

Specific Terms – Depository Services for Luxembourg non-AIF regulated funds

1. Definitions

Unless specified otherwise in the Agreement, capitalized terms will have the following meaning:

Defined Term	Definition
Asset	any asset of the Fund, including each Custodial Asset, Other Asset and Cash.
Cash	any cash belonging to the Fund that is held with a Credit Institution.
Corporate Actions	any voting right, call for redemption, grant or expiration of conversion or subscription rights, merger, offer, consolidation, reorganization and capitalization and any other corporate action affecting any Asset.
Credit Institution	<ol style="list-style-type: none"> (1) a central bank, (2) an EU credit institution, authorized under the EU Capital Requirements Directive (3) a bank authorized in a third country (or another entity of the same nature) in the relevant market where cash accounts are required, provided that such entity is subject to effective prudential regulation and supervision which has (a) the same effect as European Union law and (b) is effectively enforced in accordance with the principles set out in article 16 of Commission Directive 2006/73/EC of 10 August 2006.
CSSF Circular 18/697	the circular published by the CSSF that specifies organizational arrangements applicable to fund depositaries, which are not subject to Part I of the UCI Law.
Custodial Assets	each Asset, which is a Financial Instrument that can be held in custody (within the meaning of article 19(8) of the Luxembourg Law of 12 July 2013 on alternative investment fund managers, i.e. without prejudice to the following paragraphs, all Financial Instruments) belongs to the Fund and is:

	<p>(1) a Transferable Security, money market instrument or UCI Unit, capable of being or held in an account directly or indirectly in the name of Gen II; or</p> <p>(2) able to be physically delivered to Gen II, but not a Financial Instrument that is:</p> <p>(1) in accordance with Applicable Law, only directly registered in the name of the Fund with the issuer or an agent of the issuer, such as a registrar or a transfer agent;</p> <p>(2) provided as collateral by or for the account of the Fund to a third party under a title transfer arrangement;</p> <p>(3) provided as collateral by or for the account of the Fund to a third party under a security arrangement providing for a right of use in favor of the counterparty, but only to the extent the counterparty has effectively exercised its right of use; and</p> <p>(4) provided as collateral by a third party for the benefit of the Fund under a security arrangement that does not involve a title transfer.</p> <p>To the extent permitted in accordance with Applicable Law, the Parties hereby agree that:</p> <p>(1) “in accordance with Applicable Law” in this definition will be interpreted as meaning that direct registration (in the name of the Fund with the issuer or an agent of the issuer) is not prohibited under the national law applicable to the issuer of the relevant Financial Instrument;</p> <p>(2) “only directly registered” in this definition means that:</p> <p>(A) ownership of the relevant Financial Instrument results from the registration of such Financial Instrument in the relevant register held by the issuer or the agent of the issuer in the name of the Fund;</p> <p>(B) Gen II has received confirmation (in a form acceptable to Gen II) from the Fund, the issuer or the agent of</p>
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	<p>the issuer that the relevant Financial Instrument is recorded in the register held by the issuer or the agent of the issuer in the name of the Fund;</p> <p>(C) the Fund is able to exercise its rights (including the right to transfer title) over the relevant Financial Instruments without the assistance of Gen II,</p> <p>without prejudice, subject to compliance with item (C) above, to the right of the Fund to grant a power of attorney to Gen II to enable the latter to exercise certain rights or give instructions in relation to the relevant Financial Instruments.</p>
Custodian	any bank or other financial institution (other than a Securities Settlement System) appointed under a Custodian Agreement.
Custodian Agreement	an agreement between the Fund, Gen II and a Custodian for the holding of Custodial Assets.
Delegate	any Custodian or any bank or other financial institution (other than a Securities Settlement System) appointed by a Custodian for the holding of Custodial Assets.
Eligible Assets	assets in which the Fund may invest in accordance with its Governing Documents.
EPM Techniques	efficient portfolio management techniques, including securities lending and repurchase and reverse repurchase transactions.
ETD	an exchange-traded derivative.
Financial Instrument	a financial instrument as specified in Annex I to Directive 2014/65/EU on markets in financial instruments, as amended.
Fund	any Entity that has appointed Gen II as depositary.
Interests	any shares, units, participation interests or any form of securities (including, without limitation, notes and certificates) as may be issued from time to time by the Fund.
Operating Memorandum	an operating memorandum, service level agreement or equivalent document setting out Gen II's operating procedures specific to, and approved by, the Fund applicable to the provision by Gen II of its depositary services in

	relation to the Fund.
OTC Derivatives	over-the-counter derivatives.
Other Assets	<p>all Assets that are not Custodial Assets or Cash, including listed and OTC financial derivative instruments, private equity and real estate assets, inter-company loans and other non-transferable debt instruments and UCI Units directly registered in the name of the Fund.</p> <p>All references to Other Assets owned by the Fund will be deemed to include references to Cash owned by the Fund or an SPV.</p>
Safekeeping Duties	the safekeeping duties of Gen II vis-à-vis the Assets within the meaning of points 16 and 25 of CSSF Circular 18/697.
Securities Settlement System	<p>any securities settlement system designated:</p> <p>(1) in the EU for, and when providing the services specified by Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 (on settlement finality in payment and securities settlement systems); or</p> <p>(2) outside the EU, a non-EU securities settlement systems when providing similar services to those in (1).</p>
SPV	any financial or legal structure established by the Fund for the purposes of investing in Custodial Assets or in Other Assets and which are controlled directly or indirectly by the Fund.
Transferable Securities	transferable securities, including those that embed a derivative as referred to in the last subparagraph of article 51.3 of Directive 2009/65/EC and article 10 of Directive 2007/16/EC.
UCI	an undertaking for collective investment.
UCI Units	units or shares of a UCI.

2. Depositary duties

Gen II has, and will perform, the following duties for the Fund:

- (1) Duties over Cash (as described in Clause 3).
- (2) Duties over Custodial Assets (as described in Clause 4).
- (3) Duties over Other Assets (as described in Clause 5).

- (4) Ancillary duties (as described in Clause 7).

3. Duties over Cash

Cash may be held in cash accounts opened in the name of the Fund with Credit Institutions, in any relevant currency of the Fund and its investments.

All movements of Cash on such cash accounts relating to investment activities of the Fund require the validation of Gen II.

Gen II will be notified before any cash account is opened in the name of the Fund.

4. Duties over Custodial Assets

4.1. Principle

The Fund generally does not invest in Custodial Assets.

4.2. Requirement: delegation to a Custodian

In the event that the Fund intends to invest in Custodial Assets, it will inform Gen II sufficiently in advance to permit Gen II to appoint one or several Custodians under a Custodian Agreement. The Fund will abstain from such investment unless such Custodian(s) has(ve) been appointed by Gen II.

The Fund will execute any document and provide any information which Gen II or any Custodian or other Delegate may reasonably request to facilitate the opening and maintenance of any securities account with any Custodian or other Delegate.

4.3. Conditions for the appointment of a Custodian

The appointment of a Custodian is subject to the following conditions:

4.3.1. Initial due diligence

Gen II has exercised all due skill, care and diligence in the selection and appointment of the Custodian and will:

- (1) implement and apply an appropriately documented due diligence procedure for the selection and ongoing monitoring of the Custodian. That procedure will be reviewed at least annually, and made available upon request to the CSSF;
- (2) assess the regulatory and legal framework, including country risk, custody risk and the enforceability of the Custodian's contracts. That assessment will enable Gen II to determine the potential implication of an insolvency of the Custodian for the assets and rights of the Fund. If Gen II becomes aware that the segregation of assets is not sufficient to ensure protection from insolvency because of the law of the country where the Custodian is located, it will promptly notify the Fund;
- (3) assess whether the Custodian's practices, procedures and internal controls are adequate to ensure that Custodial Assets are subject to a high standard of care and protection;

- (4) assess, on the basis of reasonably available information, whether the Custodian's financial strength and reputation are consistent with the tasks delegated; and
- (5) ensure that the Custodian has the operational and technological capabilities to perform the delegated custody tasks with a satisfactory degree of protection and security.

4.3.2. Ongoing monitoring and review

Gen II monitors on an ongoing basis, and performs periodic review of, the Custodian and its arrangements in respect of the matters delegated to the Custodian.

To fulfil this obligation, Gen II will:

- (1) ensure that the Custodian has the structures and expertise that are adequate and proportionate to the nature and complexity of the Assets held by the Fund;
- (2) monitor the Custodian's performance and its compliance with Gen II's standards;
- (3) ensure that the Custodian exercises a high standard of care, prudence and diligence in the performance of its custody tasks and in particular that it effectively segregates the Custodial Assets in accordance with these Specific Terms; and
- (4) based on reasonably available information, review the custody risks associated with the decision to entrust the Custodial Assets to the Custodian and, promptly notify the Fund of any change in those risks. During market turmoil or when a risk has been identified, the frequency and the scope of the review will be increased.

4.3.3. Obligations imposed on Custodian

Gen II exercises due care to ensure that the Custodian complies with the following:

- (1) other than in the circumstances referred to below, the Custodian is subject to (a) effective prudential regulation, including minimum capital requirements, and supervision in the relevant jurisdiction and (b) an external periodic audit to ensure that the Custodial Assets remain in its custody;
- (2) the Custodian does not make use of the Custodial Assets unless it has (a) obtained the prior consent of the Fund and (b) given prior notification to Gen II;
- (3) the Custodian acts honestly, fairly, professionally, independently and in the interest of the Fund and its Investors; and
- (4) the Custodian does not carry out activities with regard to the Fund that may create a conflict of interest between the Fund and the Custodian, unless (a) the Custodian has properly identified any such potential conflict of interest, (b) the Custodian has functionally and hierarchically segregated the performance of its depositary tasks from its other potentially conflicting tasks and (c) the potential conflict of interest is properly managed, monitored and disclosed to the Investors.

4.3.4. Protection against Custodian insolvency

Gen II exercises due care to ensure that the Custodial Assets are protected from any insolvency of the Custodian.

4.3.5. Contingency plans

Gen II devises contingency plans for each market in which it appoints a Custodian. Such a contingency plan will include the identification of an alternative provider, if any.

4.3.6. Remedial measures

Gen II takes the measures it deems appropriate, including termination of the Custodian Agreement, if relevant requirements under Applicable Law are no longer complied with in the opinion of Gen II.

4.4. Cases where conditions for the appointment of a Custodian cannot be satisfied

Notwithstanding Clause 4.3.3.(1) above, where, in the opinion of Gen II, the law of a third country requires that certain Custodial Assets be held in custody by a local entity and no local entity satisfies the delegation requirements laid down in Clause 4.3.3.(1) above, such local entity may only be appointed as Custodian to the extent required by the law of the third country and only for as long as there are no local entities that satisfy the delegation requirements under Clause 4.3.3.(1) above and Gen II will only agree to do so subject to the following requirements:

- (1) the Investors are duly informed by or at the initiative of the Fund that such delegation is required due to legal constraints in the law of the third country and of the circumstances justifying the delegation, prior to their investment; and
- (2) the Fund instructs Gen II to delegate the custody of such Custodial Assets to such local entity.

4.5. Sub-delegation by Custodian

If a Custodian sub-delegates any of the safekeeping functions which have been delegated to it by Gen II, Clauses 4.3.1 and 4.3.2 above will apply (with appropriate adaptations) and all references in such Clauses to Gen II and the Custodian will be deemed to be references, respectively, to the Custodian and to the Custodian's delegate (and, for the avoidance of doubt, such Custodian's delegate will be a Delegate for the purpose of this Agreement), respectively.

4.6. Power of attorney granted to Gen II

The Fund hereby grants a general power of attorney to Gen II to:

- (1) terminate, on behalf of the Fund, at any time and without prior notice to the Fund, the relationship with any Custodian or other Delegate; and
- (2) instruct such Custodian or other Delegate to transfer as soon as reasonably practicable, all or part of the Custodial Assets including in particular cash accounts held with such Custodian or other Delegate to such other account as Gen II may instruct,

if Gen II reasonably considers that a Custodian or other Delegate is no longer in a position to properly discharge its Safekeeping Duties over the Custodial Assets and Other Assets.

4.7. Sharing of information

Gen II will promptly provide, after request from the Fund, information on the procedures implemented by Gen II to monitor the activities of Custodians and other Delegates.

4.8. Safekeeping Duties

In relation to Custodial Assets, Gen II will exercise due care to (or, to the extent required under Applicable Law, will cause each Custodian to) ensure that:

- (1) Custodial Assets, which can be registered in a financial instrument account, are registered in accordance with these Specific Terms;
- (2) records and accounts are kept, in order to enable Gen II (or, as applicable, the Custodian) at any time and without delay to distinguish Custodial Assets of the Fund from assets of any other client, and from its own assets;
- (3) records and accounts are accurately maintained and correspond to the Custodial Assets held by the Fund;
- (4) reconciliations are regularly conducted between Gen II's internal accounts and the records of Custodians and other Delegates;
- (5) a high level of investor protection in relation to Custodial Assets;
- (6) relevant custody risks throughout the custody chain are assessed and monitored, and the Fund be informed of any material risk identified;
- (7) adequate organizational arrangements are introduced to minimize the risk of loss or diminution of client assets, or of rights in connection with those assets, as a result of misuse of the assets, fraud, poor administration, inadequate record-keeping or negligence;
- (8) the Fund's ownership right over the Custodial Assets is verified; and
- (9) steps are taken so that any Custodial Asset deposited with another Custodian is identifiable separately from the Financial Instruments belonging to Gen II (or, as applicable, the Custodian) and from Financial Instruments belonging to the relevant Custodian, by means of differently titled accounts on the books of the third party or other equivalent measures that achieve the same level of protection.

4.9. Method of holding

Custodial Assets that (i) can be registered in a financial instrument account by way of book-entry and (ii) are Eligible Assets will be registered in book-entry form in one or more segregated securities account(s) with a Custodian or other Delegate.

Bearer securities will be deposited in the vault of a Custodian or other Delegate.

5. Duties over Other Assets

5.1. Presentation

The Fund may invest in any Other Asset that is an Eligible Asset.

The Fund acknowledges that, due to Applicable Law, certain Financial Instruments purchased or otherwise acquired by the Fund may have to be held in an account opened in the Fund's name. The Fund acknowledges and agrees that these Assets cannot be assigned, transferred, exchanged or delivered without the prior consent of Gen II. In this regard, the Fund agrees to duly co-operate with Gen II to implement and agree the appropriate operating arrangements between each relevant person involved in order to enable Gen II to carry out its obligations.

5.2. Safekeeping Duties

Gen II is responsible for the safekeeping of its clients' assets. This implies that Gen II shall, at any time, know where and how Assets are (i) invested and (ii) available. Accordingly, the general mission of Gen II should be understood in the sense of "oversight" as prescribed under Chapter 5, Part 1, of CSSF Circular 18/697.

6. Commons rule applicable to all Assets

Gen II may not re-use any Asset without prior consent of the Fund.

7. Ancillary duties

7.1. Transactions

Gen II will arrange for the settlement of any transaction relating to Custodial Assets that have been validly executed by or on behalf of the Fund in accordance with Proper Instructions, this Agreement and the Operating Memorandum.

Gen II is under no obligation to act on Proper Instructions to settle any transaction unless and until property has been received and payment has been made, as further provided in the Operating Memorandum.

7.2. Corporate Actions and additional duties

If Gen II receives the required information from the relevant Delegate, Gen II will use reasonable endeavors to notify the Fund, or will procure that the Delegate notifies the Fund, of all Corporate Actions relating to Assets.

Subject to Applicable Law, Gen II will not take any action in relation to Corporate Actions except in accordance with Proper Instructions and will not be responsible for the exercise of any conversion, subscription or voting rights, or for dealing with takeover or other offers relating to capital restructuring.

Unless instructed to the contrary, Gen II may destroy proxy and other voting forms received in respect of the Assets after their expiry date.

Notices relating to Corporate Actions sent to the Fund may have been obtained from sources that Gen II does not control and may have been translated or summarized. Gen II has no duty to verify the information contained in such notices or the accuracy of any translation or summary of such information and is therefore not responsible for its accuracy or completeness. Gen II will use reasonable endeavors to notify the Fund of any notice relating to Corporate Actions that has been received by Gen II.

Gen II is entitled to take any step and execute any documents which is within its powers to carry out Proper Instructions properly given to it as to Corporate Actions and the exercise of other rights attached to the ownership of the Assets.

8. Operating Memorandum

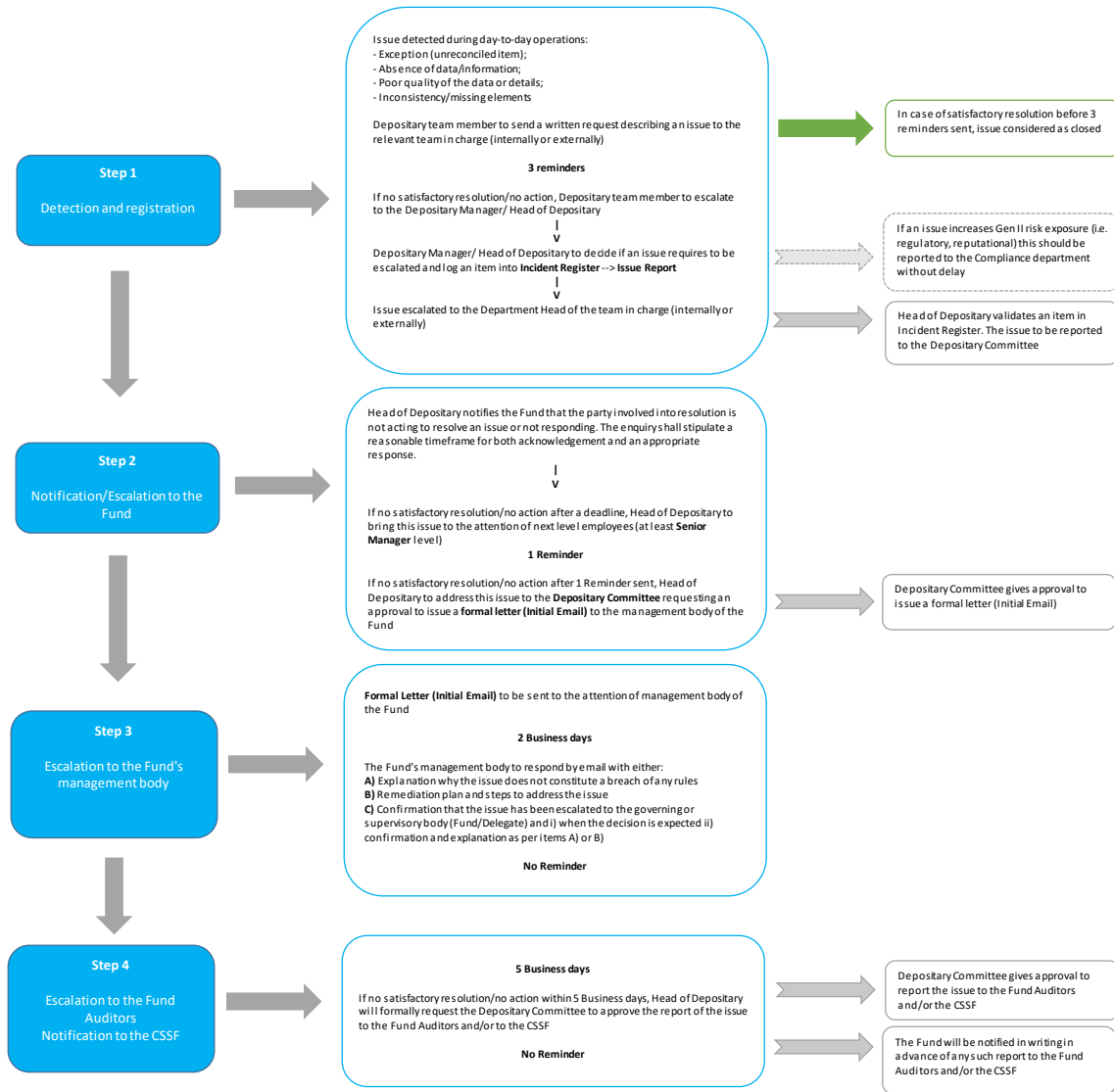
Gen II will provide each Service in accordance with the Operating Memorandum, which binds the Parties and forms part of this Agreement. In case of conflict between this Agreement and the Operating Memorandum, this Agreement will prevail.

If an issue relating to the performance of this Agreement is either not covered by the Operating Memorandum, or not properly addressed in the Operating Memorandum to enable Gen II to perform its duties pursuant to this Agreement, the Parties will negotiate in good faith and on an arm's length basis to set up specific terms of service that would specifically address such issue, in line with Gen II's operational constraints and limits.

The Parties may amend the Operating Memorandum in writing.

9. Escalation procedure

If Gen II detects a potential breach of any rule applicable to the Fund under Applicable Law, the Governing Documents, the Operating Memorandum or this Agreement, Gen II will follow the below escalation procedure:



Contact persons for Gen II and the Fund with their respective contact details are listed in the Operating Memorandum.

10. Expense reimbursement

The Fund will pay or reimburse Gen II for:

- (1) any reasonable and documented out-of-pocket expense and cost relating to the performance by Gen II of its Safekeeping Duties; and
- (2) any transfer tax or any other tax or duty or governmental levy payable by Gen II on any transfer, exchange or delivery of Assets made under this Agreement.

11. Specific representations, warranties and undertakings of the Fund

11.1. Additional representations and warranties of the Fund

The Fund represents and warrants that it:

- (1) is an investment vehicle falling under the scope of CSSF Circular 18/697, Chapter 5, Part 1;
- (2) has no redemption right exercisable within five (5) years from the date of the initial investments provided, however, that Investors may effect transfers of their Interests in accordance with the Governing Documents;
- (3) in accordance with its core investment policy, generally:
 - (A) does not invest in Custodial Assets; or
 - (B) invests in any non-listed issuer or company;
- (4) understands that:
 - (A) it is not part of Gen II's service model to provide the safekeeping of Custodial Assets;
 - (B) Gen II cannot safeguard assets which constitute Financial Instruments.

11.2. Undertakings from the Fund in relation to the holding of Cash

- (1) To enable Gen II to perform duties in accordance with these Specific Terms, the Fund will:
 - (A) provide Gen II, or procure that Gen II be provided by any relevant third party (including the relevant Credit Institution), with a copy of each instruction, document or other relevant information relating to any cash account held with any Credit Institution and any other information relating to any such cash account as may reasonably be required by Gen II; and
 - (B) provide Gen II, promptly upon request from Gen II, with a copy of each record of the Cash position of the Fund.
- (2) The Fund represents that:
 - (A) at the time of entry into this Agreement, it has, and during the Term will keep, Gen II informed of each cash account opened in the name of the Fund with any Credit Institution; and
 - (B) Cash will only be deposited, and it will only open cash accounts in the name of the Fund, with Credit Institutions.

11.3. Undertakings from the Fund in relation to Custodial Assets

The Fund will not:

- (1) enter into any transaction with a view to purchase, acquire or otherwise result in the ownership of Custodial Assets which are not Eligible Assets by the Fund; and
- (2) entrust the safekeeping of any Custodial Asset to any third party without the prior written consent of Gen II, which will be conditional upon such relevant third party being a Custodian or another Delegate.

11.4. Undertakings from the Fund in relation to Other Assets

- (1) The Fund will:
- (A) provide and procure that each relevant third party (including SPVs) will provide, Gen II with all relevant information Gen II may reasonably request to assess whether the Fund owns Other Assets;
 - (B) promptly grant access, or procure that third parties holding the relevant information (including SPVs) promptly grant access, to Gen II to all relevant information Gen II needs to perform its Safekeeping Duties;
 - (C) have and implement appropriate procedures to:
 - (i) verify that Other Assets acquired by or for the account of the Fund are appropriately registered in the name of the Fund; and
 - (ii) check the consistency between the positions in the Fund's records and the records held by Gen II pursuant to these Specific Terms;
 - (D) provide any information, documentation or confirmation as may be required by Gen II to ensure that the Fund implements the appropriate procedures in accordance with Clause 11.4.(1)(C) above; and
 - (E) ensure that each instruction and relevant information related to Other Assets is sent to Gen II, so that Gen II is able to perform its own verification or reconciliation procedure.
- (2) For any investment in Other Assets, the Fund will provide or procure that Gen II be provided with:
- (A) before the acquisition or disposal of Other Assets by the Fund, information and documentation about the proposed acquisition or disposal; and
 - (B) after each acquisition or disposal of Other Assets by the Fund (and provide support to ensure the delivery of), original or copies of documents of title to or evidencing ownership over the Other Assets,
- in each case including any information or documentation set out in the Operating Memorandum, and any additional information or documentation as may reasonably be required by Gen II to discharge its duties under this Agreement.
- (3) Subject to written notification to and consent from Gen II, the Fund or any of its delegates may:
- (A) enter into, purchase or acquire (as applicable) OTC Derivatives, EPM Techniques, ETD transactions or other complex transactions or products for the account of the Fund; or
 - (B) provide collateral from the Fund to a counterparty or vice versa,
- provided that Gen II is enabled to set up the required processes to assume its legal and contractual obligations (including in particular in respect of Assets posted as collateral that are Custodial Assets).

11.5. Additional undertakings from the Fund

The Fund will:

- (1) not make any material changes to:

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- (A) the Governing Documents;
 - (B) any services agreement to which the Fund is a party; or
 - (C) any procedure or policy relevant for the purpose of Gen II's duties hereunder (including any policy or procedure relating to the valuation of assets, the reconciliation of subscription and redemption orders, the monitoring of compliance with investment restrictions and leverage limits and the risk management),
without reasonable prior notice to Gen II, and prior written consent from Gen II for provisions relevant to the performance by Gen II of this Agreement, such consent not to be unreasonably withheld or delayed.
- (2) not terminate the agreement with a service provider providing, or appoint a new service provider with a view to provide, investment management, investment advisory, execution, risk management, administration, valuation or distribution services to the Fund, (whether directly or indirectly) without the prior written consent of Gen II, such consent not to be unreasonably withheld or delayed.
 - (3) promptly provide, subject to Applicable Law, Gen II with a copy of each communication (by way of letter or email):
 - (A) sent by the CSSF to the Fund with respect to the Fund; and
 - (B) from the Fund to the CSSF.
 - (4) provide a copy of any document or information as may be requested by Gen II from time to time.
 - (5) promptly send to Gen II a copy of the annual audited financial statements of the Fund when these documents become available.
 - (6) not create any side-pockets without the prior written approval of Gen II, such consent not to be unreasonably withheld or delayed.

12. Responsibility of Gen II

12.1. Pre-existing defects

Provided Gen II and its agents act in good faith and with the exercise of reasonable care in performance of such duties as would ordinarily be expected of a financial institution in the relevant market and subject to the terms of this Agreement, Gen II will not be liable for defects of title or entitlements to assets pre-existing at a time when such assets become subject to its custody or control.

12.2. Other exclusions

Gen II will not be liable:

- (1) in respect of any action taken or omitted to be taken under this Agreement in good faith and without gross negligence, fraud, bad faith or willful misconduct if, following a request by Gen II, the Fund has not given or procured that Gen II be given such information as Gen II may reasonably require in order to perform its obligations hereunder.
- (2) for the acts, omissions or insolvency of any Securities Settlement System.

- (3) for any loss arising from the bankruptcy, insolvency or equivalent proceeding of any agent which is not an Affiliate of Gen II, except to the extent such loss results from Gen II's failure to discharge its duties under Applicable Law with respect to the selection and monitoring of such agent.

13. Consequences of termination

If Gen II's appointment as depositary is terminated pursuant to this Agreement:

- (1) the Fund will, before maturity of the relevant termination notice period, notify Gen II of the name of a new depositary to whom the Assets will be transferred and who will replace Gen II as the Fund's depositary; and
- (2) subject to receiving all Fees, compensation, costs and expenses due to Gen II under this Agreement, Gen II will, promptly after receiving a termination notice and without additional costs:
 - (A) make each Asset available; and
 - (B) remit each record, book, document, ledger and account previously held in its depositary capacity,

to the new depositary, or respectively to agents designated by the Fund, to allow them to fulfil their obligations.

Promptly after providing the termination notice, the Fund will inform the Investors of such termination and the date on which Gen II will no longer act as depositary under this Agreement.