

## **APPENDIX C - XP GLOBAL STRATEGIES FUND**

### **(A SUB-FUND OF DMS UCITS PLATFORM)**

#### **THE "SUB-FUND"**

##### **1. INVESTMENT OBJECTIVE AND STRATEGY**

The investment objective of the Sub-Fund is to achieve capital growth and an appropriate return by applying the principle of risk diversification through investments in a variety of eligible UCITS funds or UCITS ETF.

The Sub-Fund qualifies as a fund of funds and as such its assets will be invested in other eligible funds offering an exposure to a range of asset classes across fixed income, equities, money market and other sectors. The Sub-Fund will be actively managed.

Exposure to equity and fixed income sectors will be balanced. The Sub-Fund will hence normally hold around 60% of its assets in funds investing in fixed income and around 40% of its assets in equity related funds. On a short-term basis, the Sub-Fund may hold up to 100% of its assets in either funds investing in fixed income or in equity related funds.

Underlying funds may invest their assets worldwide and hence the Sub-Fund may offer a broad geographical diversification, including potentially exposure to countries considered as emerging markets.

The Sub-Fund may invest directly in Fixed Income. Such investments will normally not exceed 20% of the Sub-Fund's assets. Investments may be made in emerging markets, but the average rating of investments in Fixed Income shall remain BB or similar and no investments will be made in distressed/defaulted securities.

Under normal circumstances, the Sub-Fund will hold cash equivalent investments only when the Investment Manager reasonably regards it as necessary in order to enable redemptions of Shares to be made, for the efficient management of the Sub-Fund, to protect capital or where the interest rate is higher from these deposits than capital otherwise employed and in accordance with the Sub-Fund's investment objectives.

The Sub-Fund may invest in other UCITS eligible funds managed by the Investment Manager. Any investments into these underlying funds shall incur no additional subscription fee at the underlying fund level and all investments into these funds will be done at commercial rates. Investors should note, however, that, should this occur, a potential conflict of interests may exist for the Investment Manager or any related party. No underlying fund will be purchased with an annual management fee greater than 3%.

The Investment Manager does not consider the adverse impacts of its investment decisions on Sustainability Factors as there is no sufficient data available which is satisfactory in quality to allow the Investment Manager to adequately assess the potential adverse impact of its investment decision on sustainability factors.

Notwithstanding the above, the investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities which are determined by the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, as amended from time to time.

The Sub-Fund will not enter into TRS, securities lending and borrowing and/or repurchase, including reverse repurchase, transactions and/or buy-sell back transactions.

The underlying investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

## 2. INVESTMENT MANAGER

XP Advisory US (the «Investment Manager»), a company incorporated under the laws of the State of Florida, USA, on 21 October 2014. It serves as the investment manager of the Sub-Fund and is supervised by the US Securities and Exchange Commission.

The registered office of the Investment Manager is located at 701 Brickell Avenue, Suite 2120, Miami, FL 33131, United States of America.

## 3. CLASSES

Currently, there are three Classes available for issue to eligible investors in the Sub-Fund.

Each class of Shares has the same rights and restrictions, except that (i) different Investment Management Fees apply (as defined below), (ii) there is a different minimum initial investment amount and residual holding amount and (iii) they may be subject to a capped total expense ratio. All Classes are Accumulation Classes.

<b>Class</b>	<b>Currency of Denomination</b>	<b>Retail/ Institutional</b>	<b>Initial Issue Price</b>	<b>Minimum Initial Investment Amount and Residual Holding Amount</b>	<b>Investment Management Fee per Annum</b>
<b>Class A Shares</b>	USD	Retail	USD 100	USD 1000	1.2% p.a

<b>Class I Shares</b>	USD	Institutional	USD 100	USD 1000000	0.9% p.a
<b>Class B Shares</b>	USD	Only available for funds managed by the Investment Manager and its subsidiaries	USD 100	USD 1000	0.6% p.a

#### **4. BASE CURRENCY**

The Base Currency of Sub-Fund is in U.S. dollars.

#### **5. GLOBAL EXPOSURE CALCULATION METHODOLOGY**

VaR Approach.

The Sub-Fund employs the absolute Value-at-Risk (VaR) approach to measure its market risk. The absolute VaR limit of the Sub-Fund shall be set at or below 20% of its Net Asset Value. This limit is based upon a one (1) month holding period and a 99% unilateral confidence interval.

The level of leverage is not expected to be in excess of 150% of the net asset value of the Sub-Fund under normal circumstances, but investors should note that higher levels of leverage are possible.

In order to be consistent with current regulatory guidance on leverage disclosure, leverage is calculated using the sum of the gross notional of each FDI, without any risk adjustment such as deductions resulting from hedging purposes. Investors should note that this method of calculation results in high leverage figures which do not necessarily imply higher leverage risk in the Sub-Fund.

#### **6. BORROWING**

The Sub-Fund may borrow to cover operating expenses or for purposes of satisfying redemption requests or other obligations that would otherwise require the liquidation of the Sub-Fund investments, to the extent deemed appropriate by the Investment Manager, in its discretion, and provided the restriction set out in Section 7.7 of Part I of this Prospectus are complied with.

For clarification, the use of leverage is not generally meant to increase the Sub-Fund's risk exposure. Instead, it is generally used to reduce the risk of the Sub-Fund and/or to reduce the tracking error.

## **7. PROFILE OF A TYPICAL INVESTOR, DISTRIBUTION**

Investment in the Sub-Fund is suitable only for investors seeking current income through multi-asset classes and with a medium to long term investment horizon. The Fund may be suitable for investors willing to accept the different types of risks typically associated with investment in multi asset classes.

## **8. DETERMINATION OF THE NET ASSET VALUE**

For the purposes of calculation of the NAV per Share, all applications for subscription, redemption, switch and conversion of Shares of the Sub-Fund, as well as all contributions received in consideration for the issuance of Shares and all proceeds paid in consideration for the redemption or transfer of Shares shall be taken into account. In the case where a NAV calculation error is detected, the Administrator has a procedure in place in order to treat any NAV errors independently of any materiality threshold reached. Such procedure foresees incident reporting, escalation and corrective measures where required. In addition, in respect of NAV calculation errors above the materiality threshold and the de minimis rules as set forth in Circular 02/77, the Administrator will comply with the specific requirements of Circular 02/77, to the extent applicable to it.

Each Business Day will be a Calculation Day and a Dealing Day, as well as a NAV Date in respect of the immediately following Calculation Day. For the purpose of the Sub-Fund, a "Business Day" shall mean any day on which banks are open in the Grand Duchy of Luxembourg and the state of New York, USA.

The Net Asset Value per Share of each Class will be calculated on the Calculation Day in the currency of the relevant Class. It will be calculated by dividing the Net Asset Value attributable to each Class, being the proportionate value of its assets less its liabilities, by the number of Shares of such Class then in issue. The resulting sum shall be rounded to three decimal places.

## **9. SUBSCRIPTIONS**

Upon launch of the relevant share class, Shares will be issued at the Initial Issue Price (the "Initial Offering Period"). Subscriptions generally must be made in the amounts indicated in table 3 above. Additional subscriptions generally must be made in an amount of at least \$1,000.00. Investors may apply to subscribe for Shares of each Class on a NAV Date for processing on the next following Dealing Day. Provided the application form is received by the Administrator prior to 5.00 p.m. Luxembourg time one business day prior to a NAV Date, subject to the Management Company's discretion to determine otherwise, the Shares will be issued at the Subscription Price calculated on the next following Dealing Day. Applications for subscriptions received or deemed to be received after 5.00 p.m. Luxembourg time one business day prior to a NAV Date will be deemed to have been received on the next NAV Date. The Management Company may at its discretion waive this requirement, provided that the principle of equal treatment between Shareholders which are in the same situation is complied with and that any such subscription will be at a Net Asset Value which is not yet known at the relevant cut-off time (i.e. before closure of the relevant market(s) and publication of the relevant Net Asset Value).

The full Subscription Price, payable in the currency of denomination of the relevant Class, must be received no later than close of business on the Business Day following the appropriate Dealing Day (or by such earlier or later date and/or time as the Management Company may at its discretion determine).

The Sub-Fund will also have the right to accept subscriptions through contributions in kind of assets to a Sub-Fund in lieu of cash in accordance with Section 14.12 of Part I of this Prospectus.

If timely settlement is not made, the subscription may lapse and be cancelled at the cost of the applicant or its financial intermediary. Failure to make good settlement by the settlement date may result in the Fund bringing an action against the defaulting investor or its financial intermediary or deducting any costs or losses incurred by the Management Company and/or the Sub-Fund against any existing holding of the applicant in the Sub-Fund. In all cases any money returnable to the investor will be held without payment of interest pending receipt of the remittance.

## **10. REDEMPTIONS**

Shareholders may apply to redeem their Shares of each Class on a NAV Date for processing on the next following Dealing Day. Provided the application form is received by the Administrator prior to 5.00 p.m. Luxembourg time one business day prior to a NAV date, subject to the Management Company's discretion to determine otherwise, the Shares will be redeemed at the Redemption Price calculated on the next following Dealing Day.

Applications for redemptions received or deemed to be received after 5.00 p.m. Luxembourg time one business day prior to a NAV Date will be deemed to have been received on the next NAV Date.

The Management Company may at its discretion waive this requirement, provided that the principle of equal treatment between Shareholders which are in the same situation is complied with and that any such redemption will be at a Net Asset Value which is not yet known at the relevant cut-off time (i.e. before closure of the relevant market(s) and publication of the relevant Net Asset Value).

Redemption requests must be sent in writing by facsimile or any other means as outlined in the redemption documents to, and must be received by, the Administrator, and must include the names and account number of the Shareholder(s), the Class and number of Shares requested to be redeemed or monetary amount for the value of which shares are to be redeemed and instructions for the remittance of the proceeds.

A redemption request will always be deemed to relate to the Shares that were first issued to a Shareholder in case the Shareholder subscribed several times to Shares of the relevant Class.

Redemption proceeds are paid in the reference currency of the relevant Class by or on behalf of the Depositary as soon as reasonably practicable and no later than three (3) Business Days after the relevant Dealing Day, unless statutory or legal provisions, such as foreign exchange controls or restrictions on capital movements, or other circumstances beyond the control of the Depositary and Management Company, make it impossible to transfer the redemption amount to the country that the redeeming Shareholder has requested. In the circumstances mentioned under Section 20 of Part I ("Suspension of Determination of the Net Asset Value") where the Sub-Fund is unable to liquidate securities positions in an orderly manner in order to fund redemptions or where the value of the assets and liabilities of the Sub-Fund cannot be reasonably determined, the Sub-Fund may take longer than three(3) Business Days to effect settlements of redemptions or it may even suspend redemptions in accordance with the aforementioned Section.

## **11. CONVERSION OF SHARES**

Solely with the consent and at the discretion of the Management Company, Shareholders may switch their Shares from any Class to another Class of Shares exclusively within the Sub-Fund on any Calculation Day by submitting a switch request to the Administrator prior to 5.00 p.m. Luxembourg time by no later than three (3) Business Days prior to the relevant Calculation Day.

Should the Management Company agree to such switch, the switch will be made at the prevailing Net Asset Value of the relevant Classes calculated on the relevant Calculation Day. Switches in the Sub-Fund will not be subject to any charge. In the event that a Shareholder's holding amount in respect of a Class of Shares fall below the minimum amount specified in Section 3 in respect of such Class of Shares, such Shareholder will be considered to have made a request for all of its Shares of such Class to be switched to another Class of Shares as of the next Calculation Day, except to the extent such Shareholder's holding amount of such Shares is above the relevant minimum holding amount at such time.

## **12. FEES AND EXPENSES**

### **12.1 Management Fee**

In respect of its provision of management services to the Sub-Fund, the Management Company will receive from the Sub-Fund a management fee ("Management Fee") on a sliding scale at a maximum rate of 0.27 % per annum of the Net Asset Value of the Sub-Fund. This is subject to an annual minimum fee of up to €175,000.

The Management Fee will be calculated and will accrue at each Calculation Day and is paid monthly in arrears together with reasonable vouched out of pocket expenses incurred by the Management Company in the performance of its duties. The Management Company is responsible for paying the fees and expenses of the Directors, Administrator, Depositary, Auditors (for the annual audit only) Costs out of the Management Fee.

The Management Company may charge additional fees for additional services, as may be agreed from time to time.

### **12.2 Investment Management Fee**

The Sub-Fund pays to the Investment Manager an investment management fee ("Investment Management Fee") in respect of each Share Class as specified in Section 3 above. The Investment Management Fee will be calculated based on the Net Asset Value of the relevant Share Class, will accrue at each Calculation Day and will be paid monthly in arrears. From time to time the Investment Manager in its sole discretion may enter into arrangements with one or more Shareholders (and not with other Shareholders) pursuant to which it agrees to rebate to such Shareholder(s) all or a portion of the Investment Management Fees paid to the Investment Manager in respect of some or all of the Shares of the applicable Shareholder.

### 12.3 Expenses

The Set-Up Costs estimated at EUR 30,000 will be borne by the Sub-Fund and amortised over a period not to exceed the first five (5) years of the Sub-Fund commencing on the date of first issue of Shares of the Sub-Fund.

The Sub-Fund will bear on-going operational expenses as more particularly described in Section 21.6 of the Part I of this Prospectus.

All expenses related to the compliance with the SFDR and any other applicable legislation or regulations related to the EU Action plan, including costs and expenses of collecting and calculating data and the preparation of policies, disclosures and reports in addition to other matters that relate solely to marketing and regulatory matters.

### 13. INVESTOR SUITABILITY

The Sub-Fund does not accept subscriptions from investors that are U.S. Persons.

### 14. SUB-FUND SPECIFIC RISKS

An investment in the Sub-Fund involves substantial risks, including but not limited to those described below. There can be no assurance that the Sub-Fund's investment objective can or will be achieved or that the Sub-Fund will be able to return any invested capital to investors. Investment results may vary substantially from period to period.

A Shareholder should limit the portion of its investment portfolio invested in the Company in order to achieve diversification of risk. Investors of the Sub-Fund should be specifically aware that the Sub-Fund is particularly exposed to the risk factors set out in Sections 32.45.2 and 32.45.3 of Part I of this Prospectus.

Specific Risk Factor applying to Fund of Funds: the performance and risks of a fund of funds directly correspond to the performance and risks of the underlying funds in which the fund invests. Shareholders bear indirectly their proportionate share of the expenses of other investment companies in which the fund invests.

### 15. CERTAIN CONFLICTS OF INTEREST

The Investment Manager and its affiliates and principals, and various other service providers of the Sub-Fund will be subject to ongoing potential and/or actual conflicts of interest involving the Sub-Fund and/or its prospective and/or existing Shareholders, including, among others, the conflicts of interest described below. From time to time one or more such conflicts may be resolved in a manner unfavorable to the Sub-Fund and/or its prospective and/or existing Shareholders, which in turn may have material adverse effects on the Sub-Fund and/or its prospective and/or existing Shareholders.

The Investment Manager is not required to devote its full time or any material portion of its time to the Sub-Fund. The Investment Manager and/or its affiliates and related persons may sponsor, advise and/or

manage certain other types of investment products or accounts without limitation, and are currently involved in, and may in the future become involved in, other business ventures, including other investment funds whose investment objectives and policies in certain respects may be the same as or similar to those of the Sub-Fund. The Sub-Fund and its Shareholders will not share in the risks or rewards of such other ventures, and such other ventures will compete with the Sub-Fund for the Investment Manager's and its affiliates' time and attention and might create additional conflicts of interest, as described below.

The Investment Manager and its affiliates may invest and trade in securities and other financial instruments for the accounts of clients other than the Sub-Fund (and the employees and principals of the Investment Manager and its affiliates may engage in personal trading for their own accounts) even if such securities and other financial instruments are the same as or similar to those in which the Sub-Fund invests and trades, and even if such trades compete with, occur ahead of or are opposite those of the Sub-Fund. The Investment Manager or its affiliates from time to time also may have incentives to favor one or more of their other clients over the Sub-Fund (including, for example, in any cross trade between the Sub-Fund and such other clients, or in the allocation of limited investment opportunities among the Sub-Fund and such other clients, where such other clients pay the Investment Manager or its affiliates higher fees for its services). However, the Investment Manager, its affiliates and their respective employees and principals will not knowingly trade for the accounts of clients other than the Sub-Fund or for their own accounts (as applicable) in a manner that is detrimental to the Sub-Fund, nor will they seek to profit from their knowledge that the Sub-Fund intends to engage in particular transactions.

Subject to the considerations set forth above, in investing and trading for client and personal accounts other than the Sub-Fund, the Investment Manager, its affiliates, and their respective employees and principals may make use of information obtained by them in the course of investing and trading for the Sub-Fund, and they will have no obligation to compensate the Sub-Fund or its Shareholders in any respect for their receipt of such information or to account to the Sub-Fund or its Shareholders for any profits earned from their use of such information.

The Investment Manager and its affiliates, employees and principals do not intend to make their trading records available for inspection by the Shareholders, except to the extent such disclosure may be required by applicable law.

If there is a limited supply of an investment opportunity, the Investment Manager and its affiliates will act in a fair and reasonable manner in allocating suitable investment opportunities among their client and personal accounts (as applicable), but the Investment Manager and its affiliates cannot assure equality among all such accounts. In such cases, participation in such opportunities will be allocated by taking into account factors such as the relative amounts of capital available for new investments, relative exposure to short-term market trends and the investment programs and portfolio positions of the Sub-Fund and the clients for which participation is appropriate. No assurance can be given, however, that (i) the Sub-Fund will participate in all investment opportunities in which other clients of the Investment Manager or its affiliates (or personal accounts of their respective employees and principals) participate, (ii) particular investment opportunities allocated to clients other than the Sub-Fund (or to personal accounts) will not outperform investment opportunities allocated to the Sub-Fund, or (iii) equality of treatment between the Sub-Fund, on the one hand, and other client accounts of the Investment Manager



or its affiliates (or personal trading accounts of their respective employees and principals), on the other hand, will otherwise be assured.

The Investment Manager is not required to combine orders for the execution of Sub-Fund portfolio transactions with orders for the execution of portfolio transactions of any other client or principal account of the Investment Manager, but it may do so to the extent permitted by applicable law.

Different investors in the Sub-Fund may have differing circumstances or objectives, and the actions of the Investment Manager in managing the Sub-Fund's portfolio may benefit certain investors more than others (or may benefit certain investors while being detrimental to others).

The Investment Manager or its affiliates may provide services to Shareholders that are separate from the services that they provide to the Sub-Fund. Any fees paid by a Shareholder to the Investment Manager or its affiliates with respect to such separate services will not reduce the fees indirectly borne by such Shareholder, or amounts owed by such Shareholder to the Sub-Fund, as a result of its ownership of the Shares, except as may be expressly agreed otherwise by the Investment Manager or its affiliates (as applicable).

In view of the substantial compensation that the Investment Manager and its affiliates may receive in connection with the operations of the Sub-Fund (and because the success of the Sub-Fund's operations are highly dependent upon the sale, and on Shareholders' continued holding, of Shares), investors communicating with any representatives of the Investment Manager and/or any of its affiliates concerning a potential investment in, or their continued holding of, Shares should regard the applicable representative(s) as having financial incentives to encourage the investor to purchase Shares, or to continue to hold Shares, as applicable. Accordingly, investors should not view any such representative(s) (or their recommendations) as disinterested.

The Sub-Fund may also engage in transactions with brokers, dealers, counterparties and others in which the Investment Manager or its affiliates have an interest.