

Terms and Conditions for Victory Capital's Offshore Funds Website

The following are the terms and conditions ("Terms") under which you may use this website (the "Offshore Funds Website"), which is hosted by Victory Capital Management Inc. ("VCM").

In the U.S., Victory Capital Services, Inc. ("VCS"), a U.S.-registered broker-dealer, provides marketing services in connection with the distribution of products managed by Amundi Asset Management or its affiliates. VCS markets these products to financial intermediaries, both within and outside of the U.S. (in jurisdictions where permitted to do so) for sale to clients who are not United States persons.

Users

The Offshore Funds Website is directed at Investment Professionals acting in their professional capacity only. For purposes of this Website, the term Investment Professionals means broker/dealers, financial advisers, insurance companies, asset managers, discretionary wealth managers, banks and other authorized intermediaries. Anyone not falling within this category should exit the Offshore Funds Website. The Offshore Funds Website is not intended for and it should not be accessed by other persons including retail clients and its content should only be relied upon by Investment Professionals.

The information contained in the Offshore Funds Website is not for distribution and does not constitute an offer to sell or the solicitation of any offer to buy any securities or services in the United States of America or in any of its territories or possessions subject to its jurisdiction or to or for the benefit of any United States Person. For the purposes of these Terms, a United States Person includes but is not limited to a person (including a partnership, corporation, limited liability company or similar entity) that is a citizen or resident of the United States of America or is organized or incorporated under the laws of the United States of America.

This Offshore Funds Website is also not directed at any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of this Offshore Funds Website is prohibited. Persons in respect of whom such prohibitions apply must not access this Offshore Funds Website. The Offshore Funds Website contains information covering many different investment funds, managed and registered in many different locations around the world (the "Offshore Funds") and the content herein is restricted to duly authorized Investment Professional for informational purposes. It should not be considered as a solicitation, advice, offer or a recommendation for any security or

service in any jurisdiction where such offer, solicitation or recommendation would be unlawful or unauthorised.

VCM and VCS (collectively, the “Company”) make no representations that the Offshore Funds Website or any contents contained on it are appropriate or available for use in any jurisdiction. This information is not intended to be published or made available to any person in any jurisdiction where doing so would result in contravention of any laws or regulations applicable to the user. In particular, certain Offshore Funds can be marketed in certain jurisdictions only. Please see below for specific notices for specific jurisdictions.

The user should ensure that the use of this information and any resulting fund transactions does not contravene any applicable restrictions in this respect. It is the user's responsibility to be informed and to observe all applicable laws and regulations of any relevant jurisdiction. By accessing this Offshore Funds Website, you are representing and warranting that the applicable laws and regulations of your jurisdiction allow you to access the Offshore Funds Website; that you will use any information obtained from the Offshore Funds Website in accordance with all applicable laws and regulations vis-à-vis third parties including clients and taking the country of residence/domicile of same into consideration; and that you have agreed to all of the additional conditions outlined herein

Nothing in the Offshore Funds Website constitutes investment advice and its content should not be relied upon to make investment decisions or give investment advice.

Investors and prospective investors should seek appropriate professional advice, including advice as to suitability and as to whether they require any governmental or other consents or need to observe any formalities to enable them to invest in any particular fund, before investing. The Offshore Funds may not be suitable for everyone. Investment in the Offshore Funds may have tax consequences and it is important to bear in mind that the Company does not provide tax advice. The levels and basis of taxation can change. You should consult your own tax adviser in order to understand any applicable tax consequences. Applications to invest in any funds must only be made on the basis of the offering documents relating to the specific fund (e.g. prospectus, investment memorandum or other applicable documentation) and may not be made via this Offshore Funds Website. Please instruct your clients to read the relevant offering documents carefully before investing.

Any user distributing information taken from the Offshore Funds Website, in whatever form, to any other person, agrees to attach a copy of this page and obtain the agreement of such other person to comply with the terms set forth on this page.

The Offshore Funds have not been registered in the United States under the Investment Company Act of 1940 and units or shares in the Offshore Funds are not registered in the United States under the Securities Act of 1933 of the United States as amended.

Past performance does not guarantee and is not indicative of future results. There can be no assurances that countries, markets or sectors will perform as expected. Investments involve certain risks, including political and currency risks. Investment return and principal value may go down as well as up and could result in the loss of all capital invested. Certain funds may invest substantially in any one or a combination of (i) emerging market securities, subjecting the fund to higher liquidity, currency, political, regulatory and economic risks; (ii) securities in a single market/sector, which are subject to higher concentration risk than investments with a more diversified portfolio; (iii) small cap companies, which are subject to higher default, liquidity and volatility risk than investment in large cap companies; and (iv) below-investment grade securities, which are subject to higher counter-party/credit, market and liquidity risks than investment grade securities. Such investments may subject a fund's net asset value to substantial loss. Certain funds may also invest in financial derivative instruments, which may subject the relevant fund to substantial counterparty/credit risk, market risk and liquidity risk and potential substantial loss. Please be aware that currency fluctuations may also affect the value of overseas investments.

Access to the Offshore Funds Website

The Company grants you a limited right to use the Offshore Funds Website. Your right to use the Offshore Funds Website is subject to your agreement to abide by these Terms in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Offshore Funds Website. At any time and for any reason the Company or an affiliate may revoke your right to use all or any portion of the Offshore Funds Website. You may not violate or attempt to violate the security of the Offshore Funds Website.

Content of the Offshore Funds Website

Whilst the Company and its affiliates seek to ensure that the information on this web site is accurate and up to date, the Company does not warrant the adequacy, accuracy, timeliness or completeness of this information and does not accept any liability arising from any inaccuracy or omission in or the use of or reliance on the information on this web site

Further, the Company reserves the right to change or amend the information provided at any time and without prior notice.

In view of the above, the Company advises you to confirm the accuracy of any information with the Company before seeking to rely on such information.

Intellectual Property Rights

Copyrights and all other intellectual property rights subsisting in the Offshore Funds Website and each and every piece of information provided on or through the Website is owned by the Company or a third party licensor. You may not copy, modify, publish, licence, sell, resell, retransmit or otherwise make the information retrieved from the Website available in any manner or on any media to any third party unless you have obtained our prior written consent.

Availability of Offshore Funds Website

The Company and its affiliates will endeavor to make the Offshore Funds Website available but cannot guarantee that the Offshore Funds Website will operate continuously or without interruptions or be error free. You must not attempt to interfere with the proper working of the Offshore Funds Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

The Company reserves the right to correct, improve or change the Offshore Funds Website and to suspend access to the Offshore Funds Website for maintenance or improvements. The Offshore Funds Website may contain typographical errors or inaccuracies and the Company does not take responsibility for amending or updating such information.

Liability

The Offshore Funds Website is provided on an "as is" basis and neither the Company nor any of its information providers, licensors, directors, employees, or agents warrant that their supply of information to users (the "Service") will be uninterrupted or error free nor does the Company or any of its information providers, licensors, directors, employees or agents make any warranty as to the results to be obtained from use of the Service.

The Service is distributed without warranties of any kind either express or implied, including but not limited to warranties of title or implied warranties of satisfactory quality or fitness for a particular purpose or otherwise, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under applicable law.

All conditions, warranties or representations, not expressly stated in these Terms are excluded to the fullest extent permissible by law.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Offshore Funds Website. You also understand that the Company cannot and does not guarantee or warrant that any material available on the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

The Company provides the Service free of charge and therefore neither the Company nor anyone else involved in creating, producing or delivering the Service (together the “Service Providers”) shall be liable (in tort, contract or otherwise) for any direct, indirect, incidental, special or consequential damages arising out of use of the Offshore Funds Website or Service, or inability to use the Offshore Funds Website or Service or out of any breach of any warranty. The Service Providers will not in any way be responsible for any acts or omissions of the user in connection with the Service or inability to use the Service or out of any breach of any warranty. The Service Providers will not in any way be responsible for any selection or retention of, or the acts or omissions of, the user in connection with the Service. The Service Providers are not responsible for any loss or damage that could result from interception of the Services by third parties, theft, operator error or strikes.

If the Company is liable in respect of the Offshore Funds Website and/or the Service for any reason, its liability shall be limited to €100.

Linked Sites

The Company may provide hypertext links to sites on the Internet and the Company makes no representations whatsoever about any other site(s) which you may access through this Offshore Funds Website or which may link to the Offshore Funds Website. When you access any other site you understand that it is independent from the Offshore Funds Website and that the Company has no control over the content or availability of that site. In addition, a link to any other site does not mean that the Company endorses or accepts any responsibility for the content, or the use of, such a site and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Any concerns regarding any external link to any third party site should be directed to that site’s operator.

Risk Statement

You should be aware and make any prospective investor aware of the risks associated with securities investment. Please remember that past performance is not necessarily a guide to the future does not guarantee and is not indicative of future results.

EU e-Privacy Directive

This Offshore Funds Website uses cookies to manage authentication, navigation, and other functions. By using our Offshore Funds Website, you agree that we can place these types of cookies on your device.

These terms and conditions of use should be read in conjunction with the cookies policy.

These terms and conditions of use should be read in conjunction with the privacy statement.

Telephone Recording

Please note that for business and regulatory purposes, emails and telephone calls to and from the Company and/or our affiliates, may be subject to recording, storage and review in order to carry out your instructions correctly, to help improve the quality of our service and in the interests of security.

Notice for the U.S.

The information contained in the Offshore Funds Website is not for distribution and does not constitute an offer to sell or the solicitation of any offer to buy any securities or services in the United States of America or in any of its territories or possessions subject to its jurisdiction or to or for the benefit of any United States Person. For the purposes of these Terms, a United States Person includes but is not limited to a person (including a partnership, corporation, limited liability company or similar entity) that is a citizen or resident of the United States of America or is organized or incorporated under the laws of the United States of America.

Notice for All Other Jurisdictions

The offer and sale of the Offshore Funds in certain jurisdictions or to certain investors, may be restricted or prohibited by law. In EEA and Switzerland, where a fund is notified for public sale a Key Investor Information Document is produced. Users can consult <https://www.amundi.lu/retail/Local-Content/Footer/Quick-Links/Regulatory-information/Amundi-Funds> and select their country to discover which funds are notified for public sale in their country. The Funds are not registered or otherwise notified for public offering with the relevant authorities of any Central American, South American, Latin

American or Caribbean country. The Funds are not available for distribution to Canadian residents.

General

Unless otherwise stated, all views expressed are those of the Company. These views are subject to change at any time based on market and other conditions and there can be no assurances that countries, markets or sectors will perform as expected. These views should not be relied upon as investment advice, as securities recommendations, or as an indication of trading intent on behalf of any of the strategies managed by the Company.

The Company may assign or subcontract any or all of its rights and obligations under these Terms.

The Company may alter these Terms from time to time and post the new version on the Offshore Funds Website, following which all use of the Offshore Funds Website will be governed by that version.

If any provision or term of these Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from them and shall be deemed to be deleted from them.

By proceeding, you are representing that you have understood and accepted the Terms. You also (i) agree that such information will apply to any subsequent access to this Offshore Funds Website by you, and that all such subsequent access will be subject to the disclaimers, risk warnings and other information set out herein and (ii) warrant that no other person will access the Offshore Funds Website from the same computer and logon as you are currently using.