

Terms and Conditions for the Use of the LuxFLAG Label

1. The LuxFLAG Label (hereafter the “Label”) is valid for a period of one (1) year, starting from the first day of the month following the meeting of the Board of Directors of LuxFLAG (hereafter the “Board”) resolving to grant the Label and ending on the last day of the twelfth month thereon (hereafter the “Validity Period”).
2. The use of the Label is conditioned on the signing of the present Terms & Conditions and the payment of the fees pertaining to the granting of the Label in a timely manner and no later than one (1) month from the communication of the granting of the Label to the labelled fund (hereafter the “Labelled Fund”).

The Labelled Fund undertakes not to make any use of the Label prior to having signed the present Terms & Conditions. In addition, the Labelled Fund undertakes not to make any public reference to the Label after the expiry of the Validity Period.

3. The Labelled Fund undertakes to comply with the Label’s eligibility criteria during the Validity Period. The Labelled Fund undertakes to notify LuxFLAG in writing as soon as it becomes aware that it no longer fulfils the Label’s eligibility criteria.

Should the granting of the Label be subject to the fulfilment of pre-defined, substantive requirements, the Labelled Fund agrees to comply with these requirements in a timely manner.

In case of non-compliance with the Label’s eligibility criteria and/or the aforementioned requirements, the Board reserves the right to revoke the use of the Label by the Labelled Fund.

4. The renewal of the Label upon the expiry of the period defined in paragraph 1 is subject to a renewal application to be filed by the Labelled Fund prior to the expiry of the Validity Period. The renewal of the right to use the Label is subject to a correspondent fee to be determined by the Board.
5. The Labelled Fund agrees to authorise LuxFLAG to publish information related to the Labelled Fund, including, but not limited to, the name, logo and classification under the Sustainable Finance Disclosure Regulation of the Labelled Fund on the LuxFLAG website, following the granting of the label.
6. The Labelled Fund undertakes, whenever referring in its marketing documents or otherwise, to the fact that it has been granted the Label for the Validity Period to state that investors



must not rely on the Label with regard to investor protection issues and LuxFLAG does not incur any liability related to financial performance or default.

7. The Labelled Fund undertakes to comply with the standard presentation of the LuxFLAG's name and logo as provided by LuxFLAG. All references to LuxFLAG in documentation prepared by the Labelled Fund will use such standard presentation.
8. The Labelled Fund undertakes not to refer to the Label otherwise than in connection with its own affairs and it will not, in particular, accept that any other related fund, manager, adviser, custodian or service provider in any way associate itself with the Label.