### DANSKE INVEST HEDGE FIXED INCOME OPPORTUNITIES FUND

# A Cell of

### DANSKE INVEST PCC LIMITED

(a protected cell investment company limited by shares and registered in Guernsey with registration number 42589 which migrated from the Cayman Islands and became registered in Guernsey on 3 December 2004)

with the following Sub-Class: the DKK Sub-Class W GG00BSTLDR70

# SUPPLEMENTAL SCHEME PARTICULARS

These Supplemental Scheme Particulars containing information relating to the Danske Invest Hedge Fixed Income Opportunities Fund should be read and construed in conjunction with the most recent Scheme Particulars relating to Danske Invest PCC Limited (the "Principal Particulars"). This document is deemed to be incorporated in and to form part of the Principal Particulars and may not be distributed unless it is accompanied by them and such other documentation as the Principal Particulars may prescribe.

Investors should contact Danske Invest Management A/S to make sure they are in possession of the most recent copy of the Principal Particulars and these Supplemental Scheme Particulars.

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#### **DEFINITIONS**

Save as provided below, words and expressions defined in the Principal Particulars shall have the same meanings herein. In these Supplemental Scheme Particulars, the following words shall have the meanings opposite them unless the context in which they appear requires otherwise:-

AIFM Danske Invest Management A/S;

**Company** Danske Invest PCC Limited;

Custodian Royal Bank of Canada (Channel Islands) Limited – Guernsey

Branch or such other company as may from time to time be appointed as custodian and/or depositary of the assets of the

Company;

**Danish Kroner and DKK** The currency of Denmark for the time being;

**Dealing Day**The first Business Day immediately following the relevant

Valuation Day and/or such other day or days as the Directors may from time to time determine to be the day or days on which the Subscription and Redemption Prices are calculated and dealings may occur in Shares in the Fund (or any class

within the Fund);

**DKK Sub-Class W** Shares in the DKK denominated Separate Fund, designated as

the DKK Sub-Class W, of a separate class of Shares in the Fund are only available to regulated Danske Bank group entities subscribing on behalf of certain of their clients in the context of a discretionary management agreement entered into with those clients; Where (i) such discretionary management agreement with an underlying client of Danske Bank group entity is terminated or (ii) a Change of Control of the Danske Bank group entity through which a client holds an interest in Shares occurs, or (iii) if the Danske Bank group entity through which a client holds an interest in Shares, transfers those Shares to an entity not within the Danske Bank group, or (iv) at the discretion of the AIFM or the Company, the Directors may either authorise Shares of such Shareholder to be exchanged for Shares of another class or series, or compulsorily redeem Shares of the Shareholder in accordance

with the Articles;

**EMIR** 

**DKK Sub-Class W Net Asset Value** The value of the relevant assets less the relevant liabilities of

the Separate Fund established for the DKK Sub-Class W of

The European Markets and Infrastructure Regulation EU No

the Fund calculated in accordance with the Articles;

648/2012 of the European Parliament and of the Council of 4
July 2012 on OTC derivatives, central counterparties and trade
repositories including the Commission's Delegated

Regulations No 148/2013 and No 153/2013 of 19 December 2012 supplementing the aforementioned regulation;

**Euro, EUR and €** The euro unit of the European single currency;

**Functional Currency** The Fund's operating currency will be DKK;

Fund The Danske Invest Hedge Fixed Income Opportunities Fund,

the Cell to which these Supplemental Scheme Particulars

relate;

**Investment Manager** Danske Bank A/S;

**Japanese Yen and JPY** The currency of Japan for the time being;

**Member State** A member state of the European Union or EEA countries;

**Norwegian Kroner and NOK** The currency of Norway for the time being;

**Pound sterling, GBP and £** The currency of United Kingdom for the time being;

Reference Benchmark The reference benchmark for the performance fee being the

rate over the relevant benchmark applicable to the corresponding denominated Sub-Class of the Fund which triggers the payment of a performance fee as set out in the

section headed "Performance Fee";

**Special Credit Institution** A credit institution which has its registered office in a Member

State of the European Union and is subject by law to special

public supervision designed to protect bond-holders;

**Sub-Class** means the DKK Sub-Class W;

Sub-Depositary RBC Investor Services Bank S.A. acting as sub-custodian

and/or sub-depositary according to the context pursuant to the sub-depositary bank agreement between the Custodian and the

Sub-Depositary;

**Swedish Kroner and SEK** The currency of Sweden for the time being;

Swiss franc and CHF The currency of Switzerland for the time being;

**US Dollar, USD and \$** The currency of United States for the time being;

Valuation Day Every Business Day except a day on which banks in Denmark

are not open for normal business and/or such other day or days as the Directors may from time to time determine to be the day or days on which a valuation of the assets of the Fund (or any

class within the Fund) will be carried out;

**Valuation Point** 4:00 p.m. (Central European Time) in the relevant market or

markets on the Valuation Day immediately preceding the

relevant Dealing Day;

VaR

Value-at-risk (VaR) is a category of risk measures that describe the statistical probability of the market risk of a trading portfolio;

Volatility

A measure of variations in the return over time. Normally the volatility of an asset is expressed as the standard deviation of the return on the asset. Often, volatility is used as a measure of the risk to which a portfolio is exposed.

#### DANSKE INVEST HEDGE FIXED INCOME OPPORTUNITIES FUND

#### Introduction

The Fund is a Cell of Danske Invest PCC Limited, an open-ended protected cell investment company limited by shares which migrated from the Cayman Islands and became registered in Guernsey on 3 December 2004 and is authorised by the Guernsey Financial Services Commission as an open-ended authorised Class B collective investment scheme.

The Directors have the power from time to time to establish and maintain a Separate Fund for each class of Shares within the Fund. The Directors have by resolution resolved to establish a Separate Fund, and to issue a different class of Shares, as follows: the DKK Sub-Class W.

### **Investment Objective and Policy**

The objective of the Fund is to generate absolute returns by investing in transferable securities, mainly bonds and other debt instruments which are admitted to or dealt in on a Recognised Investment Exchange and issued by credit institutions, Special Credit Institutions, companies, governments, municipalities or other public organisations of an OECD country or emerging and frontier markets country or guaranteed by OECD country (Agencies) or OECD countries jointly (Supranational). In addition, the Fund may use money market instruments.

The Fund may invest directly in such transferable securities and money market instruments or in units or shares of any undertakings for collective investment in transferable securities ("UCITS"), alternative investment funds ("AIFs") and other collective investment undertakings investing herein.

For the purpose of hedging and/or efficient portfolio management as well as for the purpose of meeting the investment objective, the Fund may use financial derivative instruments, including but not limited to swaps, futures and FX forwards, and enter into repurchase and reverse repurchase transactions.

The Fund intends to seek investment strategies such as:

- investing in sovereign debt instruments, mortgage debt or corporate debt;
- investing in interest curve positions such as taking a long position in ten (10) year bonds while, at the same time, taking a short position in two (2) year bonds;
- investing in government bonds issued by one country against government bonds issued by another country:
- taking a long position in government bonds while, at the same time, taking a short position in mortgage credit bonds, or taking a long position in mortgage bonds while, at the same time, taking a short position in government bonds;
- taking a long position in mortgage credit bonds while, at the same time, taking a short position in swap rates; and
- taking a long position in one currency against a short position in another currency, using forward exchange transactions.

The Fund plans to achieve its investment objective through active investment management and intends to focus on one or few investment opportunities at a time; hence the Fund's investments may be concentrated, although diversified within the selected strategy or opportunity in order to spread the risks.

The Fund may use various gearing and borrowing techniques to leverage the Fund's investment portfolio. The Fund may hedge the interest rate risk and/or the currency risk according to the discretion of the Investment Manager.

#### **Investment Restrictions and Risk Limitations**

The Directors of the Company have resolved that in order to achieve a spread of risk, the Fund may invest in the following classes of assets and instruments and that the following investment restrictions shall apply to the Fund:

- Bonds and forwards on bonds admitted to or dealt in on a Recognised Investment Exchange issued
  by credit institutions, Special Credit Institutions, companies, governments, municipalities or other
  public organisations of an OECD country or emerging and frontier markets country or guaranteed
  by OECD country (Agencies) or OECD countries jointly (Supranational);
- Futures and options on bonds admitted to or dealt in on a Recognised Investment Exchange issued
  by credit institutions, Special Credit Institutions, companies, governments, municipalities or other
  public organisations of an OECD country or emerging and frontier markets country or guaranteed
  by OECD country (Agencies) or OECD countries jointly (Supranational), or futures and options
  on interest rates or repo rates, admitted to or dealt in on a Recognised Investment Exchange or
  OTC:
- Swaps, swaptions (options on swaps) and forward rate agreements on interest rates dealt OTC;
- Repurchase and reverse repurchase agreements on bonds admitted to or dealt in on a Recognised
  Investment Exchange issued by issued by credit institutions, Special Credit Institutions, companies,
  governments, municipalities or other public organisations of an OECD country or emerging and
  frontier markets country or guaranteed by OECD country (Agencies) or OECD countries jointly
  (Supranational);
- FX-spots, FX- forwards, FX-swaps in CHF, USD, JPY, GBP, EUR, SEK, NOK and DKK and interest rates dealt OTC;
- Deposits in CHF, USD, JPY, GBP, EUR, SEK, NOK and DKK.
- Units or shares of any undertakings for collective investment in transferable securities ("UCITS"), alternative investment funds ("AIFs") and other collective investment undertakings investing in the above-mentioned classes of assets and instruments.

Examples of emerging and frontier markets countries include emerging and frontier market countries as defined by the emerging markets classification of Standard and Poor's/IFCG and Standard and Poor's/Frontier Markets.

Investments in debt securities, which are rated by an approved credit rating agency, can be invested into in accordance with directive 2013/14/EU (reduced reliance on external ratings). Investments made in debt security must in accordance with directive 2013/14/EU be subject to an independent credit risk assessment, as management and investment companies may not rely solely and mechanistically on external credit ratings. In case of an impairment of credit quality, identified through an internal credit risk assessment process or indicated by a change of a rating issued by an approved rating agency, corrective action must be taken when required by the investment objective, policy and restrictions of the Fund.

The risk is limited by a Value-at-Risk (VaR) restriction on overall portfolio level. The VaR of the Fund should not exceed 8 percent of the Fund's NAV where VaR is computed using historical simulation with a weekly horizon based on a 95 percent confidence interval and weekly data since December 2000.

The overall exposure using the gross method is expected to be in the range of 200-500 percent and subject to the below, is not to exceed 1,500 percent. These limits also apply for the commitment method. The level of leverage may vary over time.

The maximum leverage according to the gross method can be exceeded in periods of up to five (5) months where opposite derivative positions are taken in the same instrument so that the impact of the excess is neutralized.

Leverage is calculated as the absolute value of the instruments used and it may not be representative of the level of the investment risk within the Fund.

The Fund will also adhere to the following investment restrictions:

- 1. Deposits with credit institutions shall be repayable on demand or have the right to be withdrawn, and maturing in no more than twelve (12) months and will be made with credit institutions having their registered office in a Member State of the European Union or, if the credit institution has its registered office in a third country, provided that it is subject to prudential rules considered by the competent authorities of the home state of the AIFM.
- 2. In respect of any OTC derivatives: (i) the counterparties to OTC derivative transactions will be institutions subject to prudential supervision and (ii) the OTC derivatives will be subject to reliable and verifiable valuation on a current basis and will be able to be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Fund's initiative under normal market conditions.
- 3. The Fund may not invest more than 20 percent of its net assets in transferable securities or money market instruments issued by the same body or bodies belonging to the same group of bodies. The Fund may not invest more than 20 percent of its net assets in deposits made with the same body or bodies belonging to the same group of bodies. In case clearing is not done through an authorised clearing house as defined in EMIR, the risk exposure to a counterparty of the Fund in an OTC derivative transaction may not exceed 10 percent of its net assets.
- 4. Notwithstanding the individual limits laid down in paragraph 3 above, the Fund shall not combine, where this would lead to investment of more than 30 percent of its net assets in a single body or bodies belonging to the same group of bodies, any of the following:
  - a. investments in transferable securities or money market instruments issued by that body or bodies belonging to the same group of bodies;
  - b. deposits made with that body or bodies belonging to the same group of bodies; or
  - c. unless cleared through an authorised clearing house as defined in EMIR, exposures arising from OTC derivative transactions undertaken with that body or bodies belonging to the same group of bodies.
- 5. Notwithstanding paragraph 3 and 4 above, the Fund may invest up to 200 percent of its net assets in transferable securities or money market instruments issued by Special Credit Institutions.
- 6. Notwithstanding paragraph 3 and 4 above, the Fund may invest in accordance with the principle of risk spreading up to 100 percent of its total assets in different transferable securities and money market instruments issued or guaranteed by a Member State of the European Union, its local authorities, a Member State of the OECD or public international bodies of which one or more Member States of the European Union are members.

### Reuse of collateral

If and to the extent the services of one or several prime brokers are used on behalf of the Fund, these prime brokers shall satisfy the relevant requirements in the AIFMD and may be entitled to transfer and reuse the Fund's assets.

#### **Borrowing**

The Fund will from time to time, borrow in EUR (Euros), NOK (Norwegian Kroner), SEK (Swedish Kroner), GBP (British Sterling), USD (United States Dollars), CHF (Swiss Francs), JPY (Japanese Yen) and DKK (Danish Kroner).

### **Base Currency**

The Fund's operating currency will be DKK.

### **Amendments to Investment Objectives and Restrictions**

The Directors are permitted to amend the preceding investment objective, policy and restrictions (including any borrowing and hedging powers) applicable to the Fund provided that no material changes shall be made without providing the Shareholders of the Fund or a Separate Fund (as applicable) with sufficient notice to enable them to redeem their Shares before the amendment takes effect. Shareholders are not required to approve the amendment of the preceding investment objectives, policy and restrictions (including any borrowing and hedging powers) applicable to the Fund although the Directors reserve the right to seek approval if they consider it appropriate to do so. In seeking approval from the Shareholders as aforesaid the Directors may also request Shareholders to approve a general waiver of the aforementioned requirement to provide a dealing days' notice of the proposed amendments to the investment objectives, policy and restrictions (including any borrowing and hedging powers). Shareholders should note that the waiver, if passed, would apply to all Shareholders of the Fund or a Separate Fund (as applicable) regardless of whether or not they voted in favour of the waiver. In any case, such approval(s) would be sought by means of an ordinary resolution of Shareholders (passed by a simple majority) of the Fund or the relevant Separate Fund (as applicable) if the Directors consider it appropriate.

#### The AIFM

The Company has appointed the AIFM as its alternative investment fund manager in respect of the Fund pursuant to the terms of an alternative investment fund management agreement (the "AIFM Agreement"). Full particulars of the AIFM Agreement are described in the Principal Particulars. The AIFM is entitled to receive a management fee and performance fee from the Company on the basis set out in the section entitled "Fees and Expenses" in these Supplemental Scheme Particulars.

## **Investment Manager**

The AIFM has appointed the Investment Manager to be responsible for the provision of portfolio management services to the Company in respect of the assets of the Fund. The Investment Manager is entitled to receive a performance fee from the AIFM on the basis set out in the section entitled "Fees and Expenses" in these Supplemental Scheme Particulars.

### **Derogation of the Custodian**

Derogations have been granted by the GFSC from the requirements of certain of the Rules in respect of a custodian's usual responsibility to oversee that the Directors properly discharge their duties to ensure that (i) the property of the Fund is invested in accordance with the Fund's objectives and (ii) the Fund is properly managed and administered by the Administrator. Accordingly, responsibility for these two duties under the Rules rests with the Directors of the Company. Furthermore, the Company has obtained a derogation from the definition of "scheme property" under the Rules to provide that, in respect of the Custodian, any assets held with a prime broker, broker or counterparty shall not be regarded as "scheme property". The Custodian shall as a consequence, only be responsible for the safe custody of the assets of the Fund that are not held by a prime broker, broker or any counterparty.

#### **Counterparties**

The Fund may enter into agreements related to trading and clearing financial derivative instruments and repurchase and reverse repurchase agreements, including but not limited to ISDA and GMRA Agreements where the counterparties may collect collateral in accordance with the terms agreed therein. Such collateral shall not be held by the Custodian or Sub-Depositary. All other assets of the Fund will be held by the Custodian or Sub-Depositary. The Fund will enter into agreements related to trading and clearing financial derivative instruments and repurchase and reverse repurchase agreements with Danske Bank A/S as main counterparty.

#### **Conflicts of Interest**

The AIFM, the Investment Manager, or their affiliates may provide investment advisory and management services to other clients in addition to the Company. The AIFM, the Investment Manager,

and their affiliates will act in a fair and equitable manner in allocating investment opportunities among the Fund, other Cells of the Company, other investment vehicles managed by them and the accounts of their other clients, although situations may arise in which the account activities of the AIFM, the Investment Manager, or other clients may disadvantage the Fund. The AIFM, the Investment Manager, and their affiliates will endeavour to ensure that any conflict which does arise will be resolved fairly.

The Directors, the Custodian, the Administrator and the Registrar may from time to time act as directors, custodian, registrar, broker, OTC counterparty, administrator, investment advisor, distributor or dealer in relation to, or be otherwise involved in, other Cells and other funds established by parties other than the Fund which have similar objectives to those of, or invest in similar securities to those held by, the Fund. It is, therefore, possible that any of them or their respective principals, shareholders, members, directors, officers, agents or employees may, in the course of business, have potential conflicts of interest with the Fund. Each will, at all times, have regard in such event to its obligations to the Fund and will endeavour to ensure that such conflicts are resolved fairly. In addition, subject to applicable law, any of the foregoing may deal, as principal or agent, with the Fund, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. Danske Bank A/S will act as both Investment Manager and counterparty to agreements related to trading and clearing financial derivative instruments and repurchase and reverse repurchase agreements entered into with the Fund.

In respect of the AIFM in the context of its management of conflicts, where organisational arrangements made by the AIFM to identify, prevent, manage and monitor conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, the AIFM is obliged to clearly disclose the general nature or sources of the conflicts of interest to the investors before undertaking business on their behalf and develop appropriate policies and procedures

#### **Distribution Policy**

It is the intention of the Directors to accumulate all income receipts and capital gains of the Fund for reinvestment and not to make distributions to Shareholders, although the Directors reserve the right to declare or recommend that Shareholders resolve to declare dividends should they consider it appropriate.

### SFDR classification

The Fund is categorised as article 6 under SFDR. The Fund follows the Company's responsible investment policy.

For more information about the Company's responsible investment policy,see section 3.7 of the Principal Particulars.

The fund does not consider principal adverse impacts on sustainability factors of its investments. Due to the investment strategy of the fund and limited data availability, the fund is not as of this given date able to report on principal adverse impacts.

The Fund's investments do not take into account the EU criteria for environmentally sustainable economic activities.

#### Risk Factors

In addition to the risk factors explained in the Principal Particulars under the section headed "Risk Factors", investors should be aware of the following risk factors specific to the Fund.

The value of the portfolio of the Fund is calculated on the basis of the market prices/value of the individual bonds and other debt instruments as well as financial derivative instruments and repurchase and reverse repurchase agreements held by the Fund. This market value is mainly influenced by changes in the spread between interest rates and changes in the steepness of interest rate curves where the Fund has holdings and the Investment Manager's ability to predict correctly the movements of the relevant

assets/instrument in which the Fund has entered in to. Further the market value may be influenced by changes in interest rates as well as by the general economic and political development in those markets where the Fund is invested in.

The bonds invested in will include bonds issued by credit institutions, companies and governments. Furthermore, the Fund will invest in derivatives on the bonds and general interest rate as well. The Fund will therefore be subject to the credit risk of the issuers of the bonds and the counterparty risk of the derivatives. An issuer suffering an adverse change in its financial condition could lower the credit quality of a security, leading to greater price volatility of the security. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell.

Because the Fund's assets and liabilities may be denominated in currencies different to the functional operating currency, the Fund may be affected favourably or unfavourably by changes in the exchange rates. Currency derivatives may be used for hedging as well as investment purposes where a Fund may have long or short positions in different currencies. In such case a Fund may be exposed to currencies in which it would not be exposed otherwise and success of such strategy depends on the Investment Manager's ability to predict correctly the movements of the relevant currency.

Use of financial derivative instruments and repurchase and reverse repurchase agreements is part of the investment policy of the Fund. While the prudent use of financial derivative instruments and repurchase and reverse repurchase agreements can be beneficial, use of these instruments also involves additional risks that in certain cases can be greater than the risks presented by more traditional investments. Further, other risks are associated with the use of financial derivatives transactions, including but not limited to leverage, illiquidity of the markets for derivative instruments, valuation risk arising out of different permitted valuation methods and the inability of the derivatives to correlate perfectly with the underlying securities, rates or indices.

The Fund uses leverage. This may lead to a loss that in certain cases can be greater than the loss without leverage even though the leveraged holdings in many cases are hedge strategies, that aim to hedge away different types of risk not wanted in the portfolio.

The Fund is exposed to volatility risk. If the volatility in the positions change substantially it can lead to loss. This can be amplified by a high leverage obtained via financial derivatives instruments and repurchase and reverse repurchase agreements.

The Fund is exposed to liquidity risk when a particular investment or position cannot be easily unwound or offset due to insufficient market depth or market disruption. This can affect the ability of the Fund to sell the investment or position in question, and can also have an impact on the value of the Fund. Although the Fund will invest mainly in liquid securities, financial derivatives instruments and repurchase and reverse repurchase agreements where the Fund is entitled to sell its securities or contracts within a reasonable timeframe, there may be exceptional circumstances in which the liquidity of such securities and contracts cannot be guaranteed. Absence of liquidity may have a determined impact on the Fund and the value of its investments. This can be amplified by a high leverage.

Further, large transactions in or out of the Fund and/or Sub-Class can create "dilution" of the Fund's and/or Sub-Class' assets because the price at which a Shareholder buys or sells Participating Shares in the Fund and/or Sub-Class may not entirely reflect the dealing and other costs that arise when the Investment Manager has to trade in securities to accommodate large cash inflows or outflows. The Directors may apply a swing pricing mechanism in order to address these issues as further detailed below. As dilutions referred to in relation to this Fund relate to subscriptions and redemptions, and therefore inflows and outflows of monies, it is not possible to accurately predict whether dilutions will occur at any future point in time. Consequently, it is impossible to accurately predict how frequently the Fund will need to apply the swing pricing mechanisms and to what extent the mechanisms applied will be sufficient to curb or completely eliminate any adverse dilution effect for existing Shareholders (in case of new subscriptions) or remaining Shareholders (in case of redemptions).

Investors admitted to the Fund after the initial subscription may dilute the interest of the existing

investors in the Fund, unless anti-dilution measures are employed as further detailed in the Principal Particulars.

Taking short positions on certain securities may be restricted due to actions taken by regulators. Such restriction vary across different jurisdictions and may change in the short to medium term. These restrictions may influence the Investment Manager's opportunity to implement different investment strategies as well as the opportunity to control the risk of the open positions. Accordingly, the Investment Manager's ability to fulfill the investment objective of the Fund may be in some situations constrained.

Investments in emerging and frontier markets may impose higher risks to the Fund. Many of the emerging and frontier markets are relatively small, have low trading volumes, suffer periods of illiquidity and are characterized by significant price volatility. A number of attractive emerging and frontier markets restrict, to varying degrees, foreign investment in securities. Repatriation of investment income, capital and the proceeds of sales by foreign investors may require governmental registration and/or approval in some emerging and frontier markets and may be subject to currency exchange control restrictions. In addition, the trading strategies described under "Investment Objective and Policy" may lead in certain circumstances to late settlement of the trades of the investments of the Fund. This might cause additional interest costs for the Fund.

Some emerging and frontier markets countries may be undergoing significant political and economic development and lack the social, political and economic stability of more developed countries. Such instability may result from authoritarian governments, social unrest, ethnic, religious and other conflicts, and hostile relations with neighbouring countries. Political or social developments in these countries may adversely affect the value the Fund's investments in these countries. In addition, some emerging and frontier market countries may not be subject to the accounting, auditing and reporting standards, practices and disclosure requirements comparable to those applicable in more developed countries, and the legal infrastructure may not provide the same degree of shareholder protection to investors.

# Risks related to different counterparties

The Fund may enter into agreements with different counterparties relating to financial derivative and repurchase and reverse repurchase transactions. However, the Fund will enter into agreements related to trading and clearing financial derivative instruments and repurchase and reverse repurchase agreements with Danske Bank A/S as main counterparty at the inception of the Fund.

In relation to the Fund's right to the return of assets equivalent to those of the Fund's assets, legal and beneficial title to which has been transferred to the counterparties as collateral and which the counterparty may sell, borrow, lend or pledge, charge, rehypothecate, dispose, or otherwise transfer or use for its own purpose, the Fund ranks as one of such counterparty's unsecured creditors and the Fund might not be able to recover such equivalent assets in full, or at all. In addition, the Fund's cash collateral held with the counterparty may not be segregated from the counterparty's own cash and could be used by the counterparty in the course of its business and the Fund will therefore rank as an unsecured creditor in relation thereto.

Transactions with OTC derivatives may involve higher risk than investing in derivatives dealt in on a regulated market. The Fund may use a number of counterparties for the repurchase and reverse repurchase agreements and financial derivative instrument transactions. In case counterparty defaults it may mean a loss for the Fund. Under certain conditions the terms in the Fund's OTC derivatives agreements gives the counterparty the right to terminate the derivative position. This may create a loss for the Fund because with OTC derivatives there is a risk that a counterparty will not be able to fulfill its obligations.

# **Counterparty Insolvency**

The Fund is at risk of a counterparty entering into an insolvency procedure. During such a procedure (which may last many years) the use by the Fund of assets held by or on behalf of the counterparty in question may be restricted and accordingly (a) the ability of the AIFM and/or the Investment Manager to fulfil the investment objective may be severely constrained, (b) the Fund may be required to suspend the calculation of the Net Asset Value and as a result subscriptions for and redemptions of Participating Shares, and/or (c) the Net Asset Value may be otherwise affected. During such a procedure, the Fund is likely to be an unsecured creditor in relation to certain assets and accordingly the Fund may be unable to recover such assets from the insolvent estate of the counterparty in full, or at all.

Potential investors who are in any doubt as to the risks involved in investment in the Fund are recommended to obtain independent financial advice before making an investment. Investment in the Fund should be made only after consulting with independent, qualified sources of investment and tax advice. The Fund is a speculative investment, and is not intended to be a complete investment program. It is designed only for sophisticated investors who are able to bear the risk of an investment in the Fund, including the risk of capital loss. There can be no assurance that the Fund will achieve its investment objective.

### SUBSCRIPTION AND REDEMPTION OF SHARES

# **Subscriptions**

Eligible investors may subscribe for Shares in each Sub-Class at the Subscription Price as calculated on a Dealing Day in accordance with the procedure set out below.

Prospective investors should refer to the section headed "Eligible Investors" in the Principal Particulars to establish whether or not they are eligible to invest. Shares will be issued on the first Business Day after the relevant Valuation Day (i.e. on the relevant Dealing Day). The price at which Shares will be issued will be the Subscription Price calculated by reference to the Net Asset Value and in the manner described in the section headed "Calculation of Subscription Price" in the Principal Particulars.

Shares in the DKK Sub-Class W will only be available to regulated Danske Bank group entities subscribing on behalf of certain of their clients in the context of a discretionary management agreement entered into with those clients.

Completed Application Forms must be received by the Sub-Registrar if Shareholders wish to be registered as the legal owner of the Shares or the relevant Distribution Agent for clients of a Distribution Agent where the relevant Distribution Agent will in turn subscribe for Shares in the Fund which it will then hold as nominee for investors at the contact address set out below by fax or post no later than 1:00 p.m. (Central European Time) on the relevant Valuation Day. For more information please refer to the section headed "Subscription and Redemption of Shares" in the Principal Particulars.

Settlement for subscriptions for Shares in the Fund may be made as follows:

Application monies for Shares in the DKK Sub-Class W may be paid in Danish Kroner or any other currency acceptable to the Sub-Registrar or relevant Distribution Agent as applicable. Application monies for Shares in the DKK Sub-Class W other than in Danish Kroner will be converted into Danish Kroner and all bank charges and other conversion costs will be deducted from the application monies prior to investment in such Shares.

Unless the applicant has made arrangements with the Fund to make payment in some other currency or by some other method, payment must be made in Danish Kroner in respect of the DKK Sub-Class W, by bank transfer to:

Name: RBC Investor Services Bank S.A.

Address: 14, Porte de France

L-4360 Esch-sur-Alzette
Grand Duchy of Luxembourg

Ref.: Danske Invest PCC Limited

SWIFT code: FETALULL

Application monies must be received by the Sub-Registrar in cleared funds no later than 1:00 p.m. (Central European Time) on the relevant Valuation Day unless otherwise accepted by the Directors.

The Fund may impose a sales charge of up to 5 percent of the Subscription Price of the Shares which are issued to applicants and an amount equal to any stamp duty and any other governmental taxes and charges payable by the Fund with respect to the issue of such Shares. The sales charge shall be divided between the Fund, the AIFM and the Investment Manager or any sales agents or distributors as the Directors or the AIFM may from time to time agree. The Directors may also apply a swing pricing mechanism as described in the Principal Particulars.

The Subscription Price will be calculated in the manner specified in the Principal Particulars and applications then executed on the first Business Day after the relevant Valuation Day (i.e. the Dealing Day). Shares will be in registered form and Share certificates will not be issued.

A contract note will be sent within seven (7) Business Days after the relevant Valuation Day to successful applicants.

The Directors reserve the right to reject any application for Shares in whole or in part (including if an applicant fails to comply with the client verification and anti-money laundering requirements set out in the section headed "Anti-Money Laundering" in the Principal Particulars). If any application is not accepted in whole or in part, the application monies or (where an application is accepted in part only) the balance thereof will be returned (without interest) in Danish Kroner (as applicable, or may be returned in the currency in which the application monies were received, if different) by bank draft made out in favour of the applicant (or, in the case of joint applicants, the first named) and sent by ordinary post at the risk of the person entitled thereto. Funds may also be returned by bank transfer at the discretion of the Sub-Registrar or relevant Distribution Agent as applicable and at the expense of the applicant.

#### **Minimum Initial Subscription and Subsequent Minimum Holding**

The minimum initial subscription and subsequent minimum holding for each applicant for Shares in the DKK Sub-Class W (including an existing Shareholder) is DKK 10,000.

In each case, the minimum initial subscription amount is the amount after deduction of any sales charge or other costs or fees relating to the subscription.

The Directors of the Company may at any time waive the minimum initial subscription and subsequent holding of Shares by way of resolution.

Shares may be issued in fractions of a Share expressed to four decimal places. Application monies representing smaller fractions will be retained by the Company.

### Contact Details of the Sub-Registrar and Global Distributor

### Sub-Registrar

Applications for subscription and redemptions of Shares should be made to the Sub-Registrar at the following address:

Name: RBC Investor Services Bank S.A.

Address: 14, Porte de France

L-4360 Esch-sur-Alzette Grand Duchy of Luxembourg

Fax: +352 24 60 41 04 Tel: +352 26 059 730

### Global Distributor

Applications for subscription and redemptions of Shares made by Clients of Danske Bank A/S should be made to Danske Bank A/S at the following address:

Name: Danske Bank A/S Address: Holmens Kanal 2-12

DK-1092 Copenhagen

Denmark

For clients of a Distribution Agent other than Danske Bank A/S, applications for subscription and redemptions of Shares should be made to the relevant Distribution Agent using the address and contact number provided by such Distribution Agent.

# **Redemption Notice and Payment of Redemption Proceeds**

Shares in the DKK Sub-Class W, be redeemed on any Dealing Day at the request of the holder of such Shares.

Each redemption request should be sent to the Sub-Registrar or, the relevant Distribution Agent where a Distribution Agent acts as nominee for its clients, at the address shown above in the section headed "Contact Details of the Sub-Registrar and Global Distributor" and should be given in writing and must specify the number or monetary value of Shares to be redeemed and give payment instructions for the redemption proceeds.

In order for a redemption request in relation to Shares to take effect on a particular Dealing Day, the redemption request must be received by the Sub-Registrar or the relevant Distribution Agent not later than 1:00 p.m. (Central European Time) on the relevant Valuation Day (i.e. the Business Day immediately preceding the particular Dealing Day) or such other day as the Directors may in their absolute discretion decide. The Redemption requests received after 1:00 p.m. (Central European Time) on any Valuation Day will be deemed to be received on the next following Valuation Day and will be processed on the Dealing Day immediately following such Valuation Day. Valuation Days are dependent on the banks in each of Denmark, Luxembourg and Guernsey being open for normal business.

Upon receipt of a valid redemption request, subject to the conditions on redemption set out above and in the section headed "Subscriptions and Redemptions" in the Principal Particulars, the Sub-Registrar will redeem the Shares. For more information please refer to the sections headed "Introduction" and "The AIFM and Distributor" in the Principal Particulars.

A Shareholder redeeming Shares will, except as referred to below, be paid an amount equal to the Redemption Price per Share which is calculated on the relevant Dealing Day by reference to the Net Asset Value and in the manner described in the Principal Particulars under the section headed "Calculation of Redemption Prices".

The Fund may impose a redemption charge of up to 5 percent of the Redemption Price of the Shares, which are redeemed. The redemption charge shall be divided between the Fund, the AIFM and the Investment Manager as the Directors may from time to time agree. The Directors may also apply a swing pricing mechanism as described in the Principal Particulars.

Redemption proceeds will be paid in Danish Kroner in respect of the DKK Sub-Class W and, except where the redeeming Shareholder gives alternative payment instructions, will be paid by bank transfer at the cost and risk of the redeeming Shareholder to the bank account specified by him. Payment will be made within four (4) Business Days after the relevant Valuation Day or (if later) the day on which the Sub-Registrar receives a redemption request form, duly completed and signed by the Shareholder (or, in the case of joint Shareholders, by each of them). A contract note will be sent to a redeeming investor within seven Business Days after the relevant Valuation Day.

No redemption of part of a holding of Shares in the DKK Sub-Class W may be made which would result in the Shareholder retaining Shares which have a value of less than DKK 10,000, unless the Directors in their sole discretion determine to permit the redemption.

### **Compulsory Redemption**

The Directors have resolved that they may at their discretion compulsorily redeem at any time the Shares in the Fund of any investor which, as a result of a redemption or transfer of any part of the investor's holding, have a value of less than any minimum required holding in the Fund.

The Directors have further resolved that in the context of a Sub-Class where (i) a discretionary management agreement with an underlying client of Danske Bank group entity is terminated or (ii) a Change of Control of the Danske Bank group entity through which a client holds an interest in Shares occurs, or (iii) if the Danske Bank group entity through which a client holds an interest in Shares, transfers those Shares to an entity not within the Danske Bank group, or (iv) at the discretion of the AIFM or the Company, the Directors may either authorise Shares of such Shareholder to be exchanged for Shares of another class or series, or compulsorily redeem Shares of the Shareholder in accordance with the Articles.

# **Availability of Prices**

The Subscription Price (exclusive of any sales charge) and the Redemption Price as calculated for each Valuation Day will be available on request from the Global Distributor, the Administrator and the Sub-Administrator.

#### FEES AND EXPENSES

# **Management Fee**

Under the terms of the AIFM Agreement the Company, out of the assets of the corresponding Separate Fund, will pay to the AIFM a maximum management fee of:

• 0.40 percent per annum of the DKK Sub-Class W Net Asset Value.

The DKK Sub-Class W Net Asset Value for the purposes of determining the investment management fee shall include all relevant expenses and liabilities paid or accrued. The fees are calculated on each Valuation Day and paid quarterly in arrears.

The AIFM is responsible and liable for payment of any investment management fees due to the Investment Manager in accordance with the investment agreement between the AIFM and Investment Manager and the Company has no responsibility for such fees.

#### Performance Fee

Under the terms of the AIFM Agreement the Company, out of the assets of the corresponding Separate Fund, will also pay to the AIFM a performance fee from the Fund. Any such performance fees will be calculated for the DKK Sub-Class W.

If a performance fee is payable in relation to any relevant Sub-Class, the performance fee shall be, for the DKK Sub-Class W an amount equal to 10 percent of the outperformance (as defined below).

### General description

A performance fee is charged only when a Sub-Class of the Fund outperforms its Reference Benchmark calculation, a measure of relevant market performance, as shown below:

Sub-Class currency	Reference Benchmark	Bloomberg ticker	Benchmark administrator ESMA registered
DKK	Tomorrow/Next Interest Rate	DETNT/N	Yes

The Reference Benchmark is used as the hurdle rate and the main reference indicator remains the high watermark.

The performance fee calculation method is designed so that no fee will be paid merely to earn back performance that was previously lost. As with most types of performance fees, however, it is possible that an investor could end up paying a performance fee even though the Fund's actual performance is negative. This would occur, for example, if an investor held Shares during a period when the Fund's value declined, but less than the Sub-Class' Reference Benchmark calculation.

The performance reference period is equal to the whole life of the Fund. The performance fee is calculated and accrued daily. The crystallisation date, being the date when the performance fee becomes payable, is set on the last valuation date of each calendar year. A performance fee also crystallises when any Fund or Sub-Class is merged, liquidated, or redeemed.

If, on the crystallisation date, the Fund has outperformed the Reference Benchmark calculation and there is a positive accrual of performance fee, it will be paid to the AIFM. On the contrary, if, on the crystallisation date, the Fund has underperformed the Reference Benchmark calculation, no performance fee is accrued and no performance fee is payable, and the calculation period is extended to the next calendar year. In this way, compensation of negative performances is ensured.

The first calculation period shall not be less than 12 months. If a Sub-Class that carries a performance fee is launched, its first calculation period will thus be from the launch date until the end of the following calendar year. The same is true for any existing Sub-Class to which a performance fee is added.

# How the fee is calculated

At the beginning of the first business day of a calculation period, and as soon as a performance fee is crystallised at the end of the calculation period, the accrued fee is zero and the respective values of the relevant NAV and the Reference Benchmark calculation are defined as the zero point for the period's performance fee calculations.

On every day that is a business day for the Fund, the performance of the applicable Reference Benchmark calculation is subtracted from the Sub-Class performance. A positive result indicates outperformance, a negative number underperformance.

The results from these calculations accrue over the calculation period. When the accruals result in net outperformance (calculated net of all costs) for the period to date, they are factored into NAV. When the accruals result in net underperformance for the period to date, no performance fee is factored into NAV, but the accrual calculations continue, meaning that no performance fee can be earned during that calculation period until the accrued underperformance is overcome.

The performance fee amount per Share is the performance fee percentage stated above multiplied by the amount of outperformance.

The performance fee is payable only if the performance of the Sub-Class exceeds the NAV previously attained when a performance fee was crystallised at the end of the calculation period, or if it exceeds the NAV at inception, if no performance fee has been paid.

This above-mentioned NAV, referred as high watermark (the NAV previously attained when a performance fee was crystallised at the end of the calculation period), is adjusted for the movements in the respective Reference Benchmark calculation and takes into account the subscriptions, redemptions or distributions effects. The calculation method is designed to account for the actual investment performance of the Fund and not for NAV increases resulting from new subscriptions. Furthermore, swing pricing or other adjustments intended to mitigate the effects of transaction volumes or costs are not counted in the performance fee calculation.

In cases where the Reference Benchmark calculation is negative, its value is defined as zero for the purposes of the calculation of the performance fee.

Because different Sub-Classes of the Fund may have different NAVs, the actual performance fees paid may vary by Sub-Class.

### Example

See below a simplified example showing how the outperformance would be calculated based on the NAV per Sub-Class evolution:

Year	Net perf. (end of year)	Accumu. perf. since last perf. fees	High water- -mark	Reference Benchmark	Accumu. Reference Benchmark since last perf. fees	Perf. fee rate	Perf. fee due	NAV after perf. fees (end of year)
1	3.00%	3.00%	100.00	4.00%	4.00%	10%	0.00%	103.00
2	3.88%	7.00%	100.00	3.00%	7.12%	10%	0.00%	107.00
3	1.87%	9.00%	100.00	0.00%	7.12%	10%	0.19%	108.81
4	-1.50%	-1.67%	108.81	1.00%	1.00%	10%	0.00%	107.00

		5	6.54%	4.77%	108.81	2.50%	3.53%	10%	0.12%	113.86
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In the above example, in year 1, the NAV shows a 3.00% increase, less than the 4.00% increase in the value of the Reference Benchmark. As there is no outperformance, no performance fee is due.

In year 2, the NAV shows a 3.88% increase, more than the 3.00% increase in the value of theReference Benchmark. This is an outperformance for the year, but the accumulated NAV performance remains lower than the value of the accumulated Reference Benchmark(7.00% vs 7.12%). Therefore, no performance fee is due.

In year 3, the NAV shows a 1.87% increase, when the value of the Reference Benchmark shows no increase (0.00%). This results in an outperformance for the year and on an accumulated basis (9.00% vs 7.12%) A performance fee of 0.19% (10% x (9.00% - 7.12%)) is due and payable at year's end.

In year 4, the Fund has a negative performance of -1.50%, when the value of the Reference Benchmark increases by 1.00%. Therefore, no performance fee is due.

In year 5, the NAV increases by 6.54%, more than the increase in value of the Reference Benchmark, showing a 2.50% increase. There is an outperformance for the year and on an accumulated basis (4.77% vs 3.53%) since when performance fee was paid last time, in year 3. A performance fee of 0.12% (10% x (4.77% - 3.53%)) is due and payable at year's end.

### **Operating and Administrative Expenses**

Under the terms of the AIFM Agreement, the Company, out of the assets of the corresponding Separate Fund, will pay to the AIFM Operating and Administrative Expenses of:

• 0.20 percent per annum of the Net Asset Value of each Sub-Class of Shares.

The Net Asset Value for the purposes of determining the Operating and Administrative Expenses will include all relevant expenses and liabilities paid or accrued. The fees are calculated on each Valuation Day on the net assets of each of the Sub-Classes and paid out of the corresponding Separate Fund, quarterly in arrears.

Out of the fee which the AIFM receives for Operational and Administrative Expenses, it is responsible and liable for paying all Operating and Administrative Expenses as defined in the section "Fees and Expenses" in the Principal Particulars. The Operating and Administrative Expenses do not include costs, fees and charges for which the Company is directly responsible and which will be paid by the Company as described in the Principal Particulars.

### **General Expenses**

The fees and expenses of any listing of Shares shall be charged to the relevant Separate Fund of the corresponding listed Sub-Class.

To the extent that any of the other operating costs set out in the section headed "Fees and Expenses" in the Principal Particulars are attributable to the Fund, they will be borne by the Fund. To the extent that they are not directly attributable to the Fund or any other particular Cell, they will be apportioned between all Cells (including the Fund or any Separate Fund) pro rata to their respective Net Asset Values.