is not exceeded. No interest will be paid on any payments received in relation to applications being deferred in accordance with this clause.

**Conversions**

Shares of each Class may be converted into Shares of another Class subject to the fulfilment of any conditions applicable to such Class. The conversion will be effected by way of a redemption of Shares of one Class (the “**Original Class**”) and a simultaneous subscription for Shares of the other Class (the “**Target Class**”), where the general provisions and procedures relating to redemptions and subscriptions of Shares will apply, save that: (i) no Subscription Fee or Redemption Fee will be payable; and (ii) the notice period for redemption orders as set out in the section “Redemptions Procedure” will not apply to conversion requests. The price per Share of the Target Class will be calculated on the basis of the applicable Net Asset Value per Share as of the Valuation Point on which the conversion is to take place.

For the purpose of redemption restrictions, conversions will not be included in the calculation of Net Redemptions.

Conversion orders may be placed by fax, in writing, or any other method deemed appropriate by the Administrator. A conversion order will not be treated as valid unless it is in respect of Shares which are registered and for which the issue price has been fully paid by the Shareholder.

Subject to the discretion of the Directors, each conversion is subject to the conversion request complying, in respect of the Target Class, with the minimum initial investment requirements of the Class into which the conversion is requested.

The number of Shares to be issued in the Target Class will be calculated in accordance with the

following formula:

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

Where:

A = number of Shares of the Target Class to be allocated

B = number of Shares of the Original Class converted

C = Net Asset Value per Share on the relevant Valuation Day for the Original Class

D = the currency conversion factor, which is the relevant currency rate as at the respective Valuation Day, or where the Shares of the Target Class are denominated in the same currency of the Original Class, D = 1

E = Net Asset Value per Share on the relevant Valuation Day for the Target Class or, where applicable, the issuance price.

The value of Shares held by a Shareholder in a Target Class must exceed the minimum initial investment applicable to such Class. In the event the minimum initial investment is not met, a Shareholder will be deemed to have requested the conversion of their entire holding in such Share Class, unless this requirement is waived by the Directors.

The Directors reserve the right to accept or reject, in their sole discretion, any conversion requests by Shareholders.

### ***Transfers***

Registered Shares may be transferred by stock transfer form or other written instrument which the Fund or its agents have authorised. The Fund shall not be bound to register (i) more than four persons in respect of each Share, (ii) persons under the age of 18, or, (iii) any transfer to a US Person.

The transferor is deemed to remain the holder until the transferee's name is entered in the register. The transferee must comply with the proof of identity requirements set out above as though the transferee were a new subscriber, and must complete an application form or provide the representations, warranties and disclosure contained within the application form prior to being entered on the Fund's register.

To accept stock transfers know your customer (KYC) and anti-money laundering (AML) checks have to be performed and finalised by Northern Trust Global Services SE prior to the transfer in for the new investor.

The Directors reserve the right to accept or reject, in their sole discretion, any request to transfer Shares at any time.

### ***Joint Shareholders***

In the case of joint Shareholders the Fund reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only or to all joint Shareholders together, at its absolute discretion.

### **Form of Shares**

Shares will be issued in registered form. The Directors are likewise authorised to issue Share fractions. Shares may be issued with up to six decimal places. Shareholders will receive monthly statements of account certifying their holding. Such extracts constitute extracts of the share register.

### **Side Pockets**

It cannot be excluded that certain assets of the Fund may become illiquid or impossible to value due to circumstances of fact that cannot be foreseen at the time these assets are acquired. As a result of such illiquidity and the risks implicit therein, the AIFM will no longer be in a position to liquidate the asset at a reasonable value or to prepare or obtain a fair valuation of the relevant asset. Any such incident may further have an impact on the other assets in the Fund hence leading to an impossibility to exit or liquidate the relevant investment or to determine the Net Asset Value of the Fund.

In order to remedy the potential consequences of any such illiquidity, the AIFM shall be entitled to use all means at its disposal, acting each time in the best interests of all Shareholders. The AIFM may thus, inter alia, separate certain assets from the remaining investments by creating a separate fully segregated asset sub-pool (the "**Side-Pocket**") within the Fund and by allocating the relevant asset thereto.

Any Side-Pocket allocation will be realised by means of a Share conversion as foreseen under section "**Conversion**" of this Prospectus. Also, Shares in a Side Pocket will not be redeemable at the request of Shareholders.

Once an investment enters a Side Pocket, only the present Shareholders will be entitled to receiving Shares of a specific Class, representing their pro rata co-ownership interest in the relevant investment(s) and future Shareholders will not participate in the relevant asset(s). Any such Class shall be closed for subscriptions.

When the assets allocated to any Side Pocket are able to be properly valued and/or become liquid again, the AIFM shall realise them in an orderly manner, each time acting in the best interest of the Shareholders participating therein.

For the avoidance of doubt and throughout the duration of any Side-Pocket arrangement, fees and expenses will continue to accrue in respect of the Side-Pocket.

The basis for the assessment of fees shall be the value of the asset at the moment when a valuation is again possible. Performance and other fees, if any, may thus only be calculated and allocated when a liquidity or valuation event occurs.

The fees of the AIFM, Administrator, Depositary and any other services provider will continue to accrue during the term of the Side Pocket existing in respect of each asset and will be calculated by reference to the value thereof upon a liquidity or valuation event, as such terms are defined in the relevant supplement.

The creation of any Side Pocket will be subject to the prior communication and authorisation by the *Commission de Surveillance du Secteur Financier*. Investors will be duly informed of the creation and maintenance of any Side Pocket.

### ***Compulsory Redemptions***

The Board of Directors has the powers to restrict or prevent the legal or beneficial ownership of Shares or prohibit certain practices such as late trading and market timing by any person (individual, corporation, partnership or other entity), if, in the opinion of the Board of Directors, such ownership or practices may: (i) result in a breach of any provisions of the Articles, the Prospectus or the laws or regulations of any jurisdiction, including but not limited to, a breach of current and/or future sanctions of the EU, the United States or such other jurisdiction, body or organisation as determined by the Board of Directors, (ii) require the Fund to be registered under any laws or regulations whether as an investment fund or otherwise, or cause the Fund to be required to comply with any registration requirements in respect of any of its Shares, whether in the United States of America or in any other jurisdiction, such registration being detrimental to the Fund or the Shareholders or (iii) cause the Fund or the Shareholders any detrimental effect, any liability for taxation or suffering any pecuniary disadvantage which they would not have otherwise incurred nor suffered (with any Shareholder or potential Shareholder who, in the reasonable opinion of the Board of Directors, falls into this categorisation being referred to as a “**Prohibited Person**”).

*Issue and transfer:* The Fund may decline to issue any Shares or to accept any transfer, where it appears that such issue or transfer would or might result in Shares being acquired or held by, on behalf or for the account or benefit of, a Prohibited Person. The Fund may require at any time any Shareholder or prospective Shareholder to provide the Fund with any representations, warranties, or information, together with supporting documentation, which the Fund may consider necessary for the purpose of determining whether the issue or transfer would result in Shares being held by, on behalf or for the account or benefit of a Prohibited Person.

*Existing Shareholders:* The Fund may compulsorily redeem all Shares held by, on behalf or for the account or benefit of, Prohibited Persons or Shareholders who are in breach of, or have failed to provide, the abovementioned representations, warranties or information in a timely manner. In such cases, the Fund will notify the Shareholder of the reasons which justify the compulsory redemption of Shares, the number of Shares to be redeemed and the indicative Dealing Day on which the compulsory redemption will occur. To the extent permitted to do so in accordance with applicable laws and regulations, the Redemption Price shall be determined based on the latest Net Asset Value minus any Redemption Fee and/or any other fees, costs and expenses incurred to satisfy such compulsory redemption. The payment of redemption proceeds is carried out at the risk of the compulsorily redeemed Shareholder and redeemed Shares will be cancelled with such payment.

The Fund may, at its sole discretion and subject to compliance with applicable laws and regulations, also grant a grace period to the Shareholder for remedying the situation causing the compulsory redemption, for instance by transferring the Shares to one or more prospective Shareholders who are not Prohibited Persons and do not act on behalf or for the account or benefit of Prohibited Persons, and/or propose to convert the Shares held by any Shareholder who

fails to satisfy the Shareholder eligibility requirements for a Share Class into Shares of another Share Class available for such Shareholder.

The Fund reserves the right to require the Shareholder to indemnify the Fund against any losses, costs or expenses arising as a result of any Shares being held by, on behalf or for the account or benefit of Prohibited Persons or Shareholders who are in breach of, or have failed to provide, the abovementioned representations, warranties or information in a timely manner. The Fund may pay such losses, costs or expenses out of the proceeds of any compulsory redemption described above and/or redeem all or part of the Shareholder's other Shares, if any, in order to pay for such losses, costs or expenses.

Notwithstanding anything to the contrary in this Prospectus, the issue, redemption, or conversion of Shares is prohibited: (i) during the period where the Fund does not have a depositary or (ii) in the event of liquidation, declaration of bankruptcy or application for admission to a debt-restructuring arrangement, the suspension of payments or the controlled management or a similar measure concerning the Depositary in accordance with the Law of 2010.

## **7. Annual Dealing Procedure**

(Please note that this procedure is not applicable as at the date of this Prospectus and will not come into effect until written notice has been given to Shareholders. As outlined in this section 7, the Directors may decide to introduce the Annual Dealing Procedure in extraordinary circumstances.)

### ***Cut-off Date & Valuation***

In relation to the annual dealing procedure ("**Annual Dealing**"), redemption requests which are received prior to 5 p.m. CET on the Annual Redemption Day, as determined by the Directors and announced to Shareholders prior to such day, will, if accepted, be transacted on the Secondary Value Dealing Price (as defined below). The first Annual Redemption Day following the decision of Directors to apply the Annual Dealing shall be no later than 12 months after notice of such decision was given to Shareholders.

For the avoidance of doubt, the Monthly Dealing Procedure shall not be available following the decision of the Directors to apply the Annual Dealing.

Redemption proceeds shall normally be paid to redeeming Shareholders by no later than 180 days following the respective Annual Redemption Day of each calendar year (the "**Annual Redemption Payment Day**"), provided the Fund has sufficient liquid assets available from proceeds of its assets as contemplated below. Should proceeds not be readily available, the Directors shall keep Shareholders informed and pay redemption monies as soon as practicable when sufficient funds have been generated but not later than one year after the Annual Redemption Day.

Redemption requests shall be given for a number of Shares. Redemption requests expressed in nominal amounts will not be processed.

A non-binding indication (or estimated range, as applicable) as to the estimated Secondary Value

Dealing Price shall be made available to investors typically 30 days prior to the relevant Annual Redemption Day or as soon as practicable thereafter at the registered office of the Fund. Shareholders must be aware that such indication is an estimate only and the applicable Secondary Value Dealing Price may differ from such indication and will be determined taking into account the sale proceeds of the selected assets as well as associated cost and expenses (see "**Secondary Value Dealing Price**" below).

Where applicable, outstanding redemption orders received in connection with the Monthly Dealing Procedure will automatically be transferred to the Annual Dealing. In such situation, redeeming Shareholders may withdraw their redemption request provided that such notice is given prior to the applicable Annual Redemption Day.

In respect of each Annual Redemption Day, Net Redemptions (net of Extraordinary Acquisitions (as defined below), if any) will not be limited and all Shareholders, whose redemption requests have been accepted, shall be transacted on the Secondary Value Dealing Price as set out below.

***Extraordinary Acquisition at Secondary Value Dealing Price***

Investors may apply to acquire Shares at the Secondary Value Dealing Price (an "**Extraordinary Acquisition**") by submitting an application prior to 5 p.m. CET on the Annual Redemption Day. No new Shares will be issued in an Extraordinary Acquisition as Shares of redeeming Shareholders (free of any lien or security interest) will be transferred to the extent required to subscribing Shareholders. Accordingly, Extraordinary Acquisitions are limited to the amount of redemptions as accepted for the Annual Redemption Day.

The minimum initial investment and minimum subsequent investment amounts set out in section 6 "**Monthly Dealing Procedure**" continue to apply.

Applications for an Extraordinary Acquisition must be given for a number of Shares. Extraordinary Acquisition applications expressed in nominal amounts will not be processed.

Current Shareholders of the Fund shall be offered a pre-emptive right to acquire shares at the Secondary Value Dealing Price and shall have priority over other Extraordinary Acquisition applications (the "**Pre-emptive Right**").

The payment of the price is due no later than on the Annual Redemption Payment Day. No interest will be paid on any early payments. Investors should note that incomplete applications and applications which are not settled by the due date may be cancelled by the Fund and any costs of cancellation passed on to the investor.

Where the Pre-emptive Right is exercised, such Extraordinary Acquisition requests shall enjoy priority over Extraordinary Acquisition requests from non-Shareholders but shall however still be subject to (i) the limit defined as the total number of Shares for which redemption requests have been accepted and, if necessary, (ii) pro-rata reduction among Shareholders exercising their Pre-emptive Right. Thereafter and if relevant all acquisition applications from non-Shareholders will be reduced pro-rata so that the total of accepted applications does not result in net Extraordinary Acquisitions. The excess amount of the applications for Extraordinary Acquisition will be cancelled.

Investors must be aware that there might be situations where Extraordinary Acquisition applications of Shareholders who were entitled to the Pre-emptive Right will be fully (or partially) transacted whilst Extraordinary Acquisition applications from non-Shareholders might, fully or partially, be cancelled.

Ordinary subscriptions at the Fund's Net Asset Value shall not be permitted as long as the Annual Dealing is applied.

***Lock-Up for Acquisitions at Secondary Value Dealing Price***

Shares acquired at the Secondary Value Dealing Price are non-redeemable during a period of 12 months following the applicable Annual Redemption Day (the "**Lock-Up**").

***Secondary Value Dealing Price***

The secondary value dealing price (the "**Secondary Value Dealing Price**") is based on the Fund's Net Asset Value, as at the Annual Redemption Day, adjusted by a spread (the "**Spread**"), if any, reflecting the expected or actual discount relative to net asset values, of prices obtained through secondary sales under the then prevailing market conditions.

The Spread (if any) shall be determined, in good faith, by the Directors, in consultation with the AIFM, and, where appropriate, third party service providers. Any potential hedging gains or losses as well as associated costs and expenses relating to the Disposal Portfolio (as defined below) shall be borne by the redeeming Shareholders.

For the purpose of determining any Spread and the Secondary Value Dealing Price, it shall be assumed that the Fund will, if it were necessary to meet redemptions realise selected assets, including cash and Temporary Investments (if applicable), believed to fairly and reasonably represent the Funds' portfolio, in consideration of the level of redemption requests, relative to the Fund's total size (pre redemption), for such Annual Redemption Day (the "**Disposal Portfolio**").

The Directors shall, in consultation with the AIFM and on the basis of criteria such as, but not limited to, vintage year, funding level, geographical focus and quality of the assets, determine which assets may be sold to meet redemption requests, and thus serve to determine the Spread.

Where there are redemptions on the Annual Redemption Day the Secondary Value Dealing Price shall, in good faith, be determined typically within 120 days of the Annual Redemption Day (or if not practicable, as soon as practicable thereafter) (the "**Secondary Value Dealing Price Date**").

Subscribing and redeeming investors shall be notified about the Secondary Value Dealing Price within 10 days of the Secondary Value Dealing Price Date.

***Net Asset Value During Annual Dealing***

As long as the Annual Dealing is applied, the Fund's Net Asset Value shall continue to be calculated in accordance with section 8 "**Calculation of Net Asset Value**", provided that profits, losses and expenses that can be allocated to the Disposal Portfolio shall, by debiting or crediting, as applicable, such profits, losses and expenses, to the Disposal Portfolio, be excluded from the



Fund's Net Asset Value. No subscriptions or redemptions will be transacted at the Fund's Net Asset Value during the Annual Dealing.

### ***Return to Monthly Dealing Procedure***

The Fund will return to the Monthly Dealing Procedure at the Director's assessment that the extraordinary circumstances having warranted the application of the Annual Dealing Procedure are no longer given. Shareholders shall be notified about such change as soon as reasonably practicable and this Prospectus will be updated.

More specifically, it is expected that the Annual Dealing will be replaced by the Monthly Dealing Procedure, as soon as practicable when market, economic, and Fund specific circumstances have normalised and any Spread is estimated to have decreased (i.e. Net Asset Value and Secondary Value Dealing Price have converged).

## **8. Calculation of Net Asset Value**

The Net Asset Value per Share of the Fund shall be determined by the Administrator, in accordance with the Articles, as of close of business on the last Business Day of each calendar month (defined as the Valuation Day) by dividing the value of the assets of the Fund, including accrued income, less the amount of the liabilities of the Fund by the total number of Shares then outstanding. The Net Asset Value per Share shall be calculated to two decimal places. The Net Asset Value per Share will be calculated and available typically on the 17<sup>th</sup> Business Day of the calendar month following the applicable Valuation Day (the "**Net Asset Value Calculation Day**"). The latest Net Asset Value per Share as well as past performance information for the Fund will be available during normal office hours at the registered office of the Fund or the AIFM.

The calculation and publication of the Net Asset Value may be delayed, for example, where information is not readily available, due to operational issues or otherwise.

The AIFM is responsible for and will ensure that the valuation of the underlying investments of the Fund is performed appropriately and according to fair market values. In any event, the valuation task will be functionally independent from the portfolio management at the level of the AIFM.

The assets and liabilities of the Fund will be determined on the basis of the contribution to and withdrawals from the Fund as a result of (i) the issue and redemption of Shares; (ii) the allocation of assets, liabilities and income expenditure attributable to the Fund as a result of the operations carried out by the Fund and (iii) the payment of any expenses or distributions to holders of Shares.

The assets and liabilities of the Fund shall be valued in accordance with the Fund's accounting standard.

All assets and liabilities not expressed in EUR are translated therein by reference to the market rates prevailing in the foreign exchange market at or about the time of the valuation.

In calculating the Net Asset Value and Net Asset Value per Share of each Class (the "**Net Asset Value per Share**"), the Administrator may rely upon such automatic pricing services as it shall

determine or, if so instructed by the AIFM, it may use information provided by such carefully selected particular pricing services, brokers, market makers or other financial intermediaries, believed to be reliable. In all circumstances, the Administrator, the AIFM or any affiliate shall not, in the absence of fraud, negligence or wilful default on the part of the Administrator, be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value and Net Asset Value per Share resulting from any inaccuracy in the information provided by any such pricing service, broker, market maker or other intermediary. Furthermore, in calculating the Net Asset Value and Net Asset Value per Share, the Administrator shall rely solely on pricing information supplied by the Fund, the Fund's investments, the AIFM or any connected person approved by the Board. Investors should note that in certain circumstances it may not be possible or practicable for the Administrator to verify such information. In such circumstances, the Administrator shall not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value and Net Asset Value per Share resulting from any inaccuracy in the information provided by any such person.

In cases where no definite market price is available and the afore-mentioned pricing services do not provide sufficiently reliable data, the Board of Directors shall establish or cause to be established in good faith the applicable value on the basis of the fair market value or any other method the Board of Directors considers appropriate in the situation at hand. Neither the Board of Directors nor any of its members shall be held liable for any inaccuracy of the value so established, unless for cases of wilful misconduct or gross negligence.

The AIFM is responsible for and will ensure that the valuation of the underlying investments of the Fund is performed appropriately and according to fair market values. Partners Group has established valuation committees which are assessing the value of the Fund's assets. The valuation committees include inter alia the conducting officer of the AIFM in charge of valuation, members from the investment valuation services team of Partners Group (or such other name as may be given to such team in the future), the Portfolio Manager and external members. This composition is designed to ensure the robustness of valuation decisions by combining valuation expertise with full information on any relevant market insight, asset-specific circumstances or other relevant factors. To mitigate the potential conflicts of interest arising from the involvement of the Portfolio Manager in the valuation process, the conducting officer of the AIFM responsible for valuation, representing the AIFM as a voting member in the valuation committees, holds a veto right on any valuation decision taken by the valuation committees. The AIFM valuation function is functionally independent from the portfolio management one at the level of the AIFM, with two functionally and hierarchically independent conducting officers overseeing the aforementioned functions.

In the event of an error in the calculation of Net Asset Value and/or in the event of a non-compliance with the applicable Fund investment policy, the Board of Directors and/or the AIFM shall apply the CSSF Circular 24/856 on protection of investors in case of net asset value calculation error and correction of the consequences resulting from non-compliance with the investment rules applicable to undertakings for collective investment and will follow the procedures listed in this circular to correct such error and/or non-compliance.

The rights of any Shareholder subscribing to Shares in the Fund through financial intermediaries,

i.e., where Shareholders are not registered themselves and in their own name in the register of the Fund, may be affected in relation to indemnification payments for NAV calculation errors, breaches of investment restrictions or other errors occurring at the level of the Fund. For instance, transactions may be aggregated through financial intermediaries, therefore the Fund may not be in a position to trace back through the intermediary chain the individual payments due and ensure that the payment of indemnifications take into account each Investor's individual situation. Shareholders are encouraged to consult the relevant intermediary through which they subscribed for Shares in the Fund to receive information on the arrangements made with the Fund regarding the indemnification process in the event of a NAV calculation error, a breach of investment restrictions or another type of error.

## **9. Suspension of the Calculation of the Net Asset Value**

The Fund may temporarily suspend the calculation of the Net Asset Value per Share in exceptional cases where circumstances so require and provided the suspension is justified having regard to the interests of Shareholders, for example in any of the following events:

- (i) when one or more recognised markets which provides the basis for valuing a substantial portion of the assets of the Fund are closed other than for or during holidays or if dealings therein are restricted or suspended;
- (ii) when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility or power of the Fund, disposal of assets held by the Fund is not reasonably practicable without being seriously detrimental to the interests of the Shareholders or if in the opinion of the Fund redemption prices cannot fairly be calculated;
- (iii) in the event of a breakdown of the means of communications normally used for valuing any part of the Fund or if for any reason the value of any part of the Fund may not be determined as rapidly and accurately as required; or
- (iv) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the Fund are rendered impracticable or if purchases, sales, deposits and withdrawals of the assets of the Fund cannot be effected at the normal rates of exchange.

No issue or redemption of Shares will take place during any period when the calculation of the Net Asset Value per Share is suspended. Notice of any suspension will be given to any Shareholder tendering his Shares for redemption. If the request is not withdrawn, the redemption will take place as of the first Valuation Day following the termination of the suspension. Notice of any suspension will also be given to the Luxembourg supervisory authority as soon as practicable after the suspension took effect. If appropriate, notice of the suspension will be published as required by Luxembourg law.

## **10. Risk Warnings**

### ***Investment Risks for Alternative Strategies***

In contrast to traditional investment funds, where the focus is on the purchase of undervalued equities or bonds, alternative investment strategies can also involve short selling and the application of leverage by borrowing or through the use of derivative financial instruments. Since the Fund's investments will not be confined to conventional forms of investment (long equities and bonds only), but will also include investments in derivatives (e.g., futures, forward transactions, options, swaps, etc.) and non-liquid private market investments, it is anticipated the Fund's portfolio will typically display a lower correlation to general capital market trends than traditional investment funds.

**In addition to the risks inherent in traditional investment funds, including but not limited to economic, political, security and military, legal, regulatory, tax, financial, market, credit, currency, interest and liquidity risks as well as technical and operational risks, an investment in the Fund also entails a number of specific risks, some of which are listed below. Potential investors should therefore consider whether to commit only a small portion of their total assets to the Fund. An investment in the Fund is not suitable for all investors as there is a potential to sustain significant losses. The Fund is designed as a medium to long-term investment and therefore is not suitable for investors who depend on the short-term availability of their funds; in particular, it is no substitute for money market investments.**

**The Fund is not guaranteed to achieve its investment objective. The past performance of investments comprising the portfolio of the Fund may not necessarily be indicative of future performance; in addition, investments may have limited operating history. The Fund's portfolio investments may suffer a partial or total loss, adversely affecting the overall performance of the portfolio. The AIFM will attempt to minimise these risks by rigorously selecting and supervising the investments, broadly diversifying the Fund's portfolio and continuously monitoring all investments, taking into account their respective strategies.**

**Should the Fund's investments not develop favourably there is a risk for the investor that he may lose, in full or in part, the capital invested.**

**The Fund does not warrant that it will achieve its investment objectives. Particular attention should be paid to the following risks:**

### ***Sustainability Risks***

*Description of the manner in which Sustainability Risks are integrated into investment decisions:*  
The assessment of Sustainability Risks is an essential part of the AIFM's investment decision making process, during the ownership and at the time of exit. The AIFM screens potential investments through its proprietary ESG due diligence tool which takes into account Sustainability Risks based on, amongst others, the Sustainability Accounting Standards Board's (SASB) sustainability risk factors, and produces a sustainability risk report and the UN PRI's limited partners' responsible investment due diligence questionnaire for primary investments. The AIFM

will apply an active value-creation approach with an objective of improving the ESG profile of an investment, when possible.

More details on the integration of Sustainability Risks into the investment decision making process by the AIFM can be found in section 2 "Investment Objective and Policy" and on the following website:

<https://www.partnersgroup.com/en/about-us/our-sustainability/>

*Description of the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Fund:*

Sustainability Risks that could occur and which might potentially affect the performance of the Fund may vary from one investment to another and no exhaustive list can be given, and these risks will also vary from time to time. However, despite the proactive approach to Sustainability Risks, it cannot be excluded that environmental, social or governance factors may affect the value of the Fund's portfolio and the returns of the Fund.

#### ***Risks arising from the Nature of the Investment in Private Markets***

Private equity investments typically display uncertainties which do not exist to the same extent in other investments (e.g., listed securities). Private equity investments may be in entities or assets which have only existed for a short time, which have little business experience, whose products do not have an established market, or which are faced with restructuring etc. Any forecast of future growth in value may therefore often be encumbered with greater uncertainties than is the case with many other investments.

Further, private equity investments are often illiquid long-term investments that do not display the liquidity or transparency characteristics often found in other investments (e.g., listed securities). Certain investments are valued on the basis of estimated prices and therefore subject to potentially greater pricing uncertainties than listed securities.

An investment in the Fund should be thought of as a long-term investment.

#### ***Investments in Funds of Private Markets Funds and certain Listed Private Markets Investments***

The Fund is permitted to invest in private equity funds and funds of private equity funds established in jurisdictions where no or limited supervision is exercised on such funds by regulators. Further, the efficiency of any supervision may be affected by a lack of precision of investment and risk diversification guidelines applicable to, and the flexibility of the investment policies pursued by, such funds.

This absence of supervision at both the level of the fund of funds and the underlying funds may result in a higher risk for the Shareholders.

The specific investment policy of the Fund, which intends to also invest in listed private equity investments or fund of private equity funds, may result in a possible double or even triple charging of certain fees and expenses for the Shareholders.

Shareholders in the Fund will bear indirectly the management and advisory fees charged by the investment managers of the various private equity funds, funds of private equity funds and listed private equity investments in which the Fund invests.

It is possible that, even at times when the Fund has a negative or zero performance, the Fund will, indirectly, bear performance fees levied within individual private equity funds, funds of private equity funds and listed private equity investments.

***Political, Regulatory, Exchange Rate and Currency Risk***

The Fund expects its investments to be made in a number of different countries, including less developed countries, and be denominated in a number of different currencies. Any returns on, and the value of, such underlying investments may, therefore, be materially affected by exchange rate fluctuations, local exchange control, limited liquidity of the relevant foreign exchange markets and other restrictions, including restrictions on the repatriation of such returns, the convertibility of the currencies in question and also by political and economic developments in the relevant countries, such as, but not limited to, nationalization, expropriation, confiscatory taxation, social or political instability, military conflicts, terrorist attacks or governmental restrictions.

***Liquidity, diversification and valuation***

No liquid markets exist for some investments. Despite diversification, high concentration may arise on certain markets. Problems may be encountered in the valuation or sale of certain investments, and in some cases investments may have to be sold below their value.

Some investments may involve assets which are illiquid, are difficult to value and/or are exposed to high market, credit and liquidity risks (including the risk of insolvency or bankruptcy of the borrower).

***Performance Fee Risk***

The existence of the AIFM's performance fee may create an incentive for the AIFM to advise more speculative investments to the Fund than it would otherwise make in the absence of such performance-based arrangements.

Performance-linked fees may also encourage the managers of target investments to engage in very risky or highly speculative investments.

***Multiple Levels of Expense***

In addition to the considerations set out above, it should be noted that both the Fund and the underlying funds may impose management and/or administrative costs, expenses and performance allocations. This will result in greater expense than if such fees were not charged. Any investor in the Fund must be aware that the Management Fee will also be paid in case the Fund's investments perform negatively.

All rebates and benefits the Fund will be able to negotiate with underlying funds concerning fees will directly accrue within the Fund and therefore benefit the Shareholders.

### ***Leverage and Borrowing***

Investments may be leveraged at the level of the investment (e.g., by margin borrowing or otherwise). If the capital gains on the investments acquired with leverage are greater than the interest on the loans, the investment's assets will increase faster than if no leverage had been used. In the event of price falls, this leverage is outweighed by a more rapid decline in the investment's assets.

Investments may also achieve a leveraged effect by using derivatives such as options, forward transactions, swaps and futures and by taking short positions in securities. If incorrect assessments are made or the markets for the underlying investments prove to be insufficiently liquid, this may adversely affect the investment's performance.

For the avoidance of doubt, the Fund does not intend to leverage its investments at the level of the Fund.

However, the Fund may use borrowing in particular for liquidity management purposes and this may have a positive or negative effect on returns

### ***Hedging Risk***

The Fund and certain of the underlying funds may invest in derivatives in certain circumstances for hedging purposes (e.g., currency hedging). The use of derivatives in this way involves additional costs and expenses, as well as certain special risks, including: dependence on the Fund's or the relevant underlying fund's ability to predict movements in the value of investments being hedged and movements in interest rates and exchange rates, as well as the ability to time the implementation or the dissolution of hedging transactions; imperfect correlation between the hedging instrument and the investments, securities or market sectors being hedged.

### ***Use of brokers***

Some investments use a broker as custodian instead of a bank which may, in contrast to a Luxembourg custodian, perform solely safekeeping functions and have no statutory supervisory obligations. In certain cases these brokers may not have the same credit rating as a bank.

### ***Risk arising from net subscriptions and net redemptions***

The Fund will both issue new Shares and redeem existing ones during its lifetime. Although the simultaneous issue and redemption will have a neutralising effect and the net issue and/or net redemption is restricted (i) a net issue has the effect of reducing the investment level which changes the risk/return profile of the Fund and/or (ii) a net redemption may have the effect that assets of the Fund have to be liquidated causing a change in the investment level and the risk/return profile.

### ***The Fund's performance is dependent on the experience and network of its AIFM***

The Fund does not currently have any employees and does not own any facilities. The Fund has appointed the AIFM to provide certain services to assist with the portfolio management of the Fund's investments. Under the Master Alternative Investment Fund Management Agreement the AIFM is responsible for, amongst other things, selecting, acquiring and disposing of investments

and carrying out financing and cash management services. As a result, the Fund's performance is dependent on the experience and network of the AIFM, its affiliates and their respective directors, officers and employees. If the AIFM was to cease to provide services under the Master Alternative Investment Fund Management Agreement for any reason, and no suitable replacement were to be found, the Fund could experience difficulty in making new and/or in managing its existing investments, its business and prospects may be materially harmed and its results of operations and financial condition would be likely to suffer materially.

### ***Conflicts of Interest***

Situations may occur where the Fund, the AIFM, the Registrar and Transfer Agent and/or the Administrator (including their directors, officers and employees) encounter conflicts of interest. In particular the AIFM, the Registrar and Transfer Agent and the Administrator do not perform their services exclusively for the Fund, but also for other third parties whose interests might conflict with those of the investors of the Fund.

Potential conflicts of interest may also arise out of integration of Sustainability Risks into Partners Group's processes, systems and internal controls. Those conflicts of interest may include conflicts arising from remuneration or personal transactions of staff involved into the investment-decision process, conflicts of interest that could give rise to greenwashing, mis-selling or misrepresentation of investment strategies and conflicts of interest between different investment vehicles managed by Partners Group.

Investors should be aware that the AIFM (or its affiliates) may form investment vehicles that focus on particular market segments, typically where access to investment opportunities is relatively scarce, such vehicles have priority in relation to investment opportunities within their investment focus, and are generally guaranteed to receive at least a pre-defined minimum percentage of opportunities within their investment parameters.

The Portfolio Manager or its Affiliates may provide services to an Investment, or investment entities or vehicles associated with an Investment, for separate compensation (such as Equalization Rebate; Related OpCo Fees and Downstream Internal Service Costs); such compensation may be retained by the Portfolio Manager or its affiliates and not used as an offset against the Management Fee. A conflict will arise if a Partners Group representative is involved in, or responsible for, or influences the appointment of a Partners Group affiliate, and the fees for such services are retained by the Portfolio Manager or its affiliates and not credited or used as an offset for the benefit of the relevant Fund.



### **Conflicts of interest involving members of the AIFM**

If any manager or officer of the AIFM has an interest different to the interests of the Fund in any transaction of the Fund, such manager or officer shall disclose to the board of directors of the AIFM (the “**Board of the AIFM**”) such conflict of interest. The Board of the AIFM shall determine if the manager or officer can consider or vote on any such transaction, and such transaction, and such manager’s or officer’s interest therein, shall be reported by the AIFM to the Shareholders. In particular, such conflict of interest may arise from the fact that a member of the Board of the AIFM might be at the same time a day-to-day manager of the Depositary, in which case he/she will not be involved in decisions of the Board of the AIFM in relation to the services provided by the Depositary. The AIFM undertakes, in particular, for each identified conflict of interest:

- (i) to take any necessary steps to procure the relevant information;
- (ii) to set aside, to the extent it is not detrimental to the Fund’s best interest, member of the Board of the AIFM from the decision on the transaction;
- (iii) to supervise the member of the Board of the AIFM during the realization of the transaction if its participation proves necessary;
- (iv) to limit the influence of any member of the Board of the AIFM through adequate measures; and/or
- (v) to adequately inform Shareholders of the identified conflict of interest.

### **Affiliates**

Affiliates of the AIFM engage in financial advisory activities that are independent from, and may from time to time conflict with, those of the Fund or its Investments. In the future, there might arise instances where the interests of such Affiliates conflict with the interests of the Fund or its Investments. Affiliates of the AIFM may provide services to: (i) invest in, advise, sponsor and/or act as investment manager to investment vehicles and other persons or entities (including prospective Shareholders in the Investments) which may have structures, investment objectives and/or policies that are similar to (or different than) those of the Fund; (ii) which may compete with the Fund for investment opportunities; and (iii) which may co-invest with the Fund in certain transactions. In addition, Affiliates of the AIFM and its respective clients may themselves invest in securities that would be appropriate for the Fund’s Investments and may compete with the Investments for investment opportunities.

### **Investing in affiliated parties**

The Fund may invest in entities that are Affiliates of or are managed by the AIFM and/ or its Affiliates, including in respect of which it or its Affiliates may receive investment management, advisory or other fees, in addition to those payable by the Fund.

## **Re-underwriting Transaction**

The AIFM and its Affiliates provide investment management services to Partners Group Clients. The Fund may participate in transactions with Partners Group Clients that involve one or more Investments that, based on selection criteria such as industry dynamics, a long-term business plan, value creation potential and/or maturity estimates, is expected to be suited for longer-term holding periods and as a result requires new underwriting (in each case as determined in the sole discretion of the AIFM and/or any of its Affiliates), with the partial or complete acquisition or sale of such Investments by the Fund involving Partners Group Clients on both sides of the transaction. In such transactions, the AIFM and its Affiliates will prioritize extending Partners Group Clients' and/or the Fund's existing exposure to the relevant investment, as the case may be, the AIFM and its Affiliates have determined it is in the best interests of such investors to do so and that investment vehicles directly or indirectly controlled by the AIFM and/or its Affiliates possess significant governance rights in the relevant underlying asset before and after the Re-underwriting Transaction, before allocating to new investors or adding to such existing exposure(s). Conflicts may arise in determining the amount of an investment and/or divestment, if any, to be allocated among Partners Group Clients and the Fund in a Re-underwriting Transaction and the respective terms thereof, and there can be no assurance that any portion of such investment opportunity/divestment opportunity will be allocated to the Fund.

The AIFM and its Affiliates will only involve the Fund in a Re-underwriting Transaction where it aligns with the Fund's best interests. When determining the Fund's best interests within the context of a Re-underwriting Transaction, the AIFM and its Affiliates will consider the totality of circumstances of the transaction, including e.g. the Fund's investment objective and time horizon, offered terms from third-party purchasers/sellers of the investment, and any other transaction-specific factors (e.g. tax and legal considerations and the participation of Partners Group Clients) that influence the possible outcomes of the transaction vis-à-vis the Fund. There can be no assurance that the return of the Fund on a particular investment that is subject to a Re-underwriting Transaction will be equivalent to or better than the returns obtained by Partners Group Clients participating in the transaction or holding such investment. Furthermore, a conflict may arise in such Re-underwriting Transaction because Partners Group Clients may be acting on the other side of the Fund and the AIFM and its Affiliates may control the investment prior to and after the Re-underwriting Transaction. The AIFM and its Affiliates have established rule-based procedures designed to ensure all involved clients' interests are fairly and equitably addressed through their participation in a given Re-underwriting Transaction; for example, the AIFM and its Affiliates will for each Re-underwriting Transaction ensure arm's-length pricing in accordance with the requirements of applicable regulations. Investors in the Fund should note that there can be no assurance that the resolution of any conflict will result in circumstances that favor the Fund, and each Investor in the Fund acknowledges and agrees that in some instances, a decision by the AIFM and its Affiliates to take a particular action could have the effect of benefiting Partners Group Clients (and may also have the effect of benefiting the AIFM and its Affiliates).

## **Broadly syndicated loans**

Subject to the Fund's investment objective and strategy, guidelines and restrictions, the Fund may invest in broadly syndicated loans ("**BSL**"). Where permitted and in accordance with applicable law, the AIFM from time to time may cause the Fund to engage in BSL cross trades with one or more Partners Group Clients, provided that the AIFM and its affiliates have determined it is in the best interests of such clients to do so. Neither the AIFM nor any of its affiliates will receive any commission or any other similar fees in connection with such cross trades. The AIFM and its

affiliates have established rule-based procedures designed to ensure all involved clients' interests are fairly and equitably addressed through their participation in a given BSL cross trade. Partners Group mitigates the potential conflict of interests among clients in cross trades by ensuring such transactions are in the best interests of each involved client and priced based on independent market sources.

### **Additional services**

The AIFM or its Affiliates (including Related OpCos) may provide services to an investment, or investment entities or vehicles associated with an investment, for separate compensation; such compensation may be retained by the AIFM or its Affiliates, and not used as an offset against the management fee. For example, Related OpCo Fees shall not be offset against the management fee. A conflict will arise if a Partners Group representative is involved in, or responsible for, or influences the appointment of a Partners Group Affiliate, and the fees for such services are retained by the AIFM or its Affiliates, and not credited or used as an offset for the benefit of the Fund and the Shareholders.

The AIFM or its Affiliates may also provide services to the Fund for separate compensation that may be indirectly paid for by the Fund as an expense. For example, such services may include (i) financing costs associated with the consummation of Investments or (ii) financing costs associated with the payment of expenses stemming from the assessment and monitoring of Investments (whether or not consummated) or Temporary Investments. A conflict may arise in such circumstances where an Affiliate of the AIFM may set the costs of its services to the Fund (for example, by setting the interest rate charged for the financing services described above). Partners Group has established conflict resolution processes to ensure such costs are negotiated at arm's length, and are therefore, at or below market standard.

### ***Fees for services***

Partners Group and its affiliates make Investments in Related OpCos. One or more Related OpCos may be retained and remunerated by the Fund or its subsidiaries or Investments in connection with services provided by such Related OpCo to the Fund, its subsidiaries or Investments of the type typically provided by third parties (including, without limitation, acquisition, asset management, leasing, development management, development oversight and similar services); provided that the terms of any such contract or transaction are fair and reasonable to the Fund, its subsidiaries or Investments and are (a) not less favorable to the Fund or any investment than could be obtained in arm's-length negotiations with unrelated third parties, or (b) approved by the Board of Directors. In particular, the Fund or its subsidiaries or Investments may (i) borrow funds from the AIFM or any of its Affiliates on arm's-length terms and conditions, and (ii) retain one or more Related OpCos to perform acquisition, asset management, leasing, development management, development oversight and similar services, provided such terms are fully disclosed at the next meeting of the Board of Directors. Any fees paid to a Related OpCo in connection with such services, and any proceeds earned by the AIFM and its affiliates in connection with its investment in a Related OpCo, shall not be offset against the management fees paid by the Shareholders.

### ***Reliance on third-party operators***

From time to time, the Fund, its subsidiaries or its Investments may contract with third-party

property management firms and/or Related OpCos to manage, oversee and operate its properties on a day-to-day basis. It is the responsibility of the AIFM to provide leadership and oversight to the property managers. These property managers contribute both on-site staff and senior management oversight. Identifying and communicating with potential tenants, leasing, development and marketing are all vital responsibilities of the property management staff. The property management team also plays an important role in controlling many expenses, such as payroll, maintenance, contract services, marketing, administrative costs and management fees. The property manager is responsible for operating the property at the direction of the AIFM. While the AIFM seeks to hire the best management teams, provide leasing and marketing tools, guidance and benchmarks, and will endeavour to carefully monitor the property manager's performance and control of expenses, there can be no assurance that either the property manager or the AIFM will achieve desired rental rates, occupancy levels, budgeted income or expense goals. Poor performance by the property manager or the AIFM will negatively impact the value of any given property or portfolio of properties and adversely affect the performance of the Fund. Further, the AIFM is incentivized to favour Related OpCos over third-party property managers as it or its affiliates may earn proceeds from its investment in such Related OpCos. If such Related OpCo does not perform in accordance with the AIFM's expectations, the Investments serviced by such Related OpCo, and consequently your investment in the Fund, may be adversely affected.

### ***Concentration risk***

Concentration of positions of underlying investments may occur for a certain time.

### ***Redemptions and disposal of assets***

Substantial redemptions may force the AIFM to liquidate positions more rapidly than otherwise desirable, potentially causing a decrease in Net Asset Value and/or adversely affecting the value for remaining Shareholders.

In extraordinary circumstances, redemption proceeds may not be paid on the basis of the NAV per Share but based on the Secondary Value Dealing Price which may be lower than the Net Asset Value per Unit.

### ***Corrective actions***

The Commodity Futures Trading Commission of the United States and certain other exchanges have established position limits on the maximum net long and/or short position of certain options and futures contracts. Corrective actions may adversely affect the NAV of the Fund.

### ***Diversification costs***

In order to achieve its primary investment objective, the Fund must diversify to reduce certain risks. This may result in the Fund being over-diversified thereby incurring additional fees and expenses. Trading activities may also require the Fund to pay substantial brokerage commissions or other transactional fees and/or expenses.

### ***Illiquid assets***

Private market investments are generally illiquid long-term investments that do not display the liquidity or transparency characteristics often found in other investments (e.g., listed securities). In addition, such investments may have a limited operating history, lack an established market,

or be subject to restructuring. Due to these uncertainties and other characteristics of private market investments, the value of such investments may fall and/or not be readily realisable.

The Fund may receive in kind distributions of securities from private market investments from time to time. Such securities may not be readily realisable, which could expose the Fund to market risk until such securities can be sold. Even if such securities are readily realisable, the AIFM may, in its sole discretion, elect to hold such securities in its portfolio, which could expose the Fund to market risk during such holding periods.

### ***Risks of commodity investments***

The value of investments in physical commodities are affected by a broad range of factors, including changing supply and demand relationships and international political and economic events, which can make the value of such investments volatile. Investments in physical commodities may generate higher transaction and custody costs, which may impact the performance of the Fund. Investments in physical assets are also subject to risks not associated with investments in intangible assets such as registered securities, including but not limited to theft, loss, damage and/or destruction.

There may be currency risks. The Net Asset Value of the Fund is calculated and expressed in EUR. Investors subscribing for shares denominated in other currencies will be exposed to fluctuations in the exchange rates between the currency in which they subscribed and EUR.

### ***Lack of liquidity reserves***

Whilst the Fund is fully invested, it shall only have small liquidity reserves, and any redemption of Shares or payment of distributions could negatively affect such reserves. The Fund may seek a credit facility of up to 25% of the Fund's Asset Value. Nevertheless, under unfavourable conditions the credit facility may be insufficient to cover liquidity shortfalls; in addition, borrowings under the credit facility could cause the Fund to become illiquid and possibly insolvent, causing Shareholders to lose their capital.

### ***Risks Relating to Accounting, Auditing and Financial Reporting, etc.***

Standards regarding publicity, accounting, auditing, reporting and legal conditions may be less stringent in countries where certain investments are acquired. This means that the reported value of such investments may deviate from that which would be reported in countries with more stringent standards.

### ***Settlement risks***

Settlement risks may arise regarding investments which are settled outside of established clearing systems, including but not limited to (a) investments made in non-listed companies which have their headquarters abroad, (b) unsecured investments, or (c) investments where the delivery of securities does not occur at the same time as payment of the purchase price. Moreover the settlement of investments, dividends and/or realisations may be more difficult or become impossible because of circumstances beyond the control of the AIFM or the Fund (e.g., technical problems, sovereign restrictions, etc.).

### ***Control of target companies***

Certain of the Fund's investments could represent controlling positions in underlying companies. The exercise of control over a company may impose additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability in which the limited liability characteristic of a corporation may be ignored. If these liabilities were to occur, the Fund could be more likely to suffer losses from its investment.

### ***Distributions***

In connection with any distributing Classes, there is no guarantee that a distribution will be made in any given period. The Fund may not generate sufficient cash flow from operations to fully fund distributions to Shareholders. Consequently, the Fund may fund distributions to Shareholders from sources other than cash flow from operations (as set out in Section 13 of this Prospectus), including, out of capital. Shareholders should note that, where distributions are made out of capital, the capital of such Shares will be eroded and such distributions may be achieved by forgoing the potential for future capital growth. Additionally, distributions out of capital may have different tax consequences compared to distributions out of income and it is recommended that Shareholders seek appropriate tax advice in this regard. Distributions paid out of capital amount to a return or withdrawal of part of a Shareholder's original investment and may result in a decrease of the Net Asset Value per Share.

### ***Seeding of New Products***

The AIFM may at times allocate firm capital to build an investment portfolio for new products in order to establish a track record before bringing such products to market. This creates a conflict of interest in that the AIFM will, until outside investors purchase interests in such products, allocate investments to its clients, including the Fund, as well as these new products that initially only have firm capital invested. To mitigate this conflict the AIFM treats such new products in the same manner as any other client, subject to the same investment allocation process, where all clients of the AIFM receive equitable consideration for investment opportunities that fall within their respective investment objectives.

***Expense Allocation and Co-Investors*** Expenses incurred with respect to consummated investments are generally allocated among the investors participating in such investments. With respect to each investment in which any Co-investor invests with one or more Partners Group managed funds or separate accounts, any investment expenses or indemnification obligations related to such investments are typically borne by such funds or separate accounts and such co-investor(s) in proportion to the capital committed by each to such investment.

Broken deal expenses are generally allocated entirely to funds or separate accounts discretionarily managed by Partners Group that would be allocated the relevant potential, but ultimately unconsummated, investment and not to any co-investor allocated to such proposed investment. Discretionarily managed Partners Group funds or separate accounts typically have priority allocation rights to investments whilst co-investors have no such rights but typically participate to enable a transaction considered beneficial for the discretionarily managed Partners Group funds or separate accounts participating therein as such funds' and separate accounts' collective appetite alone is typically insufficient to consummate such transactions. Accordingly,

amongst such discretionarily managed Partners Group funds or separate accounts each shall bear the entire amount of broken deal expenses incurred, in proportion to the capital they would have committed to the contemplated unconsummated investment.

Notwithstanding the above, Partners Group may enter into separate arrangements with clients and co-investors in connection with the payment of investment related expenses (including broken deal expenses); such arrangements shall not disadvantage any discretionarily managed Partners Group funds or separate accounts.

***No guarantee of dividends***

No guarantee is given that any dividend on the Shares will be paid by the Fund. All dividends will depend on the Fund's earnings, financial condition and such other factors as the Directors may deem relevant from time to time, including limitations under Luxembourg law and any restrictions imposed under the terms of any credit facility. There can be no assurances that the Fund will be able to pay dividends in any period or at the intended level.

***Holding and disposal of investments***

Investments owned by the Fund may also be allocated by the AIFM or its Affiliates to other Partners Group Clients and such investments would therefore be owned by other Partners Group Clients. Such other Partners Group Clients may have different investment objectives and strategies e.g., in relation to the expected time frame for the ownership, holding and eventual disposal of such investments. It is likely that the AIFM and/or their Affiliates may decide to dispose some of the investments owned by the Fund and other Partners Group Clients at the same time and on the same terms and conditions. However, in certain circumstances (for example, but not limited to, the potential listing of an investment on a stock market) it is possible that the Fund may seek to dispose of an investment at a different time (either earlier or later) than other Partners Group Clients. To the extent such a decision gives rise to a material conflict of interest, the AIFM would refer such matter to the Board of Directors. In certain circumstances the AIFM may however determine that such a situation may not necessarily give rise to a conflict of interest in view of the different investment strategies of the Fund and Partners Group Clients.

## **Risks related to Warehoused Investments**

Partners Group, Partners Group Clients or any Affiliates thereof, at Partners Group's discretion, may acquire, and or make facilities available to support the acquisition of, one or more Warehoused Investments for the Fund and subsequently syndicate, or sell some or all of it, to the Fund, co-investors, or affiliates or related parties of the foregoing or other third parties, notwithstanding the availability of capital from the Shareholders and other investors thereof or applicable credit facilities. The transfer of any such Warehoused Investments (or a holding entity which owns any such Warehoused Investments) may be made at cost plus such other fees, costs and expenses agreed from the time, calculated from the date of the preliminary investment recommendation (or such later date as may be decided by the Fund and Partners Group, any Partners Group Client of any applicable Affiliate thereof) to the time of transfer, notwithstanding that the fair market value of any such Warehoused Investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. Partners Group may also determine another methodology for pricing these transfers, including fair market value at the time of transfer, or to the payment of certain fees, costs and expenses in connection with the provision of a facility to support the actual or potential acquisition of Warehoused Investment. It may be possible that Partners Group, Partners Group Clients or any Affiliates thereof acquire assets to be transferred at above fair market value, and/or separately sell assets at below fair market value.

Partners Group, Partners Group Clients or any Affiliates thereof may acquire, prior to the Fund's set-up and during its operations, one or more participations in each of the Warehoused Investments and may continue to add-on such participation with respect to some or all of the Warehoused Investments over a period of time deemed necessary to finalize the asset and/or the portfolio construction. Any such Warehoused Investments (or a holding entity which owns any such Warehoused Investments) may, as a result, be transferred to the Fund over and after such period of time at a price determined pursuant to the preceding paragraph.

All decisions in respect of the acquisition of any Warehoused Investments acquired for and/or on behalf of the Fund (including the manner in which any such acquisition is financed) will be in the discretion of the Portfolio Manager, and Shareholders will not have an opportunity to evaluate such Investments or their terms.

In addition, the Portfolio Manager will determine, in its discretion, when to transfer such Warehoused Investments to the Fund, which will affect the amount that will be paid to Partners Group, a Partners Group Client and/ or any Affiliate thereof upon such transfer.

Because the value of Warehoused Investments may decline prior to their transfer to the Fund, there can be no assurance that their value at the time of the transfer will not be less than their cost to the Fund.

Although the value of any Warehoused Investments may decline prior to the transfer to the Fund of the Warehoused Investments (or a holding entity which owns any such Warehoused Investments), the Fund will be required to repay the counterparty the amount of any capital invested, plus any fees, costs and interest as agreed with the counterparty (being Partners Group, any Partners Group Client or any applicable Affiliate thereof). By executing the subscription form, each Shareholder consents (i) to Partners Group transferring, or procuring the transfer of any Warehoused Investments (or a holding entity which owns any such Warehoused Investments) to



the Fund and (ii) to Fund using the capital contributed by the Shareholders to redeem any seed investment, in each case, on the terms disclosed herein.

### **Proprietary (seed) Investments**

The AIFM or one of its Affiliates may use their balance sheet (the “**Balance Sheet**”) as a significant source of capital to further grow and expand its business, increase its participation in existing businesses and improve the liquidity profile of Partners Group. The Balance Sheet includes equity interests in, general partner interests in, and limited partner interests in, certain Partners Group Clients. The Balance Sheet holds other assets used in the development of Partners Group’s business, including seed capital for the purpose of developing, evaluating and testing potential investment strategies or products.

### **11. Fees and Expenses of the Fund**

The following fees will be paid out of the assets of the Fund and shall be included in the annual report of the Fund.

#### ***Management Fee***

The AIFM will be paid by the Fund a fee (the “**Management Fee**”) calculated net of any Luxembourg withholding or other taxes and paid quarterly in arrears based on the respective rate for the given Class multiplied by the Fund's Net Asset Value plus the total of all commitments made by the Fund, directly or indirectly, but not yet drawn for investment, attributable to such Class. The level of the above-mentioned fee will be disclosed in the annual and half-yearly reports of the Fund.

The respective rates for the Classes are as follows:

<i>Type of Class</i>	<i>Rate (per annum)</i>
Class I	1.50%
Class I-N	1.50%
Class Inst-N	1.50%
Class R	1.75%
Class R-N	1.75%
Class R-NZ	1.85%
Class M	Nil
Class T	0.75%
Class T-N	0.75%
Class T-NE	0.75%*

\*The AIFM intends to waive all of its Management Fee in respect of the Class T-NE Shares from the date on which the Class T-NE Shares are open for subscriptions up to and including 31 December 2026 (or such later date as determined by the AIFM).

In connection with the Annual Dealing, the Disposal Portfolio (including relevant undrawn commitments) will be excluded for the purpose of calculating the Management Fee with effect from the first Business Day following the Annual Redemption Day for non-redeeming

Shareholders. Management Fee relating to the Disposal Portfolio shall be borne by the redeeming Shareholders, with effect from the first Business Day following the Annual Redemption Day.

The AIFM and/or its Affiliates may be entitled to receive Equalization Rebate from Investments. Save as otherwise provided for in the following sentence, any Equalization Rebate may be retained by the AIFM or any Affiliate thereof and will not be offset against the applicable Management Fee. Any Equalization Rebate in respect of a Class which does **not** have a "Z" in its name (as set out in Section 4 (Share Class Information)) will be offset against the applicable Management Fee (if any) on a pro rated basis as calculated by the AIFM, taking into account the Fund's participation in any such Investment and each Share Class's entitlement to receive any such Equalization Rebate. For the avoidance of doubt, Equalization Rebate will not accrue and redeeming Shareholders will lose all entitlement with respect to the Equalization Rebate.

### ***Fees of Underlying Investments***

The Fund is subject to all fees and expenses of its underlying investments, including but not limited to any management and performance fees.

To the extent the Fund invests in collective investment schemes, closed-ended funds, investment companies and/or similar structures managed by the AIFM or any of its affiliates, such companies shall receive and be entitled to retain fees in consideration of their specific roles as administrators and service providers (including related transaction fees or income) except for management fees and performance-linked fees incurred in connection with the Fund's investments, which shall generally be refunded to the Fund.

### ***Performance Fee***

The Fund shall pay the AIFM a performance fee (the "**Performance Fee**") equal to:

- (i) 15% in the case of Class R Shares and Class R-N Shares;
- (ii) 12.5% in the case of Class I Shares, Class I-N Shares and Class Inst-N Shares; and
- (iii) 6.25% in the case of Class T Shares, Class T-N Shares and Class T-NE Shares,

of the net-positive difference between the Net Asset Value per Share (including any paid-out distributions) and the High Water Mark (as specified below). The Performance Fee will be calculated and paid monthly in arrears.

In relation to each Class the Performance Fee is calculated on the basis of the Net Asset Value per Share of that Class and multiplied by the number of Shares in issue in that Class during the respective month.

In relation to each Class, the "**High Water Mark**" equals the higher of (i) Net Asset Value per Share (including any paid-out distributions and before deduction of the Performance Fee) at the

end of such period when the Performance Fee was paid the last time, and (ii) the Initial Issue Price.

The AIFM intends to waive all of its Performance Fee in respect of the Class T-NE Shares from the date on which the Class T-NE Shares are open for subscriptions up to and including 31 December 2026 (or such later date as determined by the AIFM).

### ***Service Fees***

Service Fees (per annum) are payable out of the assets of the Fund shall not exceed 10 bps per annum of the NAV of the Fund. The maximum Service Fees disclosed represents an estimate of the maximum costs as at July 2024. The Service Fees may be subject to review by the relevant Fund's service provider and the Fund (in close cooperation with the AIFM) from time to time.

### ***Administration Fee***

In remuneration for its services to the Fund, the Administrator is entitled to Administrator Fee payable out of the assets of the Fund. The Administrator Fee is included as part of the Service Fees of the Fund, with an estimated maximum Service Fees set out in the Prospectus and may be subject to review by the Administrator and by the Fund (in close cooperation with the AIFM) from time to time. The Administrator may be entitled under the administration agreement to obtain reimbursement from the Fund of certain reasonable and duly documented expenses. The amounts paid to the Administrator will be shown in the Fund's financial statements.

### ***Registrar and Transfer Agent Fee***

In remuneration for its services to the Fund, the Registrar and Transfer Agent is entitled to a Registrar and Transfer Agent Fee payable out of the assets of the Fund. The Registrar and Transfer Agent Fee is included as part of the Service Fees of the Fund, with the estimated maximum Service Fees set out in the Prospectus and may be subject to review by the Registrar and Transfer Agent and by the Fund (in close cooperation with the AIFM) from time to time. The Registrar and Transfer Agent may be entitled under the administration agreement to obtain reimbursement from the Fund of certain reasonable and duly documented expenses. The amounts paid to the Registrar and Transfer Agent will be shown in the Fund's financial statements.

### ***Depositary Fee***

In remuneration for its services to the Fund, the Depositary is entitled to a Depositary Fee payable out of the assets of the Fund. The Depositary Fee is included as part of the Service Fees of the Fund, with the estimated maximum Service Fees set out in the Prospectus and may be subject to review by the Depositary and by the Fund (in close cooperation with the AIFM) from time to time. The Depositary may be entitled under the Depositary agreement to obtain reimbursement from the Fund of certain reasonable and duly documented expenses. The amounts paid to the Depositary will be shown in the Fund's financial statements.

## **12. Other Expenses**

The AIFM and other appointees of the Fund are entitled to recover out of the assets of the Fund reasonable costs and expenses which, in the good faith judgment of the AIFM, are incurred in the operation of the Fund, including, but not limited to those set out in this section.

## I. Operating and Administrative Expenses

The Fund bears all costs and expenses incurred in the operation and administration of the Fund or a Share Class (the “**Operating and Administrative Expenses**”) including but not limited to costs and expenses incurred in connection with:

- a) preparing, producing, printing, depositing, publishing, translating and/or distributing any documents relating to the Fund or Class that are required by applicable laws and regulations (such as the Articles, this Prospectus, financial reports and notices to Shareholders) or any other documents and materials made available to Shareholders or prospective Shareholders (such as explanatory memoranda, statements, reports, factsheets and similar documents);
- b) corporate secretarial services in connection with the Fund or Investment Holding Vehicle, including, but not limited to, organising and holding general meetings of Shareholders and preparing, printing, publishing and/or distributing notices and other communications to Shareholders;
- c) professional advisory services (such legal, tax, accounting, compliance, auditing, marketing and other advisory services) taken by the Fund or the AIFM on behalf of the Fund or in connection with the Fund, any Investment, Temporary Investment or Investment Holding Vehicle;
- d) investment services taken and/or data obtained by the Fund or the AIFM on behalf of the Fund (including fees and expenses incurred in obtaining investment research, systems and other services or data utilised for portfolio and risk management purposes);
- e) the authorisation of the Fund and Classes, regulatory compliance obligations and reporting requirements of the Fund (such as administrative fees, filing fees, fees and expenses in connection with the oversight of service providers, "customer due diligence", insurance costs and other types of fees and expenses incurred in the course of regulatory compliance), and all types of insurance obtained on behalf of the Fund and/or the members of the Board of Directors;
- f) initial and ongoing obligations relating to the registration and/or listing of the Fund or Class and the distribution of Shares in Luxembourg and abroad (such as fees charged by and expenses payable to financial regulators, distributors/sub-distributors, correspondent banks, representatives, listing agents, paying agents, fund platforms, and other agents and/or service providers appointed in this context, as well as advisory, legal, and translation costs);
- g) the use of specific technology and services facilitating the subscriptions in the Fund or a Class (including fees and expenses of any distribution platform or network), expenses relating to investor reporting, online subscriptions and licenses (e.g., relating to administration, reporting and valuation requirements); the preparation of sales materials; the preparation and creation of online content including webinars, videos and other promotional content and website design and maintenance;
- h) the determination and publication of tax factors for the EU or European Economic Area member states and/or any other countries where distribution licences and/or private placements exist, according to the actual expenditure incurred at market rates;

- i) insurances taken out for the protection or benefit of the Fund, the AIFM, the Portfolio Manager and their Affiliates, any officers, directors, managers, employees, agents or representatives of the Fund, the AIFM, the Portfolio Manager and their Affiliates;
- j) memberships or services provided by international organisations or industry bodies such as the Association of the Luxembourg Fund Industry;
- k) taxes, charges and duties payable to governments and local authorities (including the Luxembourg annual subscription tax (*taxe d'abonnement*) and any other taxes payable on assets, income or expenses) and any value added tax (VAT) or similar tax associated with any fees and expenses paid by the Fund;
- l) any interest on and fees and expenses related to or arising from any borrowing, guarantee or hedging activities in connection with the Fund, any Investment, Temporary Investment or Investment Holding Vehicle;
- m) the reorganisation or liquidation of the Fund or Class;
- n) carrying out marketing and public relations activities which promote or otherwise benefit the Fund, including but not limited to organizing, sponsoring, attending or otherwise participating in marketing events, seminars, webinars and/ or industry events, including any travel, lodgings, entertainment and other costs and expenses of the Portfolio Manager (or any Affiliate thereof) personnel in connection with such activities; and
- o) any fees, costs and expenses that the Board of Directors reasonably determines in good faith not to be an undue fee, cost and expense to be borne by the Fund.

Additional Operating and Administrative Expenses may be borne by a specific Class. Charges that are not specifically attributable to particular Classes may be allocated among the relevant Classes based on their respective net assets or any other reasonable basis given the nature of the charges as determined by the Administrator in accordance with instructions or guidelines from the Fund.

The AIFM may agree with the Fund to bear and/or advance certain Operating and Administrative Expenses in respect of the Fund for a specific period of time in its sole discretion and may decide to fully or partially recharge these Operating and Administrative Expenses to the Fund rateably over a specific period or at once.

## **II. Transaction and investment related costs and expenses**

The Fund bears all costs and expenses arising in connection with the sourcing, assessing, acquiring, holding, managing, administering, processing, monitoring and/ or selling of portfolio assets (including any actual or potential Investments), whether or not consummated, and entering into other transactions in securities or other financial instruments, including, but not limited to:

- (a) all costs and expenses associated with the sourcing/introduction, assessment, negotiation, execution, evaluation, acquisition, structuring, financing, refinancing, hedging, holding, management, disposition, realization, valuation and monitoring of Investments and prospective investments, whether or not consummated, including, but not limited to, travel and lodgings (in accordance with the AIFM or

its Affiliates' travel policy, as updated from time to time), hosting or attending industry conferences or events, lodging and meals relating thereto, and third party service provider and other consultant or advisory services relating to economic research, market segment research, compliance with AML/ KYC Regulations or best practices, commercial, legal and tax due diligence);

- (b) brokerage fees and commissions and all other fees, expenses, commissions, charges, premiums and interest paid to banks, brokers, execution agents or, securities lending agents and/or incurred in participating in any securities lending, repurchase and buy-sell back programs, collateral management fees and associated costs and charges, data tracking, exchange fees, taxes, levies and stamp duties chargeable in connection with transactions in securities or other financial instruments;
- (c) all costs and expenses arising from establishing, acquiring, holding, monitoring, administering and divesting, directly or indirectly, any Investment Holding Vehicle or Investments;
- (d) the cost of insuring any Investments, Investment Holding Vehicle or the board of directors of any Investment Holding Vehicle;
- (e) any Downstream Internal Service Costs; and
- (f) any other transaction-related costs and expenses, including costs and expenses relating to prospective investments (whether or not consummated) and "broken deal expenses,

to the extent that such costs and expenses are not directly borne from such Investment Holding Vehicle, Investment or potential investments own operating revenue.

### **III. Extraordinary costs and expenses**

In order to safeguard the interests of the Fund and its Shareholders, the Fund may bear any extraordinary costs and expenses including, without limitation, costs and expenses related to litigation and regulatory investigations (including penalties, fines, damages and indemnifications) and the full amount of any tax, levy, duty or similar charge imposed on the Fund that would not be considered as ordinary Operating and Administrative Expenses.

### **IV. Multiple layers of expenses**

In addition to the considerations set out above, it should be noted that the Fund, any Investment Holding Vehicle or any Investment may impose or incur certain costs, fees, expenses and other charges (including, but not limited to, management and/or administrative costs, expenses and performance fees or allocations). This will result in greater expense than if such fees were not charged.

All rebates and benefits the Fund will be able to negotiate in connection with Investments concerning fees will directly accrue within the Fund and therefore benefit the Shareholders of the Fund.

In connection with Investments in Investment Holding Vehicles or the Fund may obtain a waiver of the management charges, performance fees and any other charges (if applicable) otherwise applicable by such Investment Holding Vehicles. The Shareholders acknowledge and agree that the AIFM or its Affiliates may enter into separate arrangements with Shareholders and in connection with the payment of expenses.

### **13. Distribution Policy**

For accumulating Share Classes, it is policy of the Directors to typically reinvest proceeds, dividends, and interest received from its assets or Investments. However, the Directors may resolve the payment of a dividend from time to time instead.

For distributing Share Classes (those with "D" in their name as set out in Section 4 (Share Class Information)), the payment of distributions for a certain Share Class ("**Distributions**"), as well as the amount of any such Distributions, is generally decided by the Directors (or AIFM or Portfolio Manager where appropriately delegated) pursuant to the provisions of the Law of 2010 and the provisions of the law of 10 August 1915 on commercial companies, as amended from time to time. Distributions may be composed of income (e.g. dividend income and interest income) or capital and they may include or exclude fees and expenses.

The Directors (or its delegate) is entitled to determine whether interim dividends are paid and whether distribution payments are suspended.

The Directors may in their sole discretion resolve to make distributions to Shareholders either as distributions of profit or by way of partial or full compulsory redemption of Shares.

Distributions to the holders of distributing Shares are expected on a quarterly basis after the end of the first full calendar quarter following the Dealing Day on which the distributing Share Classes were issued to the relevant Shareholder. Distributions shall typically be paid within five (5) Business Days of the Net Asset Value Calculation Day.

The Fund cannot guarantee that it will make Distributions, and any Distributions will be made at the discretion of the Directors or its delegate.

Shareholders holding Shares in a Share Class with a reference currency other than the reference currency of the Fund are exposed to fluctuations of the foreign exchange rate of the reference currency of the Fund and/or hedging costs (if any), which may lead to variations on the amount to be distributed.

### **14. Taxation in Luxembourg**

**The following information is based on the laws, regulations, decisions and practice currently in force and is subject to changes therein, possibly with retrospective effect. This summary does not purport to be a comprehensive description of all Luxembourg tax laws and Luxembourg tax considerations that may be relevant to a decision to invest in, own, hold, or dispose of shares and is not intended as tax advice to any particular Shareholder or potential Shareholder. Prospective investors should consult their own professional advisers as to the implications of buying, holding or disposing of Shares and to the**

**provisions of the laws of the jurisdiction in which they are subject to tax.**

This summary does not describe any tax consequences arising under the laws of any state, locality or other taxing jurisdiction other than Luxembourg.

***The Fund***

*Luxembourg*

Investors should consult their professional advisors on the possible tax or other consequences of buying, holding, redeeming, converting, transferring or selling any Shares under the laws of their countries of citizenship, residence or domicile.

The Fund is neither subject to corporate income tax (*impôt sur le revenu des collectivités*), nor municipal business tax (*impôt commercial communal*), nor wealth tax (*impôt sur la fortune*) in Luxembourg.

However, the Fund is subject to an annual subscription tax (*taxe d'abonnement*) in Luxembourg. The annual subscription tax, payable quarterly, is computed on the Fund's net assets as calculated on the last day of each quarter. The standard applicable rate of the annual subscription tax is zero point zero five percent (0.05%) p.a. However, share classes reserved to institutional investors are subject to annual subscription tax at a rate of zero point zero one percent (0.01%) p.a. Furthermore, depending on the Fund's Investments, exemptions from the annual subscription tax may be available. For instance, exemptions are available in the case where some sub-funds are invested in other Luxembourg funds which are subject to the subscription tax provided for by the Law of 2010, the law of 13 February 2007 on specialised investment funds, as amended, or the law of 23 July 2016 on reserved alternative investment funds, as amended, or no subscription tax is due from the Fund on the portion of assets invested therein.

Profit distributions made by the Fund are not subject to Luxembourg withholding taxes.

Under current legislation, Shareholders are not subject to any capital gains or income taxes in Luxembourg, except for those Shareholders domiciled, resident or having a permanent establishment or representative in Luxembourg.

*Other Jurisdictions*

Interest, dividend and other income realised by the Fund on the sale of securities of non-Luxembourg issuers, may be subject to withholding and other taxes levied by the jurisdictions in which the income is sourced. It is impossible to predict the rate of foreign tax the Fund will pay since the amount of the assets to be invested in various countries and the ability of the Fund to reduce such taxes is not known.

The information set out above is a summary of those tax issues which could arise in Luxembourg and does not purport to be a comprehensive analysis of the tax issues which could affect a prospective Shareholders. It is expected that Investors may be resident for tax purposes in many different countries. Consequently, no attempt is made in this Prospectus to summarise the tax consequences for each prospective Shareholder of subscribing, converting, holding, redeeming or otherwise acquiring or disposing of Shares in the Fund. These consequences will vary in



accordance with the law and practice currently in force in an Shareholder's country of citizenship, residence, domicile or incorporation and with his or her personal circumstances.

#### *Future changes in applicable law*

The foregoing description of Luxembourg tax consequences of an investment in, and the operations of, the Fund is based on laws and regulations which are subject to change through legislative, judicial or administrative action. Other legislation could be enacted that would subject the Fund to income taxes or subject Shareholders to increased income taxes.

#### **EU Tax Considerations – Common Reporting Standard Requirements**

The OECD has developed the Common Reporting Standard ("**CRS**") which aims at implementing automatic exchange of financial account information among participating countries.

On 9 December 2014, Council Directive 2014/107/EU ("**DAC 2**") amending Directive 2011/16/EU was adopted in order to implement the CRS among the EU Member States. The DAC 2 was implemented into Luxembourg law by the law of 18 December 2015 (the "**CRS Law**"). The CRS Law requires Luxembourg financial institutions to identify financial account holders and to determine whether they are tax resident in a CRS participating jurisdiction. Luxembourg financial institutions will need to report financial account information of such account holders to the Luxembourg tax authorities which will remit such information to the competent foreign tax authorities of the other country.

It is the intention of the Fund to procure that it is treated as complying with the requirements that the CRS Law places upon it. However, no assurance can be provided that the Fund will be able to comply with the CRS Law and, in the event that it is not able to do so, it could be exposed to fines which may reduce the amounts available to it to make payments to investors. Investors will be required to provide certain information to the Fund to comply with the due diligence and the reporting obligations under the CRS Law. To ensure compliance with the CRS Law in accordance with the foregoing, it may:

- (i) request information or documentation, including self-certification forms, a tax identification number (if applicable), or any other relevant information in order to ascertain such investor's status; and
- (ii) report information concerning a Shareholder and its account holding in the Fund to the Luxembourg tax authorities if such Shareholder is a reportable accountholder under the CRS Law.

Shareholders should contact their own tax advisers regarding the application of the CRS Law to their particular circumstances and their investment in the Fund.

#### **Shareholders (non-resident)**

Shareholders who are not domiciled, resident or who do not have a permanent establishment in Luxembourg for taxation purposes are not liable to any income, transfer, capital gains, estate, inheritance or other taxes on holding, transferring, purchasing or repurchasing of Shares in the Fund or on any dividends, distributions or other payments made to such Shareholders.

#### **US Laws relating to Certain Foreign Accounts**

The Foreign Account Tax Compliance Act ("**FATCA**"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions

outside the United States ("**foreign financial institutions**" or "**FFIs**") to pass information about "**Financial Accounts**" held by "**Specified US Persons**", directly or indirectly, to the United States tax authorities, the Internal Revenue Service ("**IRS**") on an annual basis. A 30% withholding tax is imposed on certain United States source income of any FFI that fails to comply with this requirement. On 28 March 2014, the Grand Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("**IGA**") with the United States and a memorandum of understanding in respect thereof. The Fund would hence have to comply with such Luxembourg IGA, once the IGA has been implemented into Luxembourg law in order to comply with the provisions of FATCA rather than directly complying with the United States Treasury Regulations implementing FATCA. Under the IGA, the Fund may be required to collect information aiming to identify its direct and indirect shareholders that are Specified US Persons for FATCA purposes ("**reportable accounts**"). Any such information on reportable accounts provided to the Fund will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States pursuant to Article 28 of the convention between the Government of the United States and the Government of the Grand Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996. The Fund intends to comply with the provisions of the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed United States investments of the Fund. The Fund will continually assess the extent of the requirements that FATCA and notably the Luxembourg IGA places upon it. As from the date of signature of the Luxembourg IGA and until the Grand Duchy of Luxembourg has implemented the national procedure necessary for the entry into force of the IGA, the United States Department of Treasury will treat the Fund as complying with and not subject to the FATCA Withholding.

To ensure the Fund's compliance with FATCA and the Luxembourg IGA in accordance with the foregoing, the Fund, may:

- a) request information or documentation, including W-8 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of a shareholder's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such shareholder's FATCA status;
- b) report information concerning a shareholder and his account holding in the Fund to the Luxembourg tax authorities if such account is deemed a United States reportable account under the Luxembourg IGA;
- c) deduct applicable United States withholding taxes from certain payments made to a shareholder by or on behalf of the Fund in accordance with FATCA and the Luxembourg IGA; and
- d) divulge any such personal information to any immediate payor of certain United States source income as may be required for withholding and reporting to occur with respect to the payment of such income.

## 15. Management and Administration of the Fund

The Directors are responsible for the overall management and administration of the Fund and for its overall investment policy. They have appointed the AIFM to perform the day-to-day portfolio and risk management of the Fund in accordance with the Articles, this Prospectus and the Master Alternative Investment Fund Management Agreement.

## 16. The AIFM

Partners Group (Luxembourg) S.A. has been appointed as the alternative investment fund manager of the Fund within the meaning of the 2013 Law and the AIFMD. The AIFM is authorised and regulated by the *Commission du Surveillance du Secteur Financier* (the "**CSSF**") in Luxembourg and is responsible for the portfolio and risk management of the Fund.

The AIFM will ensure the fair treatment of the Fund's Shareholders principally by ensuring adherence to Partners Group's relevant group-wide policies. For instance, by ensuring that the Fund obtains access to a fair share of the investments sourced by Partners Group's network, that conflicts of interest are identified and appropriately managed, and that risks are properly identified, monitored and managed. In addition, the AIFM will ensure that the investment strategy, risk profile and activities of the Fund are consistent with its objectives and this Prospectus.

The AIFM has delegated the performance of certain tasks in accordance with applicable laws and regulations and as per the requirements of Article 18 (1) a) of the 2013 Law, to other Partners Group entities. Specifically, legal and tax services, accounting services, regulatory compliance monitoring, record keeping, investor and regulatory reporting and activities related to the assets of the AIFs, will be provided by Partners Group AG, a Swiss Fund authorised by FINMA as an asset AIFM of collective investment schemes.

The AIFM has further delegated the portfolio management function of the Fund to the Portfolio Manager in accordance with the applicable requirements under the 2013 Law. The Portfolio Manager is notably responsible for taking investment decisions in relation to the acquisition, management, realization and re-investment of the assets of the Fund, as the Portfolio Manager deems appropriate, always in accordance with the investment strategy and restrictions set forth in this Prospectus.

The AIFM is in charge of the risk management function of the Fund in accordance with the applicable requirements under the 2013 Law.

The AIFM's delegates are members of the same corporate group as the AIFM, which means that certain conflicts of interest may arise. Partners Group seeks to manage actual or potential conflicts of interest appropriately and fairly. Primarily, Partners Group mitigates conflicts arising from such arrangements by separating the management and reporting lines of the staff and entities involved. For instance, the directors of the AIFM and the delegate are different, and those directors are aware of the fiduciary duties owed to their individual companies and of their regulatory obligations. This ensures that each entity is managed separately, in accordance with its obligation and in the interests of investors. Further, where applicable, the AIFM's delegates have an obligation to perform their roles in accordance with local law. This ensures that,

regardless of their relationship with the AIFM, those delegates must meet certain standards in the performance of their roles. Partners Group believes this mitigates the potential conflicts of interest.

The AIFM covers its professional liability risks arising from professional negligence by holding sufficient professional indemnity insurance and maintaining an appropriate amount of own funds.

The AIFM employs a risk management system consisting of mainly two elements: (i) an organisational element in which the permanent risk management function plays a central role, and (ii) a procedural element documented in the applicable risk management policy, which sets out measures and procedures employed to measure and manage risks, the safeguards for independent performance of the risk management function, the techniques used to manage risks and the details of the allocation of responsibilities within the AIFM for risk management and operating procedures.

The central task of the risk management function of the AIFM is the implementation of effective risk management procedures in order to identify, measure, manage, and monitor on an ongoing basis all risks to which the Fund is or may be exposed.

In addition, the risk management function of the AIFM shall ensure that the risk profile of the Fund as disclosed in this Prospectus is consistent with the risk limits as defined by the AIFM in compliance with the risk profile as approved by the Board.

The risk management function conducts on a regular basis (i) stress tests and scenario analyses to address risks arising from potential changes in market conditions that might adversely impact the Fund, and (ii) back-tests in order to review the validity of risk measurement arrangements.

The business unit of the AIFM responsible for the risk management function is functionally and hierarchically separated from the business units performing operating services, including the business unit responsible for the portfolio management.

The AIFM employs an appropriate liquidity management system and has adopted procedures which enable it to monitor the liquidity risk of the Fund and to ensure that the liquidity profile of the investments of the Fund complies with its underlying obligations. The liquidity management system ensures that the Fund maintains a level of liquidity appropriate to its underlying obligations based on an assessment of the relative liquidity of the Fund's assets in the market, taking account of the time required for liquidation and the price or value at which those assets can be liquidated and their sensitivity to other market risks or factors.

The AIFM monitors the liquidity profile of the portfolio of assets having regard to the profile of the investor base of the Fund, the relative size of investments and the redemption terms to which these investments are subject. The AIFM implements and maintains appropriate liquidity measurement arrangements and procedures to assess the quantitative and qualitative risks of positions and intended investments which have or may have a material impact on the liquidity profile of the portfolio of the Fund's assets to enable their effects on the overall liquidity profile to be appropriately measured and considered. The AIFM also puts into effect the tools and arrangements necessary to manage the liquidity of the Fund. The AIFM will ensure the coherence of the investment strategy and the liquidity profile.

The AIFM proceeds, on a regular basis, with stress tests simulating normal and exceptional circumstances in order to evaluate and measure the liquidity risk of the Fund.

The AIFM and/or its Affiliates may make investments in certain Related OpCo engaged in the operation, oversight and management of real property. The Fund, any subsidiary of the Fund or any Investment may receive such services (or similar) from a Related OpCo, and the Fund, any subsidiary of the Fund or any Investment may pay fees to such Related OpCo in consideration for such services. The Fund and/or subsidiaries may receive returns on such Related OpCo investments.

## **17. Directors**

The Directors of the Fund are:

Arnaud Lambillon  
Alex Wiederkehr  
Rekha Luchmee-Sookloll

## **18. Depositary, Paying Agent, Registrar and Transfer Agent, Administrator and Domiciliary Agent**

### *18.1 Depositary and Paying Agent*

The Fund has appointed Northern Trust Global Services SE, Grand Duchy of Luxembourg, registered with the R.C.S. under number B232281 as its depositary within the meaning of the 2013 Law and pursuant to the Depositary agreement.

The Depositary is authorised by the CSSF in Luxembourg in accordance with Directive 2006/48/EC as implemented in Luxembourg by the 1993 Law.

In accordance with Article 36 of the Law of 2010, the duties of the Depositary shall cease, inter alia, upon termination of the applicable agreement between the Fund, the AIFM and the Depositary. The termination of the appointment of the Depositary will only become effective if a new depositary has been duly appointed, as set forth in the Depositary agreement.

The Depositary will be responsible for the safekeeping of the assets of the Fund, in accordance with the Law of 2010 and the AIFM Laws and Regulations, and will be responsible for (i) the custody of all financial instruments of the Fund that are required to be held in custody pursuant to the AIFM Laws and Regulations (if any), (ii) verification of ownership of other assets of the Fund, (iii) monitoring of the cash of the Fund and (iv) such additional oversight functions as are set out under Article 19(9) of the 2013 Law, namely:

- a) ensure that the sale, issue, re-purchase, redemption and cancellation of the Shares of the Fund are carried out in accordance with Luxembourg law, the Articles and this Prospectus;

- b) ensure that the value of the Shares of the Fund is calculated in accordance with Luxembourg law, the Articles and this Prospectus and the procedures laid down in Article 17 of the 2013 Law;
- c) carry out the instructions of the Board of Directors, unless they conflict with Luxembourg law or the Articles or this Prospectus;
- d) ensure that in transactions involving the Fund's assets any consideration is remitted to the Fund within the usual time limits; and
- e) ensure that the Fund's income is applied in accordance with Luxembourg law, the Articles and this Prospectus.

With regard to the Depositary's functions as the depositary of the Fund's financial instruments which may be recorded on an account opened in the books of the Depositary or be the subject of a physical delivery to the Depositary (except where the Depositary has contractually transferred responsibility to a delegate in accordance with the AIFM Laws and Regulations) the Depositary is liable to the Fund or the Shareholders for the loss of said financial instruments kept in custody by the Depositary or its delegate, in accordance with the AIFM Laws and Regulations.

At the date of this Prospectus, the Depositary has not entered into any agreement to transfer liability contractually to a delegate within the meaning of article 19(14) of the 2013 Law.

For the Fund's assets other than financial instruments that can be held in custody, the Depositary shall verify the Fund's ownership of such assets and shall maintain an up-to-date record of those assets for which it is satisfied that the Fund is the owner. Its assessment as to whether the Fund is the owner shall be based on information and documents provided by the Fund or the AIFM and, where applicable, on external evidence. The Depositary shall keep its record up-to-date.

The Depositary may, in order to effectively conduct its duties, delegate to one or more sub-depositaries, all or part of its safekeeping duties with regard to the Fund's assets (other than financial instruments that can be held in custody), and the Depositary shall delegate to one or more sub-depositaries that are qualified to take custody of such financial instruments, all safekeeping duties with regard to financial instruments that can be held in custody as set forth in the Depositary agreement; it being understood that no other duties may be delegated to sub-depositaries. When selecting and appointing a sub-depositary, the Depositary will exercise all due skill, care and diligence as required under the 2013 Law to ensure that it entrusts the safekeeping of assets only to a third party (the "Sub-Depositary") who may provide an adequate standard of protection. The Depositary will exercise all due skill, care and diligence as required under Luxembourg law and the 2013 Law from time to time in the periodic review and ongoing monitoring of the appointed sub-depositaries, thus ensuring that such sub-depositary complies during the performance of the task delegated to it with the conditions as they are set out by Luxembourg law, the 2013 Law and the Depositary agreement.

The Depositary shall be liable to the Fund and/or the Investors for the loss of a financial instrument held in custody by the Depositary or by the Sub-Depositary. The liability of the Depositary is not

affected by the delegation. In accordance with the provisions of the 2013 Law, the Depositary will not be liable for the loss of a financial instrument, if such loss 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. Furthermore, on the basis of objective reasons established and agreed between the Depositary and the relevant Sub-Depositary for the safekeeping of financial instruments, the Depositary may discharge its liability and contract with the relevant Sub-Depositary, to whom the financial instruments are entrusted, and who has accepted a transfer of liability. The Depositary may further discharge itself from its liability pursuant to Article 19 (14) of the 2013 Law in the event that the law of a non-EU member state requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements as laid down in the 2013 Law. Said discharge, to the extent applicable, shall take place in accordance with the requirements of the 2013 Law.

The Fund expects the Depositary to delegate the custody of financial instruments held at the Fund level. The AIFM will inform Shareholders of (i) any arrangement made by the Depositary to contractually discharge itself of liability in accordance with Article 19 (13) of the 2013 Law and/or (ii) any changes with respect to the liability of the Depositary, in the Fund's investor reporting.

The Depositary's liability is governed by Luxembourg law.

In remuneration for its services to the Fund, the Depositary is entitled to a Depositary Fee payable out of the assets of the Fund. The Depositary Fee is included as part of the Service Fees of the Fund and may be subject to review by the Depositary and by the Fund (in close cooperation with the AIFM) from time to time. The Depositary may be entitled under the Depositary agreement to obtain reimbursement from the Fund of certain reasonable and duly documented expenses. The amounts paid to the Depositary will be shown in the Fund's financial statements.

The Fund has also appointed Northern Trust Global Services SE as Paying Agent, of the Fund.

Northern Trust Global Services SE was incorporated in Luxembourg as a *société anonyme* and has its registered office at 10 Rue du Château d'Eau, 3364 Leudelange, Grand Duchy of Luxembourg,. It is licensed to engage in all banking operations under Luxembourg law. Its subscribed share capital as at 31 December 2023 amounted to EUR 393,067,791.

### *18.2 Domiciliary, Administrator and Registrar and Transfer Agent*

The UCI administration activity may be split into three main functions: the registrar function, the Net Asset Value calculation and accounting function, and the client communication function:

- (a) The **registrar function** encompasses all tasks necessary to the maintenance of the Fund register and performs the registrations, alterations or deletions necessary to ensure its regular update and maintenance.
- (b) The **Net Asset Value calculation and accounting function** is responsible for the correct and complete recording of transactions to adequately keep the Fund's books and records in compliance with applicable legal, regulatory and contractual requirements as well as

corresponding accounting principles. It is also responsible for the calculation and production of the Net Asset Value of the Fund in accordance with the applicable regulation in force.

- (c) The **client communication function** is comprised of the production and delivery of the confidential documents intended for investors.

#### *18.2.1 Registrar and Transfer Agent*

Northern Trust Global Services SE will act as Registrar and Transfer Agent.

Pursuant to the administration agreement, the Registrar and Transfer Agent, supported by one or more service providers as the case may be, will be responsible, under the ultimate supervision of the Board of Directors, for among others: (a) providing registrar and transfer agent services in connection with the issuance, transfer and redemption of the Shares; (b) verifying the status of investors; (c) implementing applicable anti-money laundering laws and regulations in relation to investors or potential investors; and (d) performing “customer due diligence” reviews and other services necessary in connection with the administration agreement. The administration agreement shall continue in full force and effect unless and until terminated in accordance with the terms of the agreement.

The Registrar and Transfer Agent may further outsource certain tasks (such as certain registrar and transfer agent tasks as set forth in detail in the relevant services agreements) to other selected parties under a services agreement entered into between the Registrar and Transfer Agent, as service recipient, and such selected parties, as service provider.

In remuneration for its services to the Fund, the Registrar and Transfer Agent is entitled to a Registrar and Transfer Agent Fee payable out of the assets of the Fund. The Registrar and Transfer Agent Fee is included as part of the Service Fees of the Fund and may be subject to review by the Registrar and Transfer Agent and by the Fund (in close cooperation with the AIFM from time to time. The Registrar and Transfer Agent may be entitled under the Administration Agreement to obtain reimbursement from the Fund of certain reasonable and duly documented expenses. The amounts paid to the Registrar and Transfer Agent will be shown in the Fund's financial statements.

#### *18.2.2 Administrator*

Northern Trust Global Services SE will act as Administrator.

Pursuant to the administration agreement, the Administrator will be responsible for providing certain administrative functions in respect of the Fund, such as the determination of the Net Asset Value, publication of the Net Asset Value, and keeping the accounts of the Fund. The Administrator shall not act as an “external valuer” for the purposes of the AIFMD.

In remuneration for its services to the Fund, the Administrator is entitled to an Administrator Fee payable out of the assets of the Fund. The Administrator Fee is included as part of the Service Fees of the Fund and may be subject to review by the Administration Agent and by the Fund (in



close cooperation with the AIFM) from time to time. The Administrator may be entitled under the administration agreement to obtain reimbursement from the Fund of certain reasonable and duly documented expenses. The amounts paid to the Administrator will be shown in the Fund's financial statements.

#### *18.2.3 Client communication agent*

The Administrator ensures the client communication function.

#### *18.2.4 Domiciliation and corporate secretary agent*

The Administrator also ensures domiciliation and corporate secretary services.

#### *18.3 Prime broker*

No prime broker has been appointed.

### **19. Independent Auditor**

The accounting data related in the annual report of the Fund shall be examined by an authorized independent auditor (*réviseur d'entreprises agréé*) appointed by the Fund and remunerated by the Fund. The independent auditor shall fulfil the duties prescribed by the Law of 2010.

The Fund has appointed PricewaterhouseCoopers *société coopérative* as its independent auditor.

### **20. Shareholder's Rights against Service Providers and applicable Law and Jurisdiction**

Shareholders will not have any direct contractual rights against the service providers of the Fund appointed from time to time.

The Fund is incorporated under the laws of the Grand Duchy of Luxembourg.

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

According to Council Regulation 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, a judgement given and enforceable in an EU Member State shall in principle be recognised in the other EU Member States without any special procedure being required and shall generally be enforceable in the other EU Member States on the application of any interested party, save in certain circumstances. Council Regulation 44/2001 of 22 December 2000 shall be replaced by EU Regulation 1215/2012 of 12 December 2012 which shall apply from 10 January 2015.

## **21. Supplemental arrangements**

The Fund, the AIFM or any of its Affiliates may enter into supplemental arrangements (“**Supplemental Arrangements**”) with one or more Shareholders that have the effect of establishing rights and obligations between the Fund, the AIFM or any of its Affiliates (acting in their own capacity, respectively) and the relevant Shareholders(s) which may result in certain Shareholders receiving additional benefits (including, without limitation, supplemental reporting and information rights, certain rights with respect to co-investments and special economic rights such as waivers or reductions of Management Fees or Performance Fees payable by or in respect of such Shareholders), which other Shareholders will not receive. None of the Fund, the AIFM or any of its Affiliates will be required to notify any other Shareholders of any such Supplemental Arrangements or any of the rights or terms or provisions thereof, nor will they be required to offer such additional or different rights or terms to any other Shareholders, subject to the principle of fair treatment of Shareholders in identical situation in accordance with the requirements set out under the AIFMD. These arrangements do not create legally binding rights and obligations with respect to the Fund.

## **22. Reports**

The financial year of the Fund ends on 31 December in each year.

Audited annual financial statements of the Fund made up to 31 December in each year will be prepared in EUR and made available to Shareholders, together with a report of the AIFM, within 6 months of the financial year end. The Fund will also prepare half-yearly reports, which will be made available to Shareholders within 3 months of the period end. In addition, the Fund will prepare monthly reports which will be made available within one month after the month to which they refer.

The financial information of the Fund shall be prepared in accordance with Lux GAAP.

Copies of the latest annual report and any subsequent half-yearly report will be sent free of charge on request.

## **23. Meetings of Shareholders**

The Annual General Meeting of Shareholders of the Fund will be held at the registered office of the Fund in Luxembourg on the last Thursday in the month of June (or the preceding Business Day if such day is not a Business Day) each year at 1 p.m. (Luxembourg time).

Notices of all general meetings, setting forth the agenda and specifying the time and place of the meeting and the conditions of admission thereto and referring to quorum and majority requirements, will be sent by post to registered Shareholders, at least eight (8) days prior to the meeting, to their addresses in the Register of Shareholders.

To the extent required by law, such notices will be published in the *Luxemburger Wort* and in the

## *RESA.*

Proceedings of any extraordinary general meeting called upon to resolve on amendments to the Articles shall not be valid unless at least one half of the capital is represented and the agenda indicates the proposed amendments to the Articles and, where applicable, the text of those which concern the objects or the form of the Fund. If the first of these conditions is not satisfied, a second meeting may be convened, in the manner prescribed by the Articles, by means of notices published on two occasions in the *RESA* and in two Luxembourg newspapers, at an interval of at least fifteen (15) days and fifteen (15) days before the meeting. The convening notice shall reproduce the agenda, indicating the date and results of the previous meeting. The proceedings of the second meeting shall be valid regardless of the proportion of the capital represented. At both meetings, resolutions shall be validly passed if they are passed by two-thirds of the votes cast. Votes cast shall not include votes in relation to shares represented at the meeting but in respect of which the Shareholders have not taken part in the vote or have abstained or have returned a blank or invalid vote.

The Articles make provision for meetings of Shareholders. Every Shareholder present in person or by proxy has the same number of votes as the number of Shares in the property of the Fund represented by the Shares of which he is the Shareholder. Voting in respect of fractions of Shares is not permitted.

## **24. Liquidation**

In accordance with Luxembourg law, if the capital of the Fund falls below two-thirds of its minimum capital, the Directors must submit the question of the dissolution of the Fund to a General Meeting of Shareholders for which no quorum shall be prescribed and at which decisions shall be taken by Shareholders holding a simple majority of the Shares represented at the meeting. If the capital of the Fund falls below one quarter of its minimum capital the Directors must submit the question of the dissolution of the Fund to a general meeting for which no quorum shall be prescribed and at which decisions shall be taken by Shareholders holding one quarter of the Shares represented at the meeting.

Any liquidation of the Fund, which may be proposed by the Directors to the Shareholders at any time, shall be carried out in accordance with the provisions of the Law of 2010. Such law specifies the steps to be taken to enable Shareholders to participate in the distribution of the liquidation proceeds and provides upon finalisation of the liquidation that the assets be deposited in escrow with the *Caisse de Consignation* to be held for the benefit of the relevant Shareholders. Amounts not claimed from escrow within the relevant prescription period will be liable to be forfeited in accordance with the provisions of Luxembourg law.

## **25. Documentation and Information**

A copy of the Articles, the current Prospectus and the latest reports may be obtained by Shareholders free of charge during normal business hours on request at the registered office of the Fund and of the AIFM. Copies of the material agreements mentioned in this Prospectus may be inspected during usual business hours on any Business Day at the registered office of the

Fund and of the AIFM.

Pursuant to the AIFMD, the following information will be made available to Shareholders in the annual report, unless more frequent disclosure of such information is deemed necessary:

- (i) the percentage of the Fund's assets subject to special arrangements due to their illiquid nature;
- (ii) any new arrangements for managing the Fund's liquidity;
- (iii) the risk profile of the Fund and the risk management systems employed to manage those risks;
- (iv) any changes to the maximum level of leverage the Fund may employ (including any right of reuse of collateral or guarantee granted under a leveraging arrangement), if any; and
- (v) the total amount of leverage, if any, employed by the Fund.

Any person who would like to receive further information regarding the Fund or who wishes to make a complaint about the operation of the Fund should contact the AIFM.

## **26. Warehoused Investments**

Partners Group, Partners Group Clients or any Affiliates thereof may: (a) acquire one or more investments appropriate for the Funds and hold such assets prior to the Fund's launch or during the Fund's life (the **"Warehoused Investments"**) and/ or (b) make available a facility to support the acquisition of any such Warehoused Investments. The intention is for the Fund to purchase Warehoused Investments (or a holding entity which owns any such Warehoused Investments) from Partners Group, Partners Group Clients or any Affiliates thereof for: (i) an amount equal to the acquisition cost paid for a Warehoused Investment by Partners Group, a Partners Group Client or any Affiliate thereof plus, (ii) as the case may be, such fees, costs and interest as agreed with the counterparty (being Partners Group, any Partners Group Client or any applicable Affiliate thereof) from time to time, calculated from the date of preliminary investment recommendation (or such later date as may be decided by the Fund and Partners Group, any Partners Group Client or any applicable Affiliate thereof) to the date of transfer to the Fund. The Fund may also agree alternative methodologies for pricing transfers (including fair market value at the time of transfer) or to the payment of certain fees, costs and expenses in connection with the provision of a facility to support the actual or potential acquisition of Warehoused Investments. The valuation of Warehoused Investments being acquired by the Fund is performed by the AIFM or its Affiliates and does not necessarily involve any third party independent valuer. Each Warehoused Investment acquired by the Fund will be transferred in compliance with procedures put in place to mitigate conflicts of interests and other related concerns. Warehoused Investments may also be structured in an alternative manner that provides an equivalent economic result as described above (including, without limitation, by the Fund investing in an investment vehicle established for the purpose of holding the Warehoused Investments).

By executing a subscription form, a Shareholder consents to the Fund purchasing some or all of the Warehoused Investments from, or entering into a facility to support the acquisition of such Warehoused Investments with, Partners Group, Partners Group Clients or any Affiliates thereof in the manner outlined above, and consents to any alternative structure that provides an equivalent economic result to that outlined above.

## 27. Conflicts of Interest

The AIFM has implemented a conflicts of interest policy, pursuant to which relevant conflict of interest are identified, managed and disclosed to the Board of Directors of the Fund. Any conflict of interest is to be fully disclosed to the AIFM. The Fund will enter into all transactions on an arm's length basis. For the avoidance of doubt, the Portfolio Manager has full discretion to categorize transactions as Warehoused Investment, Permitted Syndications, or Re-underwriting Transactions.

The following activities are prohibited, unless otherwise approved by the Board of Directors, if applicable:

- a) the purchase or sale of investments by the Fund from the AIFM, its Affiliates, Partners Group Vehicles or Partners Group Clients, except as permitted under (b) below or in connection with a Warehoused Investment, Permitted Syndication or a Re-underwriting Transaction; provided that Warehoused Investments, Permitted Syndications or Re-underwriting Transactions and any related allocations are subject to the prevailing rule-based procedures addressing potential conflicts of interest, as determined by the AIFM or its Affiliates and set out below, respectively; and/or
- b) any investment by the Fund in a Partners Group Vehicle, unless (1) such investment is made for the purpose of facilitating an underlying investment (or a portfolio of underlying investments), and (2) any management and performance fees charged by the AIFM, or its Affiliates in respect of such Investment, other than as provided in this Prospectus, shall be fully waived or rebated to the Fund.

The AIFM shall refer all matters that they reasonably consider to constitute a material conflict of interest not provided for elsewhere in this Prospectus to the Board of Directors, if any. The Board of Directors on its own motion shall also have the right to review any perceived conflicts of interest between the AIFM, or any of its Affiliates and the Fund. With respect to the resolution of any conflict of interest, the AIFM, and its Affiliates shall be deemed to have fully satisfied any obligations or duties which they owe to the Fund and the Shareholders, and shall incur no liability thereto, so long as they have acted in conformity with the advice of the Board of Directors except and to the extent that the AIFM has acted in bad faith or has acted in a manner that is grossly negligent.

Subject to the other terms and provisions in this Prospectus, the Fund, its subsidiaries, its Investments and its Affiliates may enter into contracts and transactions with the AIFM, or, its Affiliates or any Related OpCos, provided that the terms of any such contract or transaction are fair and reasonable to the Fund and are: (a) not less favourable to the Fund than could be obtained in arm's-length negotiations with unrelated third parties, or (b) approved by the Board of Directors. In particular, the Fund or its subsidiaries or Investments may: (i) borrow funds from the AIFM, or any of its Affiliates on arm's-length terms and conditions, and (ii) retain one or more Related OpCos to perform acquisition, asset management, leasing, development management, development oversight and similar services, provided such terms are fully disclosed at the next meeting of the Board of Directors.

The AIFM shall seek to allocate investment opportunities presented to the AIFM and its Affiliates

among the Fund and the AIFM and its Affiliates' other clients in a fair and reasonable manner.

The Fund may participate in transactions involving Investments that, based on selection criteria such as industry dynamics, a long-term business plan, value creation potential and maturity estimates, are expected to be suited for longer-term holding periods, as determined by the AIFM or any of its Affiliates; with the partial or complete acquisition or sale of such Investments by the Fund involving Partners Group Client(s) where the Fund may, if the AIFM and its Affiliates determine it is in the Fund's best interest to do so, (i) sell all or a portion of a current Investment to purchasers which comprise (in whole or in part) one or more Partners Group Clients, (ii) purchase all or a portion of an Investment from one or more Partners Group Clients, or (iii) participate on either side of the transaction by both selling a portion of an Investment while retaining or repurchasing a different portion of the same underlying Investment (each a "**Re-underwriting Transaction**") provided that the Fund's participation in such Re-underwriting Transaction complies with the prevailing rule-based procedures designed by the AIFM and its Affiliates to ensure that involved parties' interests are fairly and equitably addressed in their participation in a given Re-underwriting Transaction; provided further that any material conflict of interest that is not disclosed nor resolvable under the prevailing rule-based procedures, as the AIFM or any of its Affiliates reasonably considers, shall be referred by the AIFM and/or any of its Affiliates to the Board of Directors.

Each Shareholder further acknowledges and agrees that:

- a) the AIFM and/or any of its Affiliates will determine the pricing of such Re-underwriting Transaction by: (a) obtaining one or more third-party bids with respect to such transaction through an auction/competitive process, or (b) negotiating pricing with respect to such transaction with a third-party potential buyer in a bilateral process, which may be supported, at the discretion of the AIFM and/or its Affiliates, by an independent valuation from a reputable valuation agent familiar with the asset class or Investment, or through other methods consented to by the Board of Directors;
- b) the AIFM and/or any of its Affiliates may, in its/their sole and absolute discretion, structure a Re-underwriting Transaction as a full or partial exit of an Investment followed by a full or partial reinvestment by the Fund in the relevant asset through a new investment. Such full or partial exit would lead to the initial investment being treated as a realized investment as a result of which the AIFM and/or any of its Affiliates may receive or earn performance distributions or amounts that would not have been so received or earned at that time (or potentially at all) had such Re-underwriting Transaction not occurred and had the relevant investment (or portion thereof) continued to be owned by the Fund;
- c) as a result of it being structured as a Re-underwriting Transaction, such transaction may materially and adversely impact the Fund and/or one or more Shareholders from a tax perspective, including, without limitation as a result of or with respect to:
  - i. the lack of availability of tax-exempt or tax-deferred 'roll-over' regimes for the Fund;
  - ii. the tax characterization of the income (i.e., capital gain versus ordinary or dividend income) resulting from proceeds attributable to the Fund; and/or
  - iii. the allocation of real estate transfer tax, stamp duty or similar tax between the Fund and other Partners Group Clients participating on opposite sides of a Re-underwriting Transaction involving an Investment in real estate, depending on whether such Investment is structured as an asset sale or a share sale; and

- d) the AIFM and/or any of its Affiliates provide investment management services to other Partners Group Clients and, where the Fund participates in Re-underwriting Transactions involving other Partners Group Clients, such other Partners Group Clients (and in certain circumstances, if applicable, their underlying Shareholders) that have held an investment prior to the Re-underwriting Transaction will receive priority over the Fund in the allocation of an investment opportunity resulting from such Re-underwriting Transaction (the Fund will likewise receive such priority when it held a portion of the relevant investment prior to the Re-underwriting Transaction), and as a result, conflicts may arise in determining the amount of an investment and/or divestment, if any, to be allocated among other Partners Group Clients and the Fund in a Re-underwriting Transaction and the respective terms thereof, and there can be no assurance that any portion of such investment opportunity will be allocated to the Fund. Subject to the foregoing, the AIFM shall seek to allocate investment opportunities presented to any of its Affiliates among the Fund and other Partners Group Clients in a manner that the AIFM believes is fair and equitable over time and otherwise subject to and in accordance with the allocation policies of the AIFM and/or any of its Affiliates, as amended from time to time.

A copy of the conflicts of interest policy adopted by the AIFM pursuant to Article 13 (1) of the 2013 Law and any additional information about conflicts of interest relating to the Fund, including the entities involved in its management, administration or the safekeeping of its assets is available upon request at the registered office of the Fund.

The conflicts of interest which have been identified during a financial year (if any) will be described in the Fund's annual audited financial statements.

For purposes of this Section 27, the definition of the term "Affiliate" shall, when used in reference to the AIFM, include any officers, directors, managers or employees of the AIFM or any of its Affiliates.

By acquiring Shares each Shareholder will be deemed to have acknowledged and consented to the existence or resolution of any actual, apparent and/or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest or any claim with respect to any such activity taken that is consistent with the policies of Partners Group or the AIFM relating to conflicts of interest. If any matter or transaction arises that the Board of Directors determines in its good faith judgment constitutes an actual conflict of interest in accordance with the applicable laws and regulations, the Board of Directors or the AIFM will take such actions as it determines in good faith may be necessary or appropriate to ameliorate the conflict.

The Board of Directors and/or the AIFM will have the power to resolve, or consent to the resolution of, conflicts of interest on behalf of, and such resolution will be binding on, the Fund. Shareholders should be aware that conflicts will not necessarily be resolved in favour of the Fund or the Shareholders.

Upon taking such actions the Board of Directors, the Portfolio Manager or the AIFM, as applicable,

will be relieved of any liability for such conflict to the fullest extent permitted by law and will be deemed to have satisfied applicable fiduciary duties related thereto to the fullest extent permitted by law). These actions include, by way of example and without limitation, (i) disposing of the security giving rise to the conflict of interest; (ii) appointing an independent fiduciary or third party to act with respect to the matter giving rise to the conflict of interest; (iii) disclosing the conflict to Shareholders; or (iv) implementing certain policies and procedures designed to ameliorate, mitigate, resolve or address (as deemed to be appropriate) such conflict of interest. There can be no assurance that the Board of Directors, the Portfolio Manager or the AIFM, as applicable, will identify or resolve all conflicts of interest in a manner that is favourable to the Fund or any of the Shareholders.

The AIFM has adopted and implemented a conflicts of interest policy and has made appropriate organisational and administrative arrangements to identify and manage conflicts of interest so as to minimise the risk of the Fund's interests being prejudiced, and if they cannot be avoided, ensure that the Fund is treated fairly.



## **Definitions**

### **"Administrator"**

Northern Trust Global Services SE

### **"Administrator Fee"**

has the meaning as given in section 6 "Fees and Expenses of the Fund"

### **"Affiliate"**

means:

- (a) if the Person concerned is a body corporate:
  - (i) the holding company of such Person or a subsidiary of such Person or a subsidiary of any such holding company or any company which controls, directly or indirectly through one or more intermediate companies, such Person;
  - (ii) any other body corporate in which the Person holds directly or indirectly 50 per cent or more of any class of equity share capital;
- (b) if the Person concerned is a limited liability partnership:
  - (i) any subsidiary of such Person;
  - (ii) any other body corporate in which the Person holds directly or indirectly 50 per cent or more of any class of equity share capital;
- (c) if the Person concerned is a limited partnership:
  - (i) the general partner of such Person; and
  - (ii) if the general partner of such Person is a body corporate, any Person who is an Affiliate of the general partner within the meaning of (a) above; or
- (d) if the Person concerned is an individual, trust or other unincorporated body:
  - (i) any body corporate in which the Person holds directly or indirectly 50 per cent or more of any class of equity share capital; or
  - (ii) the spouse of such Person,

provided that any Investment shall not be deemed to be an Affiliate of the AIFM in the Fund by reason only of the Fund owning such Investment;

### **"AIFM"**

Partners Group (Luxembourg) S.A.

**"AIFM Laws and Regulations"**

means the 2013 Law, the AIFMD Level 2 Regulation, any further delegated regulations issued by the European Commission in connection with the AIFMD and any further Luxembourg transposing legislation in connection with the AIFMD and related delegated acts, as well as any applicable direction, policy, circular, guideline, rule or order (whether formal or informal) that is made or given by the CSSF or ESMA in connection herewith, as may be amended from time to time;

**"AIFMD Level 2 Regulation"**

means the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, as may be amended from time to time;

**"AML/KYC Regulations"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Annual Dealing"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Annual Redemption Day"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Annual Redemption Payment Day"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Approved Statutory Auditor"**

PricewaterhouseCoopers, Société  
coopérative

**"Articles"**

Articles of association of the Fund

**"Board" / "Board of Directors"**

the Board of Directors of the Fund

**"Business Day"**

a bank business day in Luxembourg, unless otherwise stated

**"CHF"**

the lawful currency of Switzerland

**"Class" or "Classes"**

has the meaning as given in section 1 "Description of the Fund"

**"Commitment Strategy"**

has the meaning as given in section 2 "Investment Objective and Policy"

**"Co-investor"**

any investor other than a Partners Group Client, including existing investors, which is offered a co-investment opportunity by the AIFM or its affiliates to invest alongside the Fund

**"CSSF Circular 24/856"**

means (i) Circular CSSF 02/77 on the protection of investors in case of NAV calculation error and correction of the consequences resulting from non-compliance with the investment rules applicable to undertakings for collective investment, when prior to 1 January 2025; or (ii) Circular CSSF 24/856 on investor protection in case of NAV calculation errors, non-compliance with investment rules and other types of errors at UCI level, from 1 January 2025 onwards.

**"Cut-off Date"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Dealing Day"**

The Business Day on which shares are issued or redeemed, which shall usually be the 19th Business Day after the immediately preceding Valuation Point (subject to finalisation of the NAV and payment of subscription monies)

**"Depository"**

Northern Trust Global Services SE

**"Depository Fee"**

has the meaning as given in section 11 "Fees and Expenses of the Fund"

**"Directors"**

Directors of the Fund each of them being a "Director"

**"Disclosure Regulation"**

means the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector

**"Disposal Portfolio"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Distributor Subscription Fee"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Downstream Internal Service Costs"**

means, with respect to any Investments, Temporary Investments or Investment Holding Vehicle, to the extent that the AIFM or its Affiliates provide services including, but not limited to, accounting, reporting, data processing, legal, tax, administrative, compliance, investment-level or holding company-level management (including the provision of directors or advisory board personnel) and servicing, market research and other similar services, in each case that could otherwise be performed by third parties, the cost of performing such services (including, where applicable, employment costs (including salaries, benefits and bonuses, but only an allocable portion of such

personnel costs associated with the provision of such services or where such personnel have been retained by the AIFM or any of its Affiliates primarily for the purpose of providing such services or for the purpose of establishing, operating, managing and winding up such structures), and the provision of office space and related overhead attributable thereto, as reasonably determined by the Directors), in each case provided that such costs are assessed on an arm's-length basis;

**"Equalization Rebate"**

means, with respect to each calendar quarter, one hundred percent (100%) of all Operational Services Amounts and Transaction Income received by the AIFM or its Affiliates during such calendar quarter;

**"ESMA"**

means the European Securities and Markets Authority;

**"EU"**

European Union

**"EUR"**

the official currency of the European Monetary Union

**"EU Taxonomy"**

means the EU Regulation 2020/852 on the establishment of a framework to facilitate sustainable investment and amending EU Regulation 2019/2088

**"Extraordinary Acquisition"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Fund"**

The Partners Fund SICAV

**"Initial Issue Price"**

The price, excluding any Subscription Fee and/or Distribution Subscription Fee, at which Shares may be subscribed for when a Class is newly launched.

**"Investment" (or "investment" where the context requires)**

means any type of investment of the Fund whether made directly or indirectly (including through an Investment Holding Vehicle). This includes, but is not limited to, participations in or commitments to any investment fund, shares, bonds, convertible loan stock, options, warrants, real estate assets, properties, commodities and commodity related assets, derivative instruments or other securities, as well as loans (whether secured or unsecured) made to any person;

**"Investment Holding Vehicle"**

means any legal structure established by the AIFM or any of its Affiliates for the purpose of investing in the underlying assets and which satisfies the conditions laid down in articles 89 and 90 of the AIFMD Level 2 Regulation;

**"Lock-Up"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Lux GAAP"**

Luxembourg Generally Accepted Accounting Principles

**"Management Fee"**

has the meaning given in section 11 "Fees and Expenses of the Fund"

**"Master Alternative Investment Fund Management Agreement"**

Means the master alternative investment fund management agreement by which the AIFM is appointed as alternative investment fund manager of the Fund.

**"Net Asset Value" or "NAV"**

the value of the Fund's net assets as determined in accordance with the Articles

**"Net Asset Value Calculation Day"**

has the meaning as given in section 8 "Calculation of Net Asset Value"

**"Net Asset Value per Share"**

the Net Asset Value divided by the number of Shares then outstanding

**"Net Redemption"**

In relation to any Dealing Day, the amount by which the aggregate value of redemptions exceeds the aggregate value of subscriptions as of the respective Dealing Day

**"Operating and Administrative Expenses"**

has the meaning as given in section 12 "Operating and Administrative Expenses"

**"Operational Services Amount"**

means amounts (net of related expenses including, without limitation, travel and lodging, out-of-pocket expenses, taxes and social contributions) directly or indirectly received by the AIFM or its Affiliates, from investments in connection with the management, development and operation of such Investments, including but not limited to (i) assuming directorships for the purpose of managing, developing or operating Investments (fees shall include options, warrants or other non-cash compensation paid or otherwise granted to directors) or acting as consultants, (ii) the provision of advice on mergers, acquisitions, add-on acquisitions, financings, re-financings, public offerings, sales and similar transactions by or relating to any Investment and (iii) the identification, execution and implementation of financial or operational value creation strategies as well as sustainability initiatives; provided that if any interest in such an Investment is also acquired by other Partners Group Clients or third parties (e.g. co-investors), then only such portion of fees that is fairly allocable to the Investment of the Fund shall be included; and provided further that Operational Services Amounts shall exclude Transaction Income, Related OpCo Fees and Downstream Internal Service Costs;

**"Original Class"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Partners Group"**

means Partners Group AG, together with its Affiliates;

**"Partners Group Clients"**

any funds, entities and separate accounts established, managed and/or advised by the AIFM or its affiliates; for the avoidance of doubt, one Partners Group Client shall not be deemed to be an affiliate of another Partners Group Client by reason of such Partners Group Clients both being established, managed and/or advised by the AIFM or any of its affiliates

**"Partners Group Vehicle"**

means any investment vehicle organized, managed, sponsored, or controlled by the AIFM or its Affiliates, including any Investment Holding Vehicles where relevant

**"Performance Fee"**

has the meaning as given in section 11 "Fees and Expenses of the Fund"

**"Permitted Syndication"**

means the sale or purchase of an Investment (excluding any Warehoused Investment) by the Fund either to or from a Partners Group Vehicle that at the time of such sale or purchase is not more than 25% owned by the AIFM or its Affiliates, provided that any such sale or purchase is made (i) at a price equal to the price paid by the original purchaser (including capitalized expenses) plus an amount of interest as reasonably determined by the AIFM or its Affiliates to be at arm's length, (ii) on the same terms (to the extent applicable) as the original purchaser, (iii) within 12 months following the date of the original purchase and (iv) prior to the occurrence of any material event that, in the good faith judgement of the AIFM, materially affects the value of the Investment;

**"Person"**

means any body corporate (e.g. any corporation, limited liability company, etc.), limited liability partnership, limited partnership, individual, trust or other unincorporated body;

**"Portfolio Manager"**

means Partners Group AG

**"Pre-emptive Right"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Prohibited Person"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Prospectus"**

means the prospectus of the Fund in its most current form

**“Related OpCo”**

means any real estate operating company in which the AIFM and/or its Affiliates have made an investment;

**“Related OpCo Fees”**

means any fees paid, expenses reimbursed or other payments made by the Fund, any subsidiary of the Fund or any Investment in consideration for services provided by such Related OpCo to the Fund, any subsidiary of the Fund or any Investment, including but not limited to (i) acquisition fees, (ii) asset management fees, (iii) leasing fees, (iv) development management fees, (v) development oversight fees, (vi) performance fees, “promote” or other profits interests, (vii) break-up fees and (viii) any other fees in connection with such services;

**"Redemption" or "Redeem"**

means the repurchase of Shares by the Fund

**"Redemption Fee"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Redemption Price"**

The NAV per Share as at the relevant Dealing Day (calculated as at the immediately preceding Valuation Point)

**"Registrar and Transfer Agent"**

Northern Trust Global Services SE

**"Registrar and Transfer Agent Fee"**

has the meaning as given in section 11 "Fees and Expenses of the Fund"

**"RESA"**

Recueil électronique des sociétés et associations

**"RTS"**

means Regulation (EU) 2022/1288 of 6 April 2022 supplementing the Disclosure Regulation

**"Secondary Value Dealing Price"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Secondary Value Dealing Price Date"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Service Fees"**

means the fees paid by the Fund to the Depositary, the Administrator and the Registrar and Transfer Agent. The total maximum amount of Service Fees is determined based on the aggregate maximum of the Depositary Fee, Administrator Fee and Registrar and Transfer Agent Fee. The Prospectus sets out the maximum Service Fees applicable to the Fund, which represents an estimate of the maximum costs as at July 2024 or such later date as set out in the Prospectus;

**"SGD"**

the lawful currency of Singapore

**"Shareholder"**

a holder of one or more Shares

**"Shares"**

Shares in the Fund

**"Side Pocket"**

has the meaning ascribed to that term in section 6 "Monthly Dealing Procedure" of this Prospectus

**"Spread"**

has the meaning as given in section 7 "Annual Dealing Procedure"

**"Subscription Fee"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Sustainability Risks"**

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

**"Sustainable Investment"**

means in accordance with article 2 (17) of the Disclosure Regulation, an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance

**"Target Class"**

has the meaning as given in section 6 "Monthly Dealing Procedure"

**"Temporary Investments"**

means short-term investments consisting of (a) obligations of governments and agencies rated not lower than A-2 by Standard & Poor's Corporation or P-2 by Moody's Investors Service, Inc., maturing within 365 days, (b) commercial paper having one of the ratings referred to above, with maturities of not more than 12 months, (c) time deposits in banks that are subject to regulation by a national banking regulator and have one of the ratings referred to above, maturing within 365



days and (d) money market mutual funds which are reasonably believed by the Fund to consist primarily of items described in one or more of the foregoing Clauses (a), (b) and (c). Notwithstanding the foregoing, nothing in this definition shall restrict the ability of the Fund to hold cash or demand deposits, of any currency, pending investment

**"Transaction Income"**

means all transaction fees, break-up fees and monitoring fees or other similar fees (net of related expenses including, without limitation, travel and lodging, out-of-pocket expenses, taxes and social contributions) paid directly or indirectly to the AIFM or its Affiliates in connection with any Investment or any unconsummated transaction (i.e. any proposed Investment which is not ultimately made by the Fund); provided that if any interest in such Investment is also acquired by other Partners Group Clients or third parties (e.g. co-investors), then only such portion of fees that is fairly allocable to the Investment of the Fund shall be included; and provided further that Transaction Income shall exclude Operational Services Amounts, Related OpCo Fees and Downstream Internal Service Costs;

**"USD"**

the lawful currency of the United States of America

**"US Person"**

has the meaning given in Regulation S promulgated under the Securities Act, as amended, supplemented, re-enacted or replaced from time to time

**"Valuation Day"**

means the last Business Day of the respective calendar month

**"Valuation Point"**

means close of business in Luxembourg on the Valuation Day

**"Warehoused Investments"**

has the meaning set out in section 26 of this Prospectus.

## Sustainable investment

means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not include a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

## ANNEX 1

### Template PRE-CONTRACTUAL DISCLOSURE FOR THE FINANCIAL PRODUCTS REFERRED TO IN ARTICLE 8, PARAGRAPHS 1, 2 AND 2A, OF REGULATION (EU) 2019/2088 AND ARTICLE 6, FIRST PARAGRAPH, OF REGULATION (EU) 2020/852

**Product name:** The Partners Fund SICAV (the Fund)

**Legal entity identifier:** 549300YK83TCNXD3LU49

## Environmental and/or social characteristics

### Does this financial product have a sustainable investment objective?

☒ ☐ Yes

☐ It will make a minimum of **sustainable investments with an environmental objective:** \_\_\_\_ %

☐ in economic activities that qualify as environmentally sustainable under the EU Taxonomy

☐ in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

☐ It will make a minimum of **sustainable investments with a social objective:** \_\_\_\_ %

☒ ☐ No

☐ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of \_\_\_\_ % of sustainable investments

☐ with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy

☐ with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

☐ with a social objective

☒ It promotes E/S characteristics, but **will not make any sustainable investments**



### Sustainability indicators

measure how the sustainable objectives of this financial product are attained.

### What environmental and/or social characteristics are promoted by this financial product?

The environmental and social characteristics promoted by this Fund are:

- 1) in respect of private debt, listed, private real estate, private equity and private infrastructure investments:
  - a) a reduction in investments in fossil fuels; and
  - b) an avoidance of investments in the deforestation or burning of natural ecosystems for the purposes of land clearance; and
- 2) in respect of private real estate investments, in addition to the characteristics set out under sub-paragraph (1) above, a reduction in the energy consumption intensity of "**Controlled Investments**" (*i.e.*, direct investments in which the Fund, alone or in combination with any other fund, partnership, entity or vehicle managed and/or advised by Partners Group holds a controlling interest, directly or indirectly, of more than 50%);
- 3) in respect of private equity and private infrastructure Controlled Investments (in addition to the characteristics set out under sub-paragraph (1) above):
  - a) a safer and healthier physical work environment related to portfolio companies; and
  - b) positively promote gender diversity of the boards of portfolio companies; and
- 4) in respect of private infrastructure Controlled Investments (in addition to the characteristics set out under sub-paragraphs (1) and (3) above), a reduction in the carbon emissions of portfolio companies.

a reference benchmark has not been designated for the purpose of attaining the environmental or social characteristics promoted by this Fund.


- ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***


In order to measure attainment of the individually listed characteristics above promoted by this Fund, the AIFM will actively monitor the indicators set out below and will review progress on a regular basis:

- 1) in respect of private debt, listed, private real estate, private equity and private infrastructure investments, the Fund's exposure to assets that are directly related to the deforestation or burning of natural ecosystems for the purposes of land clearance;
- 2) in respect of listed investments, in addition to the indicator set out at sub-paragraph (1) above, the Fund's exposure to assets whose main product and/or services: (a) supports thermal coal extraction, transportation or use for energy generation; (b) supports the use of crude oil in the transportation and power generation sector; (c) are linked to the coal and oil upstream industry (*e.g.*, drilling rig operators, fracking

- sand suppliers and oilfield service providers); and (d) are the treatment and/or provision of logistics services for Canadian oil sands;
- 3) in respect of private debt investments, in addition to the indicator set out at sub-paragraph (1) above, the Fund's exposure to assets whose main product and/or services supports thermal coal extraction, transportation or use for energy generation;
  - 4) in respect of private real estate investments, in addition to the indicator set out at sub-paragraph (1) above:
    - a) the Fund's exposure to fossil fuels through real estate assets; and
    - b) each Controlled Investment's kWh/GWh per square meter per year;
  - 5) in respect of private equity and private infrastructure investments, in addition to the indicator set out at sub-paragraph (1) above:
    - a) the Fund's exposure to assets whose main business is the exploration or direct extraction or production of fossil fuels, regardless of origin or use; and
    - b) workplace physical health and safety incidents in relation to a portfolio company that is a Controlled Investment, that result in death or permanent disability; and
    - c) the average ratio of female to male board members in portfolio companies that are Controlled Investments, expressed as a percentage of all board members; and
  - 6) in respect of private infrastructure Controlled Investments, in addition to the indicators set out in sub-paragraphs (1) and (5) above, the amount of emissions of carbon dioxide equivalent (CO<sub>2</sub>eq) released by portfolio Companies that are Controlled Investments per unit of output energy used.

The AIFM takes a comprehensive approach to drive transparency by actively promoting the improvement of the disclosure maturity received in relation to the Fund's private debt, private real estate, private equity and private infrastructure investments. The AIFM prioritises the importance of transparency of data relating to environmental, social and governance issues and utilises the principle adverse impact (PAI) indicators in order to assess the maturity of the data disclosed by the Fund's private real estate, private equity and private infrastructure direct investments and private debt investments, in particular, the completeness and accuracy of data provided. In an effort to improve the Fund's data relating to environmental, social and governance issues, the AIFM assesses the maturity of the available data annually, and actively seeks to improve disclosure in respect of private real estate, private equity and private infrastructure direct investments and private debt investments, by highlighting and escalating the Fund's data maturity to: (1) the investment responsible and the management committee in respect of private equity and private infrastructure Controlled Investments; (2) the Partners Group investment responsible and/or in discussions with the sponsor in respect of private debt investments; (3) the relevant asset operator in respect of private real estate Controlled Investments; (4) with the appropriate contact point given the ownership and structure of the investment relationship in respect of private real estate, private equity and private infrastructure "**Non-Controlled Investments**" (*i.e.*, all other private real estate, private equity and private infrastructure direct investments that are not "Controlled Investments" as described above); and (5) the relevant parties, from a total investment coverage perspective in respect of private real estate Non-Controlled Investments. On an ongoing basis, the AIFM will make use of the level of control that the Fund has in respect of a private real estate, private equity or private infrastructure direct investment to highlight any concerns and/or expectations for improvement in respect of a private real estate, private equity or private infrastructure direct investment's disclosures. The AIFM aims to improve the disclosure maturity of the Fund in

	the short and medium term and to fully and accurately be able to assess the environmental, social and governance status of the Fund's private real estate, private equity or private infrastructure direct investments and private debt investments both quantitatively and qualitatively. The AIFM will use such assessment to drive transparency and to implement strategic value creation.
	<ul style="list-style-type: none"><li>• <b><i>What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?</i></b></li></ul>
	Not applicable.
	<ul style="list-style-type: none"><li>• <b><i>How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?</i></b></li></ul>
	Not applicable.
	<i>How have the indicators for adverse impacts on sustainability factors been taken into account?</i>
	Not applicable.
	<i>How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights?</i>
	Not applicable.
	<i>The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.</i>  <i>The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.</i>  <i>Any other sustainable investments must also not significantly harm any environmental or social objectives.</i>
	<b>Does this financial product consider principal adverse impacts on sustainability factors?</b>
	<input checked="" type="checkbox"/> Yes
	<p>In connection with the environmental and social characteristics promoted by the Fund, the Fund considers the principal adverse impacts on sustainability factors from Annex I of the Commission Delegated Regulation (EU) 2022/1288 supplementing the Disclosure Regulation. These indicators will be subject to a materiality assessment with respect to the Fund's investment strategy and individual investments.</p> <p>Principal adverse impacts are considered by the Fund through the processes and approaches detailed in the description of the Fund's investment strategy and the binding elements below.</p> <p>Information about principal adverse impacts on sustainability factors by the Fund can be found under the heading "Principal adverse impacts on sustainability factors" on the</p>

	<p>following website: <a href="https://www.partnersgroup.com/en/about-us/our-impact/sustainability-related-disclosures">https://www.partnersgroup.com/en/about-us/our-impact/sustainability-related-disclosures</a></p> <p>Further information on principal adverse impacts will be provided in an annex to the Fund's annual report.</p>
<input type="checkbox"/> No	
 <p><b>The investment strategy</b> guides investment decisions based on factors such as investment objectives and risk tolerance.</p>	<p><b>What investment strategy does this financial product follow?</b></p> <p>The primary investment objective of the Fund is to achieve capital growth over the medium to long-term by investing in various alternative asset classes and/or alternative investment strategies. The Fund's investments will be subject to a well-defined diversification in order to reduce risks associated with alternative investments, and the Fund will provide for monthly liquidity for investors.</p> <p>To offer investors the attractive risk/return potential of a combined alternative investment portfolio, the Fund may invest worldwide in a combination of different alternative asset classes and/or alternative investment strategies including (i) private alternative investment strategies and (ii) public alternative investment strategies.</p> <p>The AIFM will aim to reduce investment risks by selecting investments based on strict criteria and by diversifying the individual investments selected.</p> <p><b>Private alternative investment strategies</b> The Fund may invest in various private alternative investment strategies such as private equity, private debt, private real estate, private infrastructure, resources, commodities and other private market investments.</p> <p><b>Public alternative investment strategies</b> The Fund may invest in various public alternative investment strategies such as hedge funds, alternative beta strategies, listed private equity, listed real estate, listed infrastructure, insurance linked securities and other public alternative investments.</p> <p>The Fund may also invest in other funds which pursue any of the above mentioned investment strategies.</p> <p>The AIFM implements this investment strategy on a continuous basis as follows:</p> <p><b>Sourcing</b> In respect of listed, private debt, private real estate, private equity and private infrastructure investments, for the purposes of the Fund's promotion of: (1) a reduction in fossil fuels; (2) an avoidance of investments in the deforestation or burning of natural ecosystems for the purposes of land clearance; and (3) in respect of private real estate investments only, the reduction in the energy consumption intensity of private real estate Controlled Investments, the relevant exclusion criteria will apply, as set out in the description of the binding elements below.</p> <p><b>Due Diligence</b> During the due diligence process:</p> <ol style="list-style-type: none"> <li>1) in respect of listed and private debt investments , any proposed listed or private debt investment that would be in contravention of the relevant exclusion criteria (as set out in the description of the binding elements below) will not proceed;</li> <li>2) in respect of private real estate Controlled Investments, for the purposes of the Fund's promotion of a reduction in the energy consumption intensity of a potential private real estate Controlled Investment, the investment team will assess the energy consumption intensity of a potential private real estate Controlled</li> </ol>

	<p>Investment, by reference to such Controlled Investment's kWh/GWh per square meter;</p> <p>3) in respect of private equity investments, for the purposes of the Fund's promotion of a reduction in fossil fuels, in respect of any proposed secondary investment, the responsible investment committee must be informed if the proposed portfolio includes investments in assets:</p> <ul style="list-style-type: none"> <li>a) whose main product or service is thermal coal extraction, transportation or use for energy generation;</li> <li>b) whose main business is the exploration, direct extraction or production of, or treatment and logistics services for, Canadian oil sands;</li> <li>c) whose main product or service is: (i) crude oil exploration, production, refinement, transportation or storage; or (ii) refined oil products transportation or storage (however, this does not prevent investments involving petrochemicals or substances refined from petroleum, investments that involve low carbon fuels and chemical companies that use oil derivatives as raw materials; provided, that such chemical companies have plans in place to develop safer and/or more sustainable chemicals); or</li> <li>d) which is a service provider for the coal and oil upstream industry (e.g., drilling rig operator, fracking sand supplier or oilfield service provider).</li> </ul> <p>To the extent that the proposed private equity secondary investment contains investments in such assets, the Fund's proportion of the net asset value of such assets to the Fund's total acquisition cost of the secondary investment will be assessed. If the thresholds set out in the description of the binding elements below are exceeded, the proposed secondary investment will be excluded. If the total net asset value of such assets exceeds 10% but is lower than 20% of the Fund's acquisition cost, the potential secondary investment will be escalated for review by the Partners Group ESG &amp; Sustainability Team and discussion with the responsible investment committee. For the avoidance of doubt, nothing prevents the Fund from investing in private equity secondary investments which plan to reduce their exposure to fossil fuels;</p> <p>4) in respect of private infrastructure investments:</p> <ul style="list-style-type: none"> <li>a) for the purposes of the Fund's promotion of a reduction in fossil fuels, in respect of any proposed secondary investment, the responsible investment committee must be informed if the proposed portfolio includes investments in assets whose: <ul style="list-style-type: none"> <li>i. main product or service supports thermal coal extraction, transportation or use for energy generation;</li> <li>ii. main business activity supports the treatment and logistics services for Canadian oil sands; or</li> <li>iii. main business activity supports the use of crude oil in the transportation and power generation sector (however, this does not prevent investments involving petrochemicals or substances refined from petroleum).</li> </ul> </li> </ul> <p>To the extent that the proposed private infrastructure secondary investment contains investments in such assets, the Fund's proportion of the net asset value of such assets to the Fund's total acquisition cost of the secondary investment will be assessed. If the thresholds set out in the</p>
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description of the binding elements below are exceeded, the proposed secondary investment will be excluded. If the total net asset value of such assets exceeds 10% but is lower than 20% of the Fund's acquisition cost, the potential secondary investment will be escalated for review by the Partners Group ESG & Sustainability Team and discussion with the responsible investment committee. For the avoidance of doubt, nothing prevents the Fund from investing in private infrastructure secondary investments which plan to reduce their exposure to fossil fuels; and

- b) for the purposes of the Fund's promotion of a reduction in carbon emissions, in respect of any proposed private infrastructure Controlled Investment the investment team will assess the carbon exposure of a potential investment by considering:
  - i. the emissions intensity of a proposed Controlled Investment; and
  - ii. whether the proposed Controlled Investment directly or indirectly enables the transition to a low-carbon economy.

Based on the investment team's assessment of the potential private infrastructure Controlled Investment's carbon emission exposure (along with other factors), the investment opportunity will either be recommended to the responsible investment committee, escalated for further discussion with the Partners Group ESG & Sustainability Team and the responsible investment committee, or discontinued.

#### **Acquisition**

In respect of private equity and private infrastructure primary investments, for the purposes of the Fund's promotion of: (i) a reduction in fossil fuels; and (ii) an avoidance of investments in the deforestation or burning of natural ecosystems for the purposes of land clearance, where relevant the AIFM will seek to obtain side letter terms for each primary investment confirming that either: (a) the target fund will not make; or (b) the Fund will be excused from participating in, investments that directly relate to:

- 1) the establishment of new thermal coal mining or coal-fired electricity generation capacity;
- 2) the exploration, direct extraction or production of, and treatment and logistics services for, Canadian oil sands; and
- 3) the deforestation or burning of natural ecosystems for the purpose of land clearance.

Any proposed deviations to the Fund's requirements regarding the above will be escalated to the responsible investment committee.

#### **Monitoring**

During ownership of a listed, private debt, private real estate, private equity or private infrastructure investment, the AIFM will monitor the relevant indicators set out above, on a regular basis. In addition:

- 1) in respect of private real estate Controlled Investments, for the purposes of the Fund's promotion of a reduction in energy consumption intensity, on an annual basis during ownership, the Fund will monitor the energy consumption intensity of each private real estate Controlled Investment based on the GWh of such private real estate Controlled Investment per square meter. private real estate Controlled Investments will then be ranked from highest to lowest according to their kWh/GWh per square meter per year; and
- 2) in respect of private equity and private infrastructure Controlled Investments, a workplace physical health and safety incident in relation to a Controlled Investment



	<p>that is categorised as medium or severe (in terms of potential financial and/or reputational impact) will be escalated to the investment responsible at the AIFM who, together with other relevant departments within Partners Group, will work with the appointed incident reporting contact at the relevant portfolio company to define appropriate follow-up actions. Such follow-up actions are monitored, and their status is reported to the investment oversight committee on a periodic basis.</p> <p><b>Engagement</b></p> <ol style="list-style-type: none"> <li>1) For the purposes of the Fund's promotion of a reduction in energy consumption intensity of private real estate Controlled Investments, private real estate Controlled Investments which rank in the lowest quartile based on the assessment described under the heading "Monitoring" above will be assigned to the "red field" and the Management Committee will be actively engaged to assess and reduce the energy consumption of any such Controlled Investments; and</li> <li>2) in respect of private equity and private infrastructure Controlled Investments, for the purposes of the Fund's promotion of: <ol style="list-style-type: none"> <li>a) a safer and healthier physical work environment related to portfolio companies: <ol style="list-style-type: none"> <li>i. portfolio companies will be required to acknowledge and adopt the Fund's incident reporting policy at the portfolio company's first board meeting following acquisition by the Fund;</li> <li>ii. primary and secondary incident reporting contacts will be appointed at the portfolio company; and</li> <li>iii. the primary incident reporting contact will be required: (x) on a semi-annual basis, to disclose all threatened and actual litigation related to physical workplace safety with potential damages over a certain level; and (y) on an annual basis, to confirm that all reportable incidents were reported to the Fund during the previous calendar year; and</li> </ol> </li> <li>b) a gender diverse board of portfolio companies during the first year following the Fund's acquisition of a portfolio company, the AIFM will engage with the portfolio company's board to develop a diversity and inclusion strategy that will outline how the board will drive increased gender diversity at the board level.</li> </ol> </li> </ol>
	<ul style="list-style-type: none"> <li>● <b><i>What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?</i></b></li> </ul>
	<ol style="list-style-type: none"> <li>1) In respect of listed investments, the Fund will not enter into a proposed investment: <ol style="list-style-type: none"> <li>a) whose main product and/or services: <ol style="list-style-type: none"> <li>i. supports thermal coal extraction, transportation or use for energy generation;</li> <li>ii. supports the use of crude oil in the transportation and power generation sector;</li> <li>iii. are linked to the coal and oil upstream industry (e.g., drilling rig operators, fracking sand suppliers and oilfield service providers); or</li> </ol> </li> </ol> </li> </ol>


	<p>iv. are the treatment and/or provision of logistics services for Canadian oil sands; or</p> <p>b) that is engaged in deforestation or the burning of natural ecosystems for the purpose of land clearance;</p> <p>provided, that a potential investment that falls within the exclusions set out at item (1)(a) above may not be prohibited to the extent that such potential investment has in place an appropriate carbon reduction strategy in support of such potential investment's low carbon transition.</p>
2)	<p>In respect of private debt investments, the Fund will not enter into a proposed investment:</p> <p>a) whose main product and/or services supports thermal coal extraction, transportation or use for energy generation; or</p> <p>b) that is engaged in deforestation or the burning of natural ecosystems for the purpose of land clearance.</p>
3)	<p>In respect of private real estate direct investments, the Fund is prohibited from investing in an asset:</p> <p>a) whose main business, product or service:</p> <p>i. is the exploration, direct extraction or production of fossil fuels;</p> <p>ii. whose main product or service supports thermal coal extraction, transportation or use for energy generation, and which has no plans to reduce this over time;</p> <p>iii. whose main product or service supports: (x) crude oil exploration, production, refinement, transportation or storage; or (y) refined oil product transportation or storage (however, this does not prevent investments involving petrochemicals or substances refined from petroleum);</p> <p>iv. which is a service provider for the oil and gas upstream industry (e.g., drilling rig operator, frac sand supplier or oilfield service provider); or</p> <p>v. provides treatment and logistics services for Canadian oil sands;</p> <p>b) that is unable to make any improvement to the resource consumption and/or carbon footprint of the relevant building, unless such asset is already best in class; or</p> <p>c) that is engaged in deforestation or the burning of natural ecosystems for the purpose of land clearance.</p>
4)	<p>In respect of private equity direct investments, the Fund is prohibited from investing in an asset:</p> <p>a) whose main product or service supports thermal coal extraction, transportation or use for energy generation, and which has no plans to reduce this over time (excluding business which plan to reduce their exposure to this sector);</p> <p>b) whose main product or service supports: (i) crude oil exploration, production, refinement, transportation or storage; or (ii) refined oil product</p>

	<p>transportation or storage (however, this does not prevent investments involving petrochemicals or substances refined from petroleum, investments that involve low carbon fuels and chemical companies that use oil derivatives as raw materials; provided such chemical companies have plans in place to develop safer and/or more sustainable chemicals);</p> <ul style="list-style-type: none"> <li>c) which is a service provider for the coal and oil upstream industry (e.g., drilling rig operator, fracking sand supplier or oilfield service provider);</li> <li>d) that provides treatment and logistics services for Canadian oil sands; or</li> <li>e) that is related to the deforestation or burning of natural ecosystems for the purposes of land clearance;</li> </ul> <p>provided, that a potential direct investment that falls within the exclusions set out at items (4)(a) to (4)(d) above may not be prohibited to the extent that an appropriate carbon reduction strategy may be developed and implemented in support of such potential direct investment's low carbon transition.</p>
5)	<p>In respect of private infrastructure direct investments, the Fund is prohibited from investing in an asset:</p> <ul style="list-style-type: none"> <li>a) whose main product or service supports thermal coal extraction, transportation or use for energy generation;</li> <li>b) whose main business activity supports the use of crude oil in the transportation and power generation sector (however, this does not prevent investments involving petrochemicals or substances refined from petroleum);</li> <li>c) which is a service provider for the coal and oil upstream industry (e.g., drilling rig operator, fracking sand supplier or oilfield service provider);</li> <li>d) that provides treatment and logistics services for Canadian oil sands; or</li> <li>e) that is related to the deforestation or burning of natural ecosystems for the purposes of land clearance;</li> </ul> <p>provided, that a potential direct investment that falls within the exclusions set out at items (5)(a) to (5)(d) above may not be prohibited to the extent that an appropriate carbon reduction strategy may be developed and implemented in support of such potential direct investment's low carbon transition.</p>
6)	<p>In respect of private equity secondary investments, the Fund will not enter into a proposed secondary investment:</p> <ul style="list-style-type: none"> <li>a) which includes businesses responsible for the deforestation or burning of natural ecosystems for the purpose of land clearance;</li> <li>b) where the total net asset value of such secondary investment's assets whose: <ul style="list-style-type: none"> <li>i. main product or service is thermal coal extraction, transportation or use for energy generation (excluding business which plan to reduce their exposure to this sector); and</li> <li>ii. main business is the exploration, direct extraction or production of, or treatment and logistics services for, Canadian oil sands,</li> </ul> </li> </ul>

	<p>exceeds 10% of the Fund's proposed acquisition cost of the secondary investment and there is no viable alternative for the Fund to avoid such exposure; or</p> <p>c) the total net asset value of such proposed secondary investment's assets:</p> <ul style="list-style-type: none"> <li>i. whose main product or service is thermal coal extraction, transportation or use for energy generation (excluding business which plan to reduce their exposure to this sector);</li> <li>ii. whose main business is the exploration, direct extraction or production of, or treatment and logistics services for, Canadian oil sands;</li> <li>iii. whose main product or service is: (x) crude oil exploration, production, refinement, transportation or storage; or (y) refined oil products transportation or storage (however, this does not prevent investments involving petrochemicals or substances refined from petroleum, investments that involve low carbon fuels and chemical companies that use oil derivatives as raw materials; provided such chemical companies have plans in place to develop safer and/or more sustainable chemicals); and</li> <li>iv. which is a service provider for the coal and oil upstream industry (e.g., drilling rig operator, fracking sand supplier or oilfield service provider);</li> </ul> <p>exceeds 20% of the Fund's proposed acquisition cost of the secondary investment and there is no viable alternative for the Fund to avoid such exposure.</p>
7)	<p>In respect of private infrastructure secondary investments, the Fund will not enter into a proposed secondary investment:</p> <ul style="list-style-type: none"> <li>a) which includes businesses responsible for the deforestation or burning of natural ecosystems for the purpose of land clearance;</li> <li>b) where the total net asset value of such secondary investment's assets whose: <ul style="list-style-type: none"> <li>i. main product or service supports thermal coal extraction, transportation or use for energy generation; and</li> <li>ii. main business is the treatment and logistics services for Canadian oil sands,</li> </ul> <p>exceeds 10% of the Fund's proposed acquisition cost of the secondary investment and there is no viable alternative for the Fund to avoid such exposure; or</p> </li> <li>c) the total net asset value of such proposed secondary investment's assets whose: <ul style="list-style-type: none"> <li>i. main product or service supports thermal coal extraction, transportation or use for energy generation;</li> <li>ii. main business is the treatment and logistics services for Canadian oil sands; and</li> </ul> </li> </ul>

	<p>iii. whose main business activity supports the use of crude oil in the transportation and power generation sector (however, this does not prevent investments involving petrochemicals or substances refined from petroleum),</p> <p>exceeds 20% of the Fund's proposed acquisition cost of the secondary investment and there is no viable alternative for the Fund to avoid such exposure.</p>
	<ul style="list-style-type: none"> <li>• <b><i>What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?</i></b></li> </ul>
	<p>Not applicable.</p>
	<ul style="list-style-type: none"> <li>• <b><i>What is the policy to assess good governance practices of the investee companies?</i></b></li> </ul>
	<ol style="list-style-type: none"> <li>1) In respect of listed investments, the AIFM will conduct due diligence of based on the applicable Sustainability Accounting Standards Board governance factors. Where the Fund holds a listed investment which provides the Fund with a discretion to vote on a proxy stemming from such listed investment (a "<b>Proxy Request</b>"), the AIFM will make a decision on such Proxy Requests to protect and promote the economic value of such investment and, in applying its discretion, the AIFM will take into account a range of considerations, including local corporate governance practices, applicable regulations specific to such investment and the particular Proxy Request. In relation to governance issues in particular, the AIFM may consider, amongst others: (a) factors relevant to the independence and effectiveness of the board (e.g., separation of roles, appropriate governance committees and the independence and effectiveness of the directors); (b) board and executive remuneration; (c) robust and transparent accounts, audits and internal controls; (d) capital structures and shareholder rights and protections; (e) policies and procedures for identifying and managing material environmental and/or social risks factors; and (f) transparent, legal political donations and lobbying that are not at the expense of public welfare.</li> <li>2) In respect of all private debt investments, the AIFM will conduct due diligence based on the applicable Sustainability Accounting Standards Board governance factors. On an ongoing basis, the AIFM will engage with private debt investments as appropriate regarding management and employee matters.</li> <li>3) Where the Fund makes direct investments private real Estate assets, governance practices are not applicable to such direct investments during ownership.</li> <li>4) In respect of private equity and private infrastructure Controlled Investments, the AIFM expects in most cases to restructure the board following acquisition. On an ongoing basis the AIFM intends to focus on the four good governance pillars of the Disclosure Regulation: <ol style="list-style-type: none"> <li>a) <b>sound management structure:</b> including: (i) ongoing assessments of the functioning of the board, establishment of relevant committees and the development of talent; (ii) establishing a systematic and centralised incident monitoring, reporting and handling framework; and (iii) establishing a dedicated risk and audit committee and making other recommendations and/or developing initiatives tailored to the specific Controlled Investment;</li> <li>b) <b>employee relations and staff remuneration:</b> including: (i) requiring the development of a tailored employee engagement initiative; (ii) development of programmes to re-invest in employee focus areas or</li> </ol> </li> </ol>

Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.

	<p>increase employee participation; and (iii) implementing a diversity and inclusion strategy; and</p> <p>c) <b>tax compliance:</b> including undertaking tax due diligence, with specialist support, on the basis of detailed guidance documents.</p> <p>5) In respect of private real estate, private equity and private infrastructure Non-Controlled Investments in portfolio companies, the AIFM will conduct due diligence based on the applicable Sustainability Accounting Standards Board governance factors. On an ongoing basis, the AIFM will engage with Non-Controlled Investments as appropriate regarding management and employee matters.</p> <p>6) In respect of private real Estate, private equity and private infrastructure primary investments, during the due diligence phase, the AIFM will assess the relevant primary investment's existing frameworks and track record (where applicable) with regards to good governance, including compliance with relevant guidelines, cybersecurity, responsible employment and contracting and incident management.</p> <p>7) In respect of private real estate, private equity and private infrastructure secondary investments, the AIFM will: (a) during the due diligence phase, assess; and (b) during the holding period, monitor, the reputation of underlying assets based on relevant news reports related to such asset.</p>
 <p><b>Asset allocation</b> describes the share of investments in specific assets.</p>	<p><b>What is the asset allocation planned for this financial product?</b></p> <p>To offer investors the attractive risk/return potential of a combined alternative investment portfolio, the Fund may invest worldwide in a combination of different alternative asset classes and/or alternative investment strategies including (i) private alternative investment strategies and (ii) public alternative investment strategies.</p> <p>The AIFM will aim to reduce investment risks by selecting investments based on strict criteria and by diversifying the individual investments selected.</p> <p><b><i>Private alternative investment strategies</i></b></p> <p>The Fund may invest in various private alternative investment strategies such as private equity, private debt, private real estate, private infrastructure, resources, commodities and other private market investments.</p> <p><b><i>Public alternative investment strategies</i></b></p> <p>The Fund may invest in various public alternative investment strategies such as hedge funds, alternative beta strategies, listed private equity, listed real estate, listed infrastructure, insurance linked securities and other public alternative investments.</p> <p>The Fund may also invest in other funds which pursue any of the above mentioned investment strategies.</p> <p>The Fund's portfolio allocation may vary and may be adjusted, depending on the AIFM's assessment of, for example, the portfolio, financial markets, economic environment and outlook or availability of investment opportunities.</p> <p>The Fund may invest in the following instruments:</p> <ul style="list-style-type: none"> <li>(i) listed and unlisted securities;</li> <li>(ii) collective investment schemes;</li> <li>(iii) closed-end funds and investment companies;</li> <li>(iv) loan agreements (including mezzanine and senior loans);</li> <li>(v) derivative instruments and other debt instruments;</li> <li>(vi) commodities; and</li> <li>(vii) cash and cash equivalents.</li> </ul> <p>The Fund may invest in such instruments through, fully or partially owned, intermediate companies, investment vehicles and similar structures (including companies, vehicles and</p>

structures managed or administered by the AIFM or its affiliates) as deemed appropriate by the AIFM.

### **Currency Hedging**

The Fund currently intends to partially hedge its foreign exchange exposure. Depending on then prevailing circumstances, the Fund may or may not hedge its foreign exchange exposure fully or partially. It has no obligation to hedge any foreign exchange exposure at all.

### **Liquidity Management**

For the purpose of liquidity management, the Fund is expected to hold liquid assets. Such assets may be kept in current accounts, or short term money market instruments. Further, the Fund may establish credit facilities with lenders, including affiliates of the AIFM, for liquidity management purposes (including, for example the financing of investments or redemption request).

The Fund will make investments in accordance with the investment strategy described above.

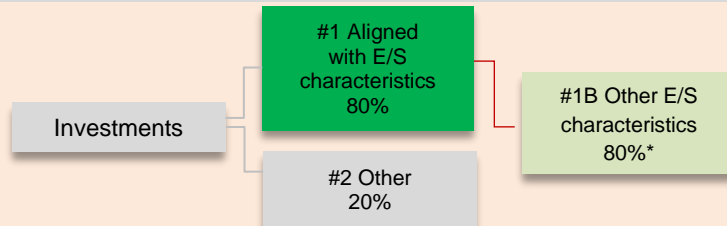
In accordance with the binding elements of the Fund's investment strategy, a minimum of 80% the Fund's assets will be invested in investments used to attain the environmental and social characteristics promoted by the Fund.

The remaining portion of the assets invested by the Fund are in hedging and liquid assets which are used for efficient liquidity, portfolio management and/or cost management purposes and which do not form part of the Fund's investment portfolio. Such hedging and liquid assets will fluctuate during the life of the Fund and minimum environmental and/or social safeguards are not expected to apply to such hedging and liquid assets.

For the avoidance of doubt, any cash and other balance sheet items that are not invested are not considered to be investments for these purposes.

**Taxonomy-**  
aligned  
activities are  
expressed as a  
share of:

- **turnover**  
reflecting the  
share of  
revenue from  
green activities  
of investee  
companies
- **capital  
expenditure**  
(CapEx)  
showing the  
green  
investments  
made by  
investee  
companies, e.g.  
for a transition  
to a green  
economy.
- **operational  
expenditure**




**#1 Aligned with E/S characteristics** includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

**#2 Other** includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

The sub-category **#1B Other E/S characteristics** covers investments aligned with the environmental or social characteristics that do not qualify as sustainable investments.

\*The reference to 80% shall be understood as a reference to 80% of the Fund's assets as further set-out herein.

	<ul style="list-style-type: none"> <li>• <b><i>How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?</i></b></li> </ul>	
	Not applicable.	
	<b>To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?</b>	
	<p>While the Fund promotes environmental characteristics within the meaning of Article 8 of the Disclosure Regulation, it does not currently commit to investing in "sustainable investments". It is expected that 0% of the Fund's investments will be aligned with the EU Taxonomy.</p>	
	<b>Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?</b>	
	<input type="checkbox"/> Yes:	
	<input type="checkbox"/> In fossil gas	<input type="checkbox"/> In nuclear energy
	<input checked="" type="checkbox"/> No	

<sup>1</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective – see explanatory note in the left margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.



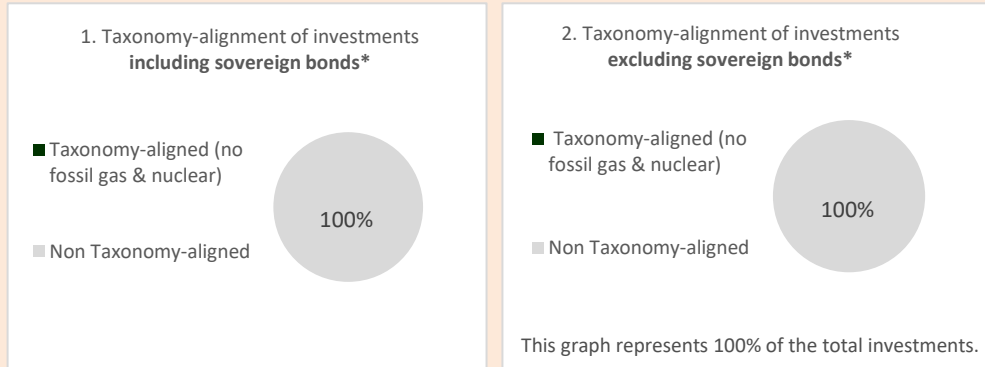
To comply with the EU Taxonomy, the criteria for fossil gas include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For nuclear energy, the criteria include comprehensive safety and waste management rules.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective.

**Transitional activities** are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

**Reference benchmarks** are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds\*, the first paragraph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.



\*For the purpose of these graphs, "sovereign bonds" consist of all sovereign exposures

- **What is the minimum share of investments in transitional and enabling activities?**

Not applicable.



**What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?**

It is not expected that the Fund will make sustainable investments. It is expected that the Fund will be 100% not aligned with the EU Taxonomy.



**What is the minimum share of socially sustainable investments?**

Not applicable.



**What investments are included under "#2 Other", what is their purpose and are there any minimum environmental or social safeguards?**

The investments referred to under "#2 Other" above are investments made by the Fund in hedging and liquid assets which is used for efficient liquidity, portfolio management and/or cost management purposes and which do not form part of the Fund's investment portfolio. Such hedging and liquid assets will fluctuate during the life of the Fund and minimum environmental and/or social safeguards are not expected to apply to such hedging and liquid assets.




**Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?**

The Fund will pursue the investment strategy set out above and does not invest by reference to an index and does not intend to do so.



are environmentally sustainable investments that do not take into account the criteria for environmentally sustainable economic activities under the EU Taxonomy.

	<ul style="list-style-type: none"> <li>• <b><i>How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?</i></b></li> </ul>
	Not applicable.
	<ul style="list-style-type: none"> <li>• <b><i>How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?</i></b></li> </ul>
	Not applicable.
	<ul style="list-style-type: none"> <li>• <b><i>How does the designated index differ from a relevant broad market index?</i></b></li> </ul>
	Not applicable.
	<ul style="list-style-type: none"> <li>• <b><i>Where can the methodology used for the calculation of the designated index be found?</i></b></li> </ul>
	Not applicable.
	<b>Where can I find more product specific information online?</b>
	<p>More product-specific information on the Fund can be found on the website:  <a href="https://www.partnersgroup.com/en/about-us/our-impact/sustainability-related-disclosures">https://www.partnersgroup.com/en/about-us/our-impact/sustainability-related-disclosures</a></p>