

PRI Report

Axiom Alternative Investments
2026 PRI Reporting Framework

Downloaded 29 July 2026

Terms and Conditions

1. Introduction

1.1 The following terms and conditions form the Agreement agreed between your corporate entity ("you", "your") and PRI Association ("PRI", "we," "us", "our"), Registered Company No: 720794, Registered Office: 1st Floor, 20 Wood Street, City of London, UK, EC2V 7AF in relation to the use of, and submission of data to, the Reporting Tool.

1.2 By clicking on the button marked "I Accept" before you access the Reporting Tool on the PRI Website or by using the Reporting Tool, you agree to be legally bound by this Agreement.

1.3 Your use of the Data Portal is governed by the Data Portal terms and conditions, which can be found in the Data Portal. The Data Portal terms and conditions are hereby incorporated by reference. In the event of a conflict between this Agreement and the Data Portal terms and conditions, this Agreement shall prevail.

1.4 The definitions that apply in the Agreement are:

Terms	Definitions
"Aggregated Data"	means data from which it is not possible to identify a Signatory or determine or otherwise infer an individual Signatory's responses to Indicators.
"Assessment Peering Data"	means aggregate data compiled from a group of at least 15 Signatories which compares the Signatories based on various categories including geography, region, country, asset class, AUM group and year of becoming a Signatory.
"Authorised Third Parties"	means third parties that PRI works with or otherwise co-operates with to further its purposes, including but not limited to academics, charities or not-for-profits and peer organisations.
"Confidential Information"	means any information of a confidential nature obtained under this Agreement, or relating to this Agreement, including information of any kind relating to business activities, practices, finances, strategic plans, ideas, designs and innovations, but not including information: 1. in the public domain (otherwise than by breach of this Agreement); 2. in the lawful possession of the receiving party before the date of this Agreement (other than through liaison between the parties before and in anticipation of this Agreement); or 3. obtained from a third party free to divulge it.
"Controller"	has the meaning given in the Data Protection Legislation.
"Data Portal"	means a cloud-based platform used by the PRI to host Reports.
"Data Protection Legislation"	means all applicable national, international and local laws, rules, regulations or directives concerning data protection, information security, cyber security, data privacy and data breach notification including, without limitation and where applicable, the Data Protection Act 2018 and the UK GDPR, each as amended from time to time and any successor laws, rules, legislation, regulation or directives.
"De-listing" or "De-listed"	means the process of ceasing Signatory status. Unless PRI gives special dispensation, Signatories meeting the eligibility requirements (specified in the PRI Association Rules) that fail to complete the Reporting Framework in accordance with the Required Reporting Cadence will be De-listed.

"Indicators"	means a question designed to obtain specific information from you on elements of your responsible investment policies/activities. All indicators are mandatory to report. The Organisational Profiling questions are not considered Indicators.
"Insights"	means PRI reports, insights, guidance or other works intended for publication or sharing with Authorised Third Parties.
"Intellectual Property Rights"	means all patents, trademarks, copyright, database and design rights (whether registered or not) and all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license or otherwise.
"Mapping against external reporting regulations/ standards"	means the mapping done by PRI whereby we have mapped PRI reporting against a number of key regulations and standards, to help signatories manage their reporting requirements. The intention is to help signatories understand the connections between PRI reporting requirements and the various regulations and standards they may be reporting against. The mapping in the explanatory notes of each Indicator provides a high-level summary identifying where meeting the PRI reporting requirements may inform disclosure against external reporting requirements and vice versa. It is intended to be used alongside the relevant regulations and standards to support signatories when preparing to report. Please note, this material does not constitute compliance advice, imply equivalency between PRI reporting and the referenced regulations and standards, nor indicate the content of future PRI reporting requirements.
"Minimum Requirements"	means the minimum requirements for membership of the PRI as set out on the PRI's Website or as otherwise communicated by the PRI, from time to time. Signatories that do not meet the Minimum Requirements for 2 consecutive years may be De-listed.
"Network Partners"	means third party organisations that work together with PRI to co-ordinate or provide a secretariat function to NZAOA or NZAM.
"NZAM"	means the Net Zero Asset Managers Initiative.
"NZAOA"	means the Net Zero Asset Owner Alliance.

"Organisational Profiling questions"	means a question designed to obtain specific information from you necessary to drive the logic of the Reporting Framework (for example, % assets under management in Private Equity), or to profile you for peering and contextualisation purposes. These questions are separate to the Indicators.
"Organisational Profiling Report"	means a Report containing only your responses to the Organisational Profiling questions.
"Personal Data"	has the meaning given in the Data Protection Legislation.
"PRI Materials"	means: (i) any PRI materials provided or made available to you under this Agreement including but not limited to the Reporting Framework, the Reporting Tool, PRI support tools and guidance, the Data Portal and Reports and; (ii) any underlying Intellectual Property Rights contained therein; in each case, excluding any Signatory Materials included or incorporated into the PRI materials.
"PRI Website"	unless otherwise indicated, means the PRI's website at www.unpri.org , including MyPRI (as applicable).
"Private Assessment Report"	means a Report showing your assessment for each Indicator calculated based on PRI's own proprietary assessment methodology, which assesses data collected through the Reporting Framework and a comparison against your peers.
"Private Transparency Report"	means a Report for Signatories that chose to report in their Reporting Grace Period.
"Senior Leadership Accountability Report"	means a Report containing only your responses to the Senior leadership accountability (SLA) section of the Reporting Framework.
"Publication Guidelines"	means the publication guidelines published from time to time on the PRI's Website.
"Report(s)"	means a: Senior Leadership Accountability Report; Transparency Report; Private Transparency Report; Private Assessment Report; and/or Organisational Profiling Report, as applicable.
"Reporting Framework"	means a set of questions and content developed by PRI which is hosted on the Reporting Tool and through which PRI collects information on responsible investment activities.
"Reporting Grace Period"	Means the first calendar year in which you become a Signatory and the following year. For example, if you join on 31 March 2025, you will not be required to complete the Reporting Framework in 2025 or 2026, although you may choose to do so on a voluntary basis.

"Reporting Tool"	means a third-party cloud-based platform licensed to PRI that hosts the Reporting Framework.
"Required Reporting Cadence"	means the required reporting cadence for completing the Reporting Framework, as set out in clause 4 of this Agreement.
"Score(s)"	means the PRI-awarded score(s) set out in your Private Assessment Report.
"Signatory"	means a signatory to the Principles of Responsible Investment.
"Signatory Materials"	means: (i) any signatory materials provided or made available to the PRI under this Agreement including but not limited to your responses to Indicators; and (ii) any underlying Intellectual Property Rights contained therein; in each case, excluding any PRI Materials included or incorporated into the Signatory materials.
"Transparency Report"	means a Report containing all of your responses to the Indicators.

2. Obligations of PRI

2.1 Subject to the terms and conditions set out in this Agreement, PRI will:

2.1.1 make the Reporting Tool available to you;

2.1.2 provide you with reasonable support and assistance to complete the Reporting Framework, including in the form of online guidance; and

2.1.3 provide you with your Reports: Senior Leadership Accountability Report; Transparency Report; Private Transparency Report (where applicable); Private Assessment Report; and Organisational Profiling Report.

3. Your obligations

3.1 Subject to the terms and condition set out in this Agreement, you will:

3.1.1 complete the Reporting Framework in accordance with the Required Reporting Cadence;

3.1.2 use your best endeavours to ensure the accuracy of all information you submit to the Reporting Tool; and

3.1.3 review the content of your Report(s) before publishing them or sharing them.

4. Required Reporting Cadence

4.1 All Signatories must complete the Reporting Framework annually unless one of the following exemptions applies:

4.1.1 The Signatory is in their Reporting Grace Period; or

4.1.2 The signatory has been granted a formal exemption by the PRI under recognised extenuating circumstances, at PRI's sole discretion.

4.2 During the Reporting Grace Period, completion of the Reporting Framework is voluntary but you may complete the Reporting Framework if you wish. Please note that if you join part-way through a calendar year, you will only be able to complete the Reporting Framework for that year if the PRI is able to add you to the Reporting Tool in advance of the reporting window opening.

4.3 All Signatories must complete the Reporting Framework by the deadline for submission set by the PRI. If you have not completed and submitted responses to the Reporting Tool by the set deadline, PRI shall not be obliged to provide you with your Reports for that year.

5. Production of Reports

5.1 PRI will produce your Reports based on the data you submit to the Reporting Tool and, in the case of your Private Assessment Report, PRI's assessment methodology.

5.2 PRI may, with your express permission, amend your completed and/or submitted responses to the Reporting Tool prior to publication of your Reports.

5.3 During the reporting year, acting reasonably, PRI may change the assessment methodology at any time before you receive your Private Assessment Report.

5.4 PRI retains the right to delay or refuse publication of your Reports if PRI has reasonable doubt about the accuracy or veracity of the information provided by you.

6. Publication of Reports

6.1 If you choose to complete the Reporting Framework during the Reporting Grace Period on a voluntary basis, you may choose not to publish the resulting Private Transparency Report on the Data Portal.

6.2 Subject to clause 6.1 (your right to choose not to publish your Private Transparency Report during the Reporting Grace Period), the PRI will publish your Reports on the Data Portal as follows:

Report	Made available to:
Senior Leadership Accountability Report	All Data Portal users (i.e., including non-Signatories)
Transparency Report	All PRI Signatories
Private Transparency Report	All PRI Signatories (unless you have chosen not to publish, as set out in clause 6.1 above)
Private Assessment Report	Signatory only (i.e., private to the Signatory that is the subject of the Report)
Organisational Profiling Report	Signatory only (i.e., private to the Signatory that is the subject of the Report)

6.3 Subject to clause 6.1 (your right to choose not to publish your Private Transparency Report during the Reporting Grace Period), the PRI may also publish your responses to individual Indicators contained in your published Senior Leadership Accountability Report, Transparency Report or Private Transparency Report).

6.4 Subject to this clause 6 and clauses 7 to 9 inclusive (PRI's use and sharing of data), PRI will not publish or otherwise disclose your Reports or responses to individual Indicators.

6.5 You may choose to publish your responses and/or one or more of your Reports, subject to the restrictions on publication set out in clause 11.2.

7. PRI's use of data

7.1 The PRI may use any data you submit to the Reporting Tool, your Reports and Assessment Peering Data as set out in this Agreement.

7.2 Subject to any restrictions or duties of confidentiality set out in this Agreement, PRI may use any data you submit to the Reporting Tool, your Reports and Assessment Peering Data:

7.2.1 to develop the Minimum Requirements applicable to all Signatories;

7.2.2 to establish whether you have met those Minimum Requirements;

7.2.3 for its own internal purposes, including internal research and internal analysis;

7.2.4 to improve the Reporting Tool and related guidance and support tools;

7.2.5 to develop new products and services in furtherance of PRI's purposes;

7.2.6 to improve the PRI's assessment methodology; and

7.2.7 for the creation of Insights based on Aggregated Data only.

7.3 PRI shall be entitled to generate data on functionality and usage of the Reporting Tool and to obtain information on the most commonly searched, shared, requested and viewed reports.

7.4 PRI will retain any data you submit to the Reporting Tool, your Reports and any tracking data generated under clause 7.4 in accordance with its own retention policies, as determined by PRI from time to time.

8. PRI's sharing of data with Authorised Third Parties

8.1 PRI may share your responses to Indicators contained in your Senior Leadership Accountability Report with Authorised Third Parties.

8.2 The PRI may share your responses to Indicators in your Transparency Report, Private Transparency Report, Private Assessment Report and/or Organisational Profiling Report with Authorised Third Parties, provided that those Authorised Third Parties are:

8.2.1 Subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein;

8.2.2 Prohibited from publishing or otherwise disclosing shared data to third parties unless that shared data is Aggregated Data.

8.3 The PRI may charge Authorised Third Parties a fee for access to any shared data.

9. PRI's sharing of data with NZAM and NZAOA

9.1 If you are a member of NZAM or NZAOA, PRI may share your responses to specific Indicators with the relevant Network Partner(s), for the purposes of fulfilling your progress reporting obligations to NZAM or NZAOA (as applicable).

10. PRI's use of your AUM to calculate your fees

10.1 Regardless of whether you have formally completed the Reporting Tool or not, PRI will use the 'assets under management' figure that you provide to PRI by no later than 31 March in any given year, in order to calculate your annual fee for the period starting on 1 April of that same year.

10.2 If PRI subsequently reasonably determines that your annual fee is higher than the amount that PRI has invoiced, PRI shall be entitled to issue another invoice for the difference and you shall promptly pay such invoice.

11. Your use and sharing of your Reports

11.1 You may use your responses and/or Reports for your own internal business purposes and as otherwise set out in this Agreement.

11.2 You may share your responses and/or Reports in any way you see fit, provided you comply with the Publication Guidelines, which are hereby incorporated by reference. For example, any references to your Scores should be accompanied by the context of your full Private Assessment Report.

12. Status of Reports

12.1 Reports do not constitute investment or legal advice. Reports can be solely regarded and interpreted as an indication of resources allocated to responsible investment, a learning tool for identifying areas of strengths and weaknesses in responsible investment incorporation as well as a supplement for dialogue between Signatories and their clients and beneficiaries.

12.2 Reports are based solely on information submitted directly by you and on PRI's assessment methodology. The underlying information has not been audited or otherwise verified by PRI or any other party acting on its behalf.

12.3 While every effort has been made to produce a fair representation of performance, no representations or warranties are made as to the accuracy of Reports or any downstream analysis of the data on which those Reports are based. PRI accepts no responsibility or liability for damage caused by use of or reliance on the information contained within any Report or downstream analysis of the data on which those Reports are based, including but not limited to Insights.

13. Your use of the Reporting Tool

13.1 You must treat your account login details including your username and password as confidential. You must not disclose them to any third party. We have the right to disable your user login details or your account, at any time, if we suspect that your account has been compromised. If you know or suspect that your account has been compromised, you must promptly notify us at reporting@unpri.org.

13.2 You shall not, under any circumstances, have any access to the underlying tools (e.g. features, configurations, software / cloud platforms and methodologies) of PRI and PRI's licensors.

13.3 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Reporting Tool or any services provided via, or in relation to, the Reporting Tool. This includes using (or permitting, authorising or attempting the use of):

13.3.1 Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.

13.3.2 Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

13.4 PRI reserves the right to temporarily suspend your access to the Reporting Tool if it reasonably believes that you are not complying with the terms and conditions relating to use of the Reporting Tool set out in this clause 13.

13.5 The provisions in this clause 13 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

13.6 This clause 13 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

13.7 The PRI will take reasonable steps to address any technical problems associated with the Reporting Tool whenever reported by you (or otherwise identified by us) as soon as is reasonably practical. Notwithstanding the foregoing, PRI provides the Reporting Tool on an "as is" and "as available" basis. PRI makes no guarantee that the Reporting Tool will be uninterrupted, error free, or free from viruses or other harmful components. While PRI takes reasonable precautions to prevent the existence of computer viruses and/or other malicious programs in the Reporting Tool, we accept no liability for them. Except as expressly set out in this Agreement, and to the extent permitted by law, the PRI excludes all conditions, warranties, representations or other terms which may apply to the Reporting Tool, whether express or implied.

14. Intellectual Property Rights

14.1 Nothing in this Agreement shall operate to transfer ownership of the Signatory Materials to PRI. You, and where relevant your licensors, retain all Intellectual Property Rights in the Signatory Materials. PRI shall not copy, amend or make use of any of the Signatory Materials, other than as expressly permitted by this Agreement.

14.2 To the extent that Intellectual Property Rights subsist in any of your Signatory Materials, you hereby grant PRI a transferrable, sublicensable, worldwide, royalty-free licence to use such Intellectual Property Rights solely to meet our obligations under this Agreement and for the purposes set out herein.

14.3 Nothing in this Agreement shall operate to transfer ownership of the PRI Materials to you. PRI, and where relevant its licensors, retain all Intellectual Property Rights in the PRI Materials. You shall not copy, amend or make use of any of the PRI Materials, other than as expressly permitted by this Agreement.

14.4 To the extent that Intellectual Property Rights subsist in any of the PRI Materials, PRI hereby grants to you a non-transferable, worldwide, royalty-free licence to use the PRI Materials solely to meet your obligations under this Agreement and for the purposes set out herein, and without the right to sub-licence.

14.5 Without prejudice to the foregoing, PRI acknowledges that all Intellectual Property Rights in your name, trademarks and logos (and any associated goodwill) belong to and shall remain your property. PRI may not bring, defend or settle any action in relation to your name, trademarks or logos. Where you are involved in any claim or proceeding in relation to your name, trademarks or logos, PRI will give its reasonable co-operation to you in relation to those claims or proceedings.

14.6 Without prejudice to the foregoing, you acknowledge that all Intellectual Property Rights in the PRI names, trademarks and logos (and any associated goodwill) belong to and shall remain the property of PRI. You may not bring, defend or settle any action in relation to the PRI name, trademarks or logos. Where PRI is involved in any claim or proceeding in relation to the PRI name, trademarks or logos, you will give your reasonable co-operation to PRI in relation to those claims or proceedings.

15. Confidentiality

15.1 The recipient of Confidential Information shall use reasonable care to protect against the accidental or unauthorised disclosure of the disclosing party's Confidential Information. Neither party shall disclose the other party's Confidential Information or make it available to any third party, save as expressly authorised by this Agreement.

15.2 You may disclose PRI's Confidential Information: (i) as expressly authorised by this Agreement; and (ii) to third-party contractors carrying out services on your behalf provided that:

15.2.1 such disclosure is necessary for the third-party contractors to provide the services on your behalf; and

15.2.2 those third-party contractors are subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein.

15.3 PRI may disclose your Confidential Information: (i) as expressly authorised by this Agreement; and (ii) to third-party contractors carrying out services on PRI's behalf provided that:

15.3.1 such disclosure is necessary for the third-party contractors to provide the services on PRI's behalf; and

15.3.2 those third-party contractors are subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein.

15.4 The recipient of Confidential Information may disclose Confidential Information, to the extent required by applicable law, if requested by a governmental or regulatory authority. Where practically possible and permitted by law, the disclosing party shall give the other party advance notice and may take into account the reasonable requests of the other party in relation to the disclosure.

16.Termination

16.1 This Agreement will commence when you click the "I Accept" button or start using the Reporting Tool and will remain in force unless and until terminated in accordance with this Agreement.

16.2 Either party may terminate this Agreement for convenience by giving no less than six months' written notice.

16.3 PRI may terminate this Agreement on 30 days' written notice to you if you have been De-listed or if you fail to provide information as reasonably requested by PRI.

16.4 You may terminate this Agreement on 30 days' written notice to PRI if you have been De-listed or further to clause 20.1 (PRI's right to vary the Agreement).

16.5 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other if:

16.5.1 the other party commits a material breach of any term of the Agreement where such breach is irremediable or, if such breach is remediable, where the other party fails to remedy that breach within a period of 30 days after being notified in writing to do so;

16.5.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.5.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.5.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

16.6 On termination of this Agreement, you will cease to have access to the Reporting Tool.

16.7 The provisions of this Agreement will continue to apply following termination of this Agreement (however terminated) so far as may be necessary to give effect to the rights and remedies of you and PRI and which by their nature continue, such as the provisions regarding confidentiality, liability, intellectual property, applicable law and jurisdiction.

17.Indemnities

17.1 PRI shall indemnify you against any loss, costs or damage relating to or arising directly or indirectly from:

17.1.1 a claim from a third party that the PRI Materials infringe their Intellectual Property Rights;

17.1.2 a claim from an individual arising from PRI's breach of the Data Protection Legislation.

17.2 You shall indemnify PRI against any loss, cost or damage relating to or arising directly or indirectly from:

17.2.1 a claim from a third party that your Signatory Materials infringe their Intellectual Property Rights;

17.2.2 a claim from an individual arising from your breach of the Data Protection Legislation;

17.2.3 PRI's hosting or use of any data inputted by you in the Reporting Tool, including any loss, cost or damage relating to the data inputted being inaccurate.

18.Limitation of Liability and Indemnity

18.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, any liability under the indemnity in clause 17.2 or any matter which may not be limited or excluded under applicable laws.

18.2 Subject to clause 18.1, neither party will be liable under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise for any: (i) loss of profits, business, business opportunities, revenue, turnover, reputation or goodwill; (ii) loss or corruption of data or information; (iii) loss of anticipated savings or wasted expenditure; or (iv) indirect, incidental, consequential, exemplary, punitive or special damages.

18.3 Subject to clause 18.1, PRI's total aggregate liability arising under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the sum of £1,000 (one thousand pounds).

19.Personal Data

19.1 Each party will comply with the Data Protection Legislation.

19.2 The parties acknowledge that the factual arrangements between them dictate the classification of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties envisage that each party shall be an independent Controller with respect to any Personal Data shared by you with us under this Agreement.

19.3 You will only provide Personal Data in your responses to the Indicators where necessary and you shall ensure that you have legitimate grounds under Data Protection Legislation to share such Personal Data with PRI for the uses envisaged under this Agreement.

19.4 You will inform any individuals whose Personal Data is shared with us, in a manner compliant with Data Protection Legislation, of the purposes of their data being processed by PRI and direct them to PRI's privacy policy at the URL <https://www.unpri.org/privacy-policy>.

20.Varying this Agreement

20.1 We may vary this Agreement from time to time. In the event that we intend to vary this Agreement, we will give you reasonable notice of any changes via the PRI Website. You will be entitled to terminate this Agreement if, acting reasonably, you consider that the changes are materially detrimental to your business.

21.General

21.1 Either party may subcontract its obligations under this Agreement to a third party. The subcontracting party shall remain liable for the acts or omissions of their subcontractor(s) as if they were their own.

21.2 Except as expressly stated in this Agreement, you may not assign, sublicense or otherwise transfer any rights or obligations under this Agreement or any part thereof without the prior consent in writing of PRI.

21.3 This Agreement is the entire agreement between the parties in relation to its subject matter.

21.4 This Agreement is not intended to, nor will it create any agency, partnership or joint venture. Neither party will hold itself out as being entitled to represent or bind the other party in any way.

21.5 This Agreement is governed by and will be construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

21.6 Notices from you to us must be given by email to the appropriate address (reporting@unpri.org) and shall be deemed given when actually received by us provided that if received outside of business hours, notice shall be deemed given at 9:00am on the next business day.

21.7 Notices from us to you will be given to the email account through which you have received your login for the Reporting Tool unless you provide a new email account to us in writing.

21.8 Except where the context requires otherwise:

21.8.1 the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

21.8.2 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

21.9 If you have complaint about the subject matter of this Agreement, you may make a complaint in accordance with any reasonable complaints procedure as notified to you by PRI.

☒ I accept the terms before commencing the 2026 survey.

PRIVATE

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 1 Organisational Profiling	All signatories	OO 1	N/A	N/A

What is the end date of the 12-month period you have chosen to report for PRI reporting purposes?

	Date	Month	Year
Year-end date of the 12-month period for PRI reporting purposes:	☐ 01 ☐ 02 ☐ 03 ☐ 04 ☐ 05 ☐ 06 ☐ 07 ☐ 08 ☐ 09 ☐ 10 ☐ 11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐ 16 ☐ 17 ☐ 18 ☐ 19 ☐ 20 ☐ 21 ☐ 22 ☐ 23		

☐ 01

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	24 25 26 27 28 29 30 31
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Additional context to your response(s): (Voluntary)

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 3 Organisational Profiling	All signatories	OO 4	OP 2	N/A

What are your total assets under management (AUM) at the end of the reporting year? Provide the amount in USD.

You may choose to round your AUM figure to the nearest appropriate figure, which could be the nearest million or billion.

You may leave rows (B) and (C) blank if you do not have any subsidiaries as PRI signatories.

You may leave rows (D) and (E) blank if you do not have assets subject to execution, custody and/or advisory.

	Trillions	Billions	Millions	Thousands	Hundred	USD
(A) AUM of your organisation (including non-PRI signatory subsidiaries) <u>minus</u> the AUM reported in rows (B), (C), (D), (E).	000	004	722	495	998	4722495998
(B) AUM of subsidiaries that are PRI signatories and whose RI activities you wish to <u>include</u> in your 2026 report.	000	000	000	000	000	0
(C) AUM of subsidiaries that are PRI signatories and whose RI activities you wish to <u>exclude</u> from your 2026 report.	000	000	000	000	000	0
(D) AUM subject to execution and/or custody.	000	000	000	000	000	0
(E) AUM subject to advisory.	000	000	000	000	000	0

Additional context to your response(s): (Voluntary)

PRIVATE

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 4 Organisational Profiling	All signatories	OO 5	OP 2	OP 5, OP 6, OP 8, ECB 1

Provide a percentage breakdown of your total AUM at the end of the reporting year.

	(1) Internally managed	(2) Externally managed	Total AUM percentage ((1) + (2))
(A) Listed equity	13.08%	0.56%	
(B) Fixed income – corporate	55.87%	0%	
(C) Fixed income – SSA	10.97%	0%	
(D) Fixed income – securitised	0%	0%	
(E) Real estate	0%	0%	
(F) Private equity	0%	0%	
(G) Private debt	0%	0%	
(H) Infrastructure and other real assets	0%	0%	
(I) Other*	19.52%	0%	
Total			

	99.44%	0.56%	100.00%
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*(I) Other – (1) Percentage of Internally managed AUM – Specify: (Mandatory)

Other includes : Funds, Derivatives, and Cash

Additional context to your response(s): (Voluntary)

PRIVATE

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 5 Organisational Profiling	Public market assets (Listed equity, fixed income – corporate, fixed income – SSA)	OO 5.1, OO 5.3 LE, OO 5.3 FI	OP 4	IA 1, IA 2, IA 3, IDM 1, IDM 3, SAM 5

Provide a further breakdown of your organisation's listed equity and/or fixed income AUM.

	(1) Listed equity – internal	(2) Fixed income – corporate – internal	(3) Fixed income – SSA – internal	(4) Listed Equity – external
(A) Active	100%	100%	100%	100%
(B) Passive	0%	0%	0%	0%
Total	100.00%	100.00%	100.00%	100.00%

Additional context to your response(s): (Voluntary)

PRIVATE

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 6 Organisational Profiling	Externally managed AUM	OO 5.2	OP 4	SAM 3

Indicate if your organisation’s externally managed AUM was in segregated mandates and/or pooled funds or investments.

- ☐ (A) Our organisation had external AUM in segregated mandates.
- ☒ (B) Our organisation had external AUM in pooled funds or investments.

Additional context to your response(s): (Voluntary)

PRIVATE

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 7 Organisational Profiling	All signatories	N/A	OP 2	N/A

Indicate if your organisation held any investments in hedge funds or undertook hedge fund investment strategies during the reporting year.

- ☒ (A) Yes, we held investments in hedge funds or undertook hedge fund investment strategies during the selected reporting year.
- ☐ (B) No, we did not hold any investments in hedge funds nor undertake hedge fund investment strategies during the selected reporting year.

Additional context to your response(s): (Voluntary)

PRIVATE

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
OP 8 Organisational Profiling	All signatories	OO 21	OP 4	IA 1, IA 2, IA 3, IA 4, IA 5, IDM 1, IDM 2, IDM 3, SIA 1, SAM 1, SAM 3

The following table shows which asset classes are mandatory or voluntary for you to report on in asset class-specific indicators.

Where an asset class is voluntary, indicate if you wish to report on it. If an asset class represents 10% or more of your total AUM, you are required to report on that asset class for all asset class-specific indicators.

Applicable asset class	(1) Mandatory to report <i>(pre-filled based on previous responses)</i>	(2) Voluntary to report (2.1) Yes, I want to opt in to reporting on the asset class	(2) Voluntary to report (2.2) No, I want to opt out of reporting on the asset class
(A) Listed equity – internal	☒	☐	☐
(B) Fixed income – corporate – internal	☒	☐	☐
(C) Fixed income – SSA – internal	☒	☐	☐
(I) Other – internal	☒	☐	☐
(J) Listed equity – external	☐	☐	☒

Additional context to your response(s): (Voluntary)

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SLA 1 Senior leadership accountability	All signatories	SLS 1 – Section 1	N/A	N/A

- Why does your organisation engage in responsible investment?
- What is your organisation’s overall approach to responsible investment?
- What major responsible investment commitment(s) have you made?

As an asset manager historically specialized in the financial sector, Axiom AI seeks to promote the transition toward a low-carbon economy while pursuing superior risk-adjusted returns. Since 2009, our expertise was first built around subordinated financial debt. The arrival of a dedicated team in 2024 marked an initial expansion into emerging market corporate debt, followed in 2025 by the acquisition of Silex's AM division in Switzerland, broadening our offering to Investment Grade and High Yield credit, through a flexible fund, and a convertible bond fund. Our responsible investment approach thus continues to consolidate and grow richer as we expand.

This approach rests above all on the key role of the European banking sector in the transition, as it finances more than 70% of the EU economy, while only 30% goes through the financial markets. Banks are therefore crucial players, and acting at their level means acting on the nature of the projects they finance. Emerging market corporate debt likewise plays an important role in financing a just transition, in a landscape where it remains largely underfunded: excluding China, India, and Brazil, emerging countries captured only 10% of global investment related to the energy transition in 2023. Moreover, empirical research has established a solid link between companies' ESG performance and their financial performance.

The decisive role of the European banking sector and of emerging market corporate debt in the transition, combined with the established link between ESG performance and financial performance, has led us to develop a responsible investment approach tailored to the needs of each asset class and each type of player.

Our RI approach combines best available information sourced from a range of third-party sources and our proprietary sector expertise. It comprises the following tools:

1. ESG controversies database, used to identify investment risks and opportunities.
2. Sectoral and Thematic policies, which explain our ESG beliefs and are used to determine our exclusion list.
3. Axiom’s Climate Readiness Score. Our proprietary tool that assesses banks’ and insurers’ climate readiness in their governance, strategy, climate-related

risk management and contribution to the international climate goals. Through the ACRS, we notably assess the alignment of banks' corporate loan portfolios and insurers investment portfolios with the well below 2°C objective of the Paris Agreement.

4. ESG analysis. ESG scores sourced from two data providers.

5. Stewardship. Through the exercise of our voting rights as well as direct engagement with investees and collaborative engagements. Our investee engagement is led by the ACRS results.

The management of all our long funds integrates at least one of these tools.

In 2021, we made the commitment to integrate climate considerations for the steering of our product range. Axiom AI launched a dedicated climate strategy for Axiom Climate Financial Bonds (ACF). ACF invests only in banks and insurance companies. This fund implemented temperature targets of 2.5°C by 2024 and 2.0°C by 2030, measured through an Implied Temperature Rise (ITR) methodology estimated in-house for the banking sector. This ITR estimates the warming potential of the corporate loan book of a bank; it is based on client-level data from syndicated loans. The financial data is then mapped to climate data (ITR) sourced from a data provider. The weighted average of the bank's exposure to the corporate and each corporate's ITR yields the portfolio's overall ITR.

As of January 2025, these targets were removed as banks were not decarbonizing at a pace consistent with the objective they had set: the average ITR of issuers in our investment universe actually increased by 0.1% yoy, against the -2.6% annual decrease required to remain on track for the 2024 target. This highlighted limitations in the feasibility of using ITR as a standalone target-setting metric, including: i. differences with the steering approach of banks; indeed, banks do not use ITRs for their steering, they use sector-level targets, and these targets cover only the most carbon-intensive sectors of their portfolios; ii. methodological caveats of the metric that have been well documented; and iii. It's a slower pace in the real economy's decarbonization.

Axiom AI has deemed the NZIF of the IIGCC more suitable, and in particular, the coverage targets based on companies' alignment assessment. However, a specific methodology development for the banking sector is needed to assess issuers, as our market review found that data providers' offers do not adequately address certain criteria required for the alignment assessment. These developments are a top priority for 2026.

In December 2025, to strengthen our climate policy, Axiom AI committed to the gradual phase-out of coal mining and coal-based electricity generation, with a complete exit in OECD countries by 2030 and worldwide by 2040.

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SLA 2 Senior leadership accountability	All signatories	SLS 1 – Section 2	N/A	N/A

- Describe and provide example(s) of your organisation’s progress during the reporting year on the responsible investment issue you consider most relevant or material to your organisation or its assets.
- Reflect on your performance with respect to your organisation’s responsible investment objectives, including any targets set out in the previous reporting cycle (if applicable), challenge(s) faced and alternative actions implemented if not able to achieve your objectives.

During 2025, our responsible investment process progressed in the following respects:

- We transformed our Axiom Long–Short Equity fund from Article 6 to Article 8 SFDR.
- We have developed an ESG integration framework for a new asset class: private debt.
- We integrated biodiversity–related exclusions, covering palm oil and pesticides, into our Level 1 exclusion policy.
- We conducted our first biodiversity dependency and impact analyses.
- We committed to phasing out coal by 2030 in OECD countries and by 2040 worldwide.
- We detailed the different ESG themes covered by our voting policy.
- We formalised internal voting guidance setting out our voting positions on climate change (remuneration, Say on Climate, backtracking of climate commitments) and diversity, which will start to apply in 2026.
- We started an engagement campaign with issuers on climate–related issues in the banking sector.
- Our thinking on how to integrate decarbonization objectives has evolved, and we have defined the steps to follow to implement our decarbonisation strategy.
- We rolled out PRI ESG training: a mandatory foundational course for all employees and an optional, more advanced track for those wishing to deepen their understanding of ESG integration and the regulatory framework.

The targets set at the end of 2024 for 2025 were largely met. Overall, it was a very good year; fortunately, we were not affected by the backlash against ESG,

as our clients continued to demand ESG products. However, it became more difficult to make progress towards our engagement goals following the discontinuation of the Net Zero Banking Alliance as a membership organisation, and new strategies had to be considered.

Add supporting files or documents (voluntary):

PRI Principle(s): General	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SLA 3 Senior leadership accountability	All signatories	SLS 1 – Section 3	N/A	N/A

Which specific steps have your organisation outlined to advance your commitment to responsible investment in the next two years?

Over the next two years, Axiom AI's main responsible investment priorities are:

- Adopt a climate strategy aligned with the climate objectives of the Paris Agreement using the Net Zero Investment Framework (NZIF).
- Strategy development on the use of the Axiom Climate Readiness Score.
- Increase the visibility of our ESG data resources among portfolio managers.
- ESG integration of the acquired Silex funds and development of new ESG funds.
- Continue to build ESG knowledge across the firm through ongoing training for our teams.
- Strengthen our engagement work by consolidating our current initiatives and taking part in new engagement campaigns.

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
PG 1 Minimum Requirements	All signatories	PGS 1, PGS 2, PGS 3	N/A	PG 2, PG 3, PG 4, PG 5

Which elements are included in your formal responsible investment policy(ies)?

Provide a link to your publicly available responsible investment policy(ies) or guidelines, where available.

- ☒ (A) Overall approach to responsible investment

Add link: (Voluntary)

[File 1:Responsible Investment Policy](#)

- ☒ (B) Guidelines on environmental, social and/or governance issues

Add link: (Voluntary)

[File 1:Exclusion Policy](#)

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- ☒ (C) Specific guidelines on climate change (may be part of guidelines on environmental issues)

Add link: (Voluntary)

[File 1:Climate Change Policy \(French\)](#)

- ☐ (D) Specific guidelines on human rights (may be part of guidelines on social issues)

Add link: (Voluntary)

- ☐ (E) Specific guidelines on nature (may be part of guidelines on environmental issues)

Add link: (Voluntary)

- ☒ (F) Stewardship with investees and/or assets

Add link: (Voluntary)

[File 1: Voting and Engagement Policy](#)

- ☐ (G) Stewardship with policy makers and/or other stakeholders

Add link: (Voluntary)

- ☐ (H) External manager selection, appointment and/or monitoring

Add link: (Voluntary)

- ☐ (I) Engagement with clients and/or beneficiaries

Add link: (Voluntary)

- ☐ (J) Other responsible investment aspects not listed here

Specify: (Mandatory)

Add link: (Voluntary)

- ☐ (K) Our organisation does not have a formal responsible investment policy and/or our policy(ies) do not cover any responsible investment elements

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023-2025)	← Dependent on	→ Gateway to
PG 2 Minimum Requirements	All signatories	PGS 8	PG 1	N/A

What proportion of your assets under management (AUM) is covered by the below elements of your responsible investment policy(ies)?

	Combined AUM coverage of policy elements
(A) Overall approach to responsible investment	☒ (1) For > 90 – 100% of our AUM
(B) Guidelines on environmental, social and/or governance issues	☐ (2) For > 50 – ≤ 90% of our AUM
	☐ (3) For > 0 – ≤ 50% of our AUM

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
PG 3 Policies and governance	All signatories	PGS 9	PG 1	N/A

What proportion of your asset under management (AUM) is covered by the below elements of your responsible investment policy(ies)?

	AUM coverage of policy elements
(A) Specific guidelines on climate change (may be part of guidelines on environmental issues)	● (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For > 0 – ≤ 50% of our AUM
(D) Stewardship with investees and/or assets	● (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For > 0 – ≤ 50% of our AUM

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
PG 4 Minimum Requirements	All signatories	PGS 11, PGS 11.1	PG 1	N/A

Which senior-level body(ies) or role(s) in your organisation have oversight over and accountability for implementing stated RI policy(ies) and responsible investment?

Specify what these senior-level body(ies) are and, where applicable, select the elements of your responsible investment policy(ies) that the senior-level body(ies) have oversight and accountability for implementing.

	(1) Board members, trustees, partnership committee or equivalent	(2) Senior executive-level (C-suite) staff or equivalent	(3) Investment committee or equivalent	(4) Head of department or equivalent	(5) We do not have formal oversight or accountability for this element	Specify the role(s)
(A) Overall approach to responsible investment	☒	☐	☒	☒	☐	Head of Research, ESG Manager, ESG analyst and portfolio managers.
(B) Guidelines on environmental, social and/or governance issues	☐	☐	☒	☒	☐	ESG Manager and ESG Committee
(C) Specific guidelines on climate change (may be	☐	☐	☒	☒	☐	ESG Manager and ESG Committee

part of guidelines on environmental issues)						
(F) Stewardship with investees and/or assets	☐	☐	☒	☒	☐	ESG Manager and ESG Committee

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
PG 5 Minimum Requirements	All signatories	PGS 12	PG 1	N/A

In your organisation, which internal or external staff are responsible for implementing your responsible investment policy(ies)?

Specify who these internal or external staff are, and where applicable, select the elements of your responsible investment policy(ies) that the selected internal or external staff are responsible for implementing.

	(1) Internal role(s)	(2) External investment managers, service providers, or other external partners or suppliers	(3) We do not have internal/external role(s) implementing this element	Specify the role(s)
(A) Overall approach to responsible investment	☒	☐	☐	Head of Research, ESG Manager, ESG analyst and portfolio managers.
(B) Guidelines on environmental, social and/or governance issues	☒	☐	☐	Head of Research, ESG Manager, ESG analyst and portfolio managers.
(C) Specific guidelines on climate change (may be part of guidelines on environmental issues)	☒	☐	☐	Head of Research, ESG Manager, ESG analyst and portfolio managers.

(F) Stewardship with investees and/or assets	☒	☐	☐	Head of Research, ESG Manager, ESG analyst and portfolio managers.
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Additional context to your response(s): (Voluntary)

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
PG 6 Policies and governance	All signatories	PGS 11.2	N/A	N/A

Does your organisation have governance processes or structures to monitor that your engagement with policy makers and/or standard setters is aligned with your commitment to the principles of the PRI, including those conducted by third parties on your behalf?

- ☐ (A) Yes, we have governance processes or structures to monitor that our engagement with policy makers and/or standard setters is aligned with our commitment to the PRI principles.

Describe how you do this: (Mandatory)

- ☒ (B) No, we do not have governance processes or structures to monitor that our engagement with policy makers and/or standard setters is aligned with our commitment to the PRI principles.

Explain why: (Mandatory)

We do not currently have formal governance processes in place to monitor whether policy engagement, including those conducted by third parties on our behalf (e.g. NGOs or investor coalitions), are aligned with the PRI principles.

- ☐ (C) Not applicable

Explain why: (Mandatory)

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1, 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
PG 7 Policies and governance	All signatories	PGS 47, PGS 47.1	N/A	N/A

Does your organisation consider sustainability outcomes connected to its investment activities where relevant? If so, which widely recognised framework does your organisation use?

All investment activities can be connected to positive and negative outcomes. An organisation's intended and unintended sustainability outcomes may include, for example, greenhouse gas emissions or actual and potential negative human rights outcomes for people.

- (A) Yes, we consider one or more specific sustainability outcomes connected to our investment activities.

(1) Climate

- ☐ (1) The UN Sustainable Development Goals and targets
- ☒ (2) The UNFCCC Paris Agreement
- ☐ (3) OECD frameworks: OECD Guidelines for Multinational Enterprises and Guidance on Responsible Business Conduct for Institutional Investors
- ☐ (4) Other relevant taxonomies

Specify: (Mandatory)

- ☐ (5) Other international, regional or sector/issue-specific framework(s) or proprietary framework

Specify: (Mandatory)

- (6) We do not consider climate-related sustainability outcomes

(2) Human rights

- ☐ (1) The UN Sustainable Development Goals and targets
- ☐ (2) The UN Guiding Principles on Business and Human Rights
- ☐ (3) OECD frameworks: OECD Guidelines for Multinational Enterprises and Guidance on Responsible Business Conduct for Institutional Investors
- ☐ (4) The International Bill of Human Rights
- ☐ (5) The International Labour Organisation's Declaration on Fundamental Principles and Rights at Work and the eight core conventions
- ☒ (6) Other international, regional or sector/issue-specific framework(s) or proprietary framework

Specify: (Mandatory)

Axiom AI's approach to human rights is anchored in the UN Global Compact principles, complemented by the ethical exclusion guidelines of the Norwegian Government Pension Fund. Companies found to be in breach of the UNGC principles on human rights and labour are excluded from all our funds, and controversies recorded in our proprietary database are mapped to the relevant UNGC principle so that emerging cases feed directly into investment decisions.

- (7) We do not consider human rights-related sustainability outcomes

(3) Nature

- ☐ (1) The UN Sustainable Development Goals and targets
- ☒ (2) The Convention on Biological Diversity's Kunming-Montreal Global Biodiversity Framework
- ☐ (3) OECD frameworks: OECD Guidelines for Multinational Enterprises and Guidance on Responsible Business Conduct for Institutional Investors
- ☐ (4) Taskforce on Nature-related Financial Disclosures
- ☐ (5) International Finance Corporation Performance Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources
- ☐ (6) Partnership for Biodiversity Accounting Financials Standards
- ☐ (7) Other international, regional or sector/issue-specific framework(s) or proprietary framework

Specify: (Mandatory)

- ☐ (8) We do not consider nature-related sustainability outcomes
- ☐ (B) No, we do not consider sustainability outcomes connected to any of our investment activities

Explain why: (Voluntary)

Additional context to your response(s): (Voluntary)

We are convinced of the importance for the financial sector of contributing to the goals of the Paris Agreement. Axiom AI seeks to promote the transition to a socially just and low-carbon economy while seeking superior risk-adjusted returns. We are cognizant that the European banking sector plays a key role for the achievement of such a transition as it finances more than 70% of the EU economy. In addition, we acknowledge that empirical research has established a link between firm performance and ESG performance. All this coupled with our focus on subordinated financial debt has led to the development of an ESG approach tailor-made for financial institutions which seeks to minimize both the sustainability risks that can affect issuers' financial performance as well as the negative impact that financial institutions may have in the economy, the society, and the environment.

The details of our approach are in Section F of our LEC 29 report.

Axiom AI supports the main objectives stemming from the Convention on Biological Diversity (CBD). As a financial sector company operating in urban areas, we are aware that our direct impact on biodiversity, and the risks posed by biodiversity degradation in connection with our activities, are negligible. We are nonetheless aware that the indirect impact of our investments may be relevant to achieving the global objectives set out in the Kunming-Montreal Global Biodiversity Framework, in particular those related to financial flows.

In 2025, Axiom AI carried out its first issuer-level impact and dependency analysis using the S & P Trucost Nature & Biodiversity Risk Portfolio Assessment (Ecosystem Footprint and Dependency Score). We assess how investee financial institutions integrate nature into their lending and investment policies

(embedded in our ACRS for high-impact sectors: palm oil, forestry/pulp & paper, and agriculture), monitor PAI 7, and apply dedicated biodiversity exclusion thresholds for palm oil and pesticides.

Minimum Requirements Confirmation

We, the reporting organisation, confirm that we have read and understood the minimum requirements for investor signatories to the Principles for Responsible Investment, relating to indicators PG 1, PG 2, PG 4 and PG 5, and confirm that the information we have reported on these indicators is true and accurate.

☒ Confirm response to these indicators

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
IA 1 Investment analysis	✓ Internally managed AUM, ✓ Actively managed assets	LE 1, FI 1, HF 2	OP 5, OP 8	N/A

Does your organisation have a process to identify financially material sustainability and governance-related issues across asset classes?

	(1) Listed equity	(2) Fixed income – corporate	(3) Fixed income – SSA	(9) Other*
(A) Yes, we have a formal process to identify financially material sustainability and governance-related issues.	☒ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☒ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(B) Yes, but we do not have a formal process; our investment professionals identify financially material sustainability and governance-related issues at their discretion.	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(C) No, we do not have a formal or informal process to identify financially material sustainability and governance-related issues.	☐	☐	☒	☒

Additional context to your response(s): (Voluntary)

Axiom AI has a structured process to identify financially material sustainability and governance-related issues, applied consistently across the asset classes it manages. Sustainability issues are included in three main ways:

1. Controversies monitoring
2. ESG scores
3. Sectoral and Thematic exclusions

The controversies analysis is carried out internally, based on multiple sources of information. It relies on both qualitative and quantitative data from the company itself as well as from third parties (e.g. climate data providers, NGOs, supervisory authorities, press releases, media outlets).

When a controversy is deemed to have a significant financial impact on a company, the issuer's internal risk rating (Axiom Risk Grade – ARG) may be adjusted. The ARG is a qualitative measure of the issuer's probability of default, rated from 1 to 10, with 10 representing the lowest level of risk. Each fund or mandate has a specific investment limit per ARG, with limits set by the Risk Committee based on the vehicle's risk profile. The research and risk team has rejected, mainly for controversy-related reasons, issuers proposed by the portfolio managers. We can mention Wizink, a Spanish lender accused of loan-sharking practices. In 2022, we sold our entire position (which was 1 M EUR of nominal on a >400 M EUR fund) on Adler Group due to excessive controversies on the company.

In addition, by applying rules on ESG scores, we limit the exposure to companies potentially exposed to ESG risks. This is equally the case with companies in our exclusion lists.

*Other asset class (details)

Other includes : Funds, Derivatives, and Cash

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
IA 2 Investment analysis	✓ Internally managed AUM, ✓ Actively managed assets	LE 10, FI 12, HF 9	OP 5, OP 8	N/A

Does your organisation have formal processes in place to monitor whether its investments are involved in sustainability and governance-related controversies and/or incidents?

	(1) Listed equity	(2) Fixed income – corporate	(3) Fixed income–SSA	(9) Other*
(A) Yes, we have formal process(es) to monitor whether our investments are involved in sustainability and governance-related controversies and/or incidents.	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(B) No, we do not have formal process(es) to monitor whether our investments are involved in sustainability and governance-related controversies and/or incidents.	☐	☐	☒	☒

Additional context to your response(s): (Voluntary)

Our analysis of controversies affecting financial institutions is carried out internally, based on multiple sources of information. It relies on both qualitative and quantitative data from the company itself as well as from third parties (e.g. climate data providers, NGOs, supervisory authorities, press releases, media outlets).

Our controversy database captures, for each controversy, a description, its financial impact, a qualitative assessment from the analyst, the controversy type,

its severity, the level of management involvement, its relationship with the UN Global Compact, and whether the controversy remains active.

When a controversy is deemed to have a significant financial impact on a company, the issuer's internal risk rating (Axiom Risk Grade – ARG) may be adjusted. The ARG is a qualitative measure of the issuer's probability of default, rated from 1 to 10, with 10 representing the lowest level of risk. Each fund or mandate has a specific investment limit per ARG, with limits set by the Risk Committee based on the vehicle's risk profile.

As of 31 December 2025, Axiom AI had invested 56.2% of its assets under management in corporate fixed income (85.3% of it in financial institutions) and 13.2% in listed equity (92.7% of it in financial institutions).

*Other asset class (details)

Other includes : Funds, Derivatives, and Cash

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
IA 3 Investment analysis	✓ Internally managed AUM, ✓ Actively managed assets	PGS 41, PGS 44	OP 5, OP 8	N/A

Does your organisation assess financially material risks and opportunities related to climate, human rights and/or nature?

	(1) Listed equity	(2) Fixed income – corporate	(3) Fixed income–SSA	(9) Other*
(A) Yes, we assess financially material climate-related risks and opportunities.	● (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	● (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM
(B) Yes, we assess financially material human rights-related risks and opportunities.	○ (1) For > 90 – 100% of our AUM ● (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ● (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM
(C) Yes, we assess financially material nature-related risks and opportunities.	● (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	● (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM	○ (1) For > 90 – 100% of our AUM ○ (2) For > 50 – ≤ 90% of our AUM ○ (3) For ≤ 50% of our AUM

(D) No, we don't assess financial materiality of risks and opportunities related to climate, human rights and nature.	☐	☐	☒	☒
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Additional context to your response(s): (Voluntary)

Axiom AI assesses financially material risks and opportunities related to climate, human rights, and nature.

Climate risks and opportunities are captured through the quantification of physical and transition risks, using MSCI's Climate Value-at-Risk.

Human rights are assessed through our proprietary controversies database, in which material controversies can affect an issuer's internal risk grade. This database only covers financial institutions. It is worth noting that human rights-related controversies in the financial sector are quite rare.

Nature is the most recent dimension. In 2025, Axiom AI conducted its first biodiversity impact and dependencies assessment using a tool from S & P Trucost.

Link : https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf

*Other asset class (details)

Other includes : Funds, Derivatives, and Cash

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
IA 4 Investment analysis	Internally managed AUM	PGS 45	OP 8	N/A

During the reporting year, which of the following climate-related metrics or variables affecting your investments did your organisation use?

- ☒ (A) Exposure to physical risks
 - ☒ (1) For > 90 – 100% of our AUM
 - ☐ (2) For > 50 – ≤ 90% of our AUM
 - ☐ (3) For > 0 – ≤ 50% of our AUM
- ☒ (B) Exposure to transition risks
 - ☒ (1) For > 90 – 100% of our AUM
 - ☐ (2) For > 50 – ≤ 90% of our AUM
 - ☐ (3) For > 0 – ≤ 50% of our AUM
- ☐ (C) Exposure to climate-related opportunities
 - ☐ (1) For > 90 – 100% of our AUM
 - ☐ (2) For > 50 – ≤ 90% of our AUM
 - ☐ (3) For > 0 – ≤ 50% of our AUM
- ☒ (D) Emissions intensity
 - ☒ (1) For > 90 – 100% of our AUM
 - ☐ (2) For > 50 – ≤ 90% of our AUM
 - ☐ (3) For > 0 – ≤ 50% of our AUM
- ☒ (E) Absolute emissions (financed emissions)
 - ☒ (1) For > 90 – 100% of our AUM
 - ☐ (2) For > 50 – ≤ 90% of our AUM
 - ☐ (3) For > 0 – ≤ 50% of our AUM
- ☒ (F) Other
 - ☒ (1) For > 90 – 100% of our AUM

- ☐ (2) For $> 50 - \leq 90\%$ of our AUM
- ☐ (3) For $> 0 - \leq 50\%$ of our AUM

Specify: (Mandatory)

Other : Implied Temperature Rise

Climate-related metrics applied to 100 % of the portfolio.

Effective data coverage from providers:

- Physical risks : 68%
- Transition risks : 68%
- Absolute emissions (financed emissions) : 72 %
- Emissions intensity : 74 %
- Implied Temperature Rise : 64%

Link to the LEC 29 Report : https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf

- ☐ (G) We did not use any of the above metrics or variables

Explain why: (Mandatory)

- ☐ (H) Not applicable

Explain why: (Mandatory)

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
IA 5 Investment analysis	Internally managed AUM	N/A	OP 8	N/A

Provide example(s) of how you have identified material sustainability and governance-related issues that could affect the value of your investments during the reporting year.

Asset class(es) the approach applies to	Details (Mandatory)
☒ (A) Listed equity ☒ (B) Fixed income – corporate ☐ (C) Fixed income – SSA ☐ (D) Fixed income – securitised ☐ (E) Real estate ☐ (F) Private equity ☐ (G) Private debt ☐ (H) Infrastructure and other real assets ☐ (I) Other	During the reporting period, we identified and monitored several material sustainability- and governance-related issues affecting the value of our holdings. Two examples are set out below : BNP Paribas – Sudan sanctions litigation During 2025, Axiom AI identified and closely monitored a material human-rights and governance controversy at BNP Paribas, linked to a US class action alleging the bank helped finance genocide in Sudan (1997–2011) through banking services in breach of US sanctions. We did not treat this as a reputational issue, but as a real risk to the value of our investment, and reassessed the potential financial impact at each stage. This became clearly material in October 2025, when a jury found BNP liable and awarded around \$21m to three "test" plaintiffs; applied to the 20,000+ certified class members, potential exposure could reach several billion dollars, far above the provisions BNP has set aside. We continue to monitor the pending appeal and the risk of similar claims against other banks. BFF Bank – accounting and governance controversy Axiom AI flagged a material governance and accounting controversy at BFF Bank SpA and tracked it closely throughout the period, after the bank admitted it had misclassified past-due exposures for years and came under close Bank of Italy scrutiny. As the situation escalated in 2026 (extraordinary charges, a restatement of 2024 accounts, the CEO's departure, a false-accounting investigation and the appointment of Bank of Italy commissioners), we concluded the company had

	become materially riskier and downgraded our internal risk rating (ARG) accordingly.
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	In both cases, these controversies were the subject of internal discussions within Axiom AI, while views and recommendations were communicated to the portfolio managers.
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Supporting files, documents or links (Voluntary)

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
IDM 1 Investment decision-making	✓ Internally managed AUM, ✓ Public market assets, ✓ Actively managed assets	LE 6, FI 8, HF 6	OP 5, OP 8	N/A

How do financially material sustainability and governance-related issues contribute to your stock and/or security selection, portfolio construction and/or benchmark selection process?

	(1) Listed equity	(2) Fixed income – corporate	(3) Fixed income–SSA
(A) Financially material sustainability and governance-related issues contribute to the selection of individual assets and/or sector weightings.	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(B) Financially material sustainability and governance-related issues contribute to determining the holding period of individual assets.	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(C) Financially material sustainability and governance-related issues contribute to the portfolio weighting of individual assets.			

	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☒ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(D) Financially material sustainability and governance-related issues contribute to the country or region weighting of assets.	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(E) Other ways financially material sustainability and governance-related issues contribute to your stock and/or security selection, portfolio construction and/or benchmark selection process.	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(F) Our stock and/or security selection, portfolio construction or benchmark selection process does not include the incorporation of financially material sustainability and governance-related issues.	☐	☐	☐

Additional context to your response(s): (Voluntary)

Financially material sustainability and governance issues feed into our process mainly through controversies. Controversies analysis is used by our portfolio manager to carry out new investments (i.e. if the portfolio manager considers the market not pricing correctly the controversy), to determine the holding period (e.g. in case of litigations, if the portfolio manager can continue to hold the position while the controversy is ongoing) or to reinforce a position.

In addition, when a controversy is deemed to have a significant financial impact on a company, the issuer's internal risk rating (Axiom Risk Grade – ARG) may be adjusted. The ARG is a qualitative measure of the issuer's probability of default, rated from 1 to 10, with 10 representing the lowest level of risk. Each fund or mandate has a specific investment limit per ARG, with limits set by the Risk Committee based on the vehicle's risk profile.

PRI Principle(s): 2, 3, 4	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SPS 1 Stewardship with policy makers and/or other stakeholders	All signatories	PGS 39	N/A	SPS 2

Did your organisation engage with policy makers and/or other stakeholders directly or through third parties as part of your responsible investment approach during the reporting year?

- ☐ (A) Yes, we engaged with policy makers and/or other stakeholders directly.
- ☒ (B) Yes, we engaged with policy makers and/or other stakeholders through the leadership of or active participation in working groups or collaborative initiatives.
- ☒ (C) Yes, we were members of, supported or were in another way affiliated with third party organisations, including trade associations and non-profit organisations, that engage with policy makers and/or other stakeholders.
- ☐ (D) We did not engage with policy makers and/or other stakeholders directly or indirectly during the reporting year beyond our membership in the PRI.

Explain why: (Voluntary)

Additional context to your response(s): (Voluntary)

Three examples are: 1. Consultation of the NZAM initiative as they were defining the new commitment; 2. Participation in two joint investor letters on the EU omnibus coordinated by the IIGCC; 3. Participation in the ISSB consultation on the IFRS S2 amendment, coordinated by the IIGCC

PRI Principle(s): 2, 3, 4	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SPS 2 Stewardship with policy makers and/or other stakeholders	All signatories	PGS 39.1	SPS 1	N/A

During the reporting year, what methods did you, or the external investment managers or service providers acting on your behalf, use to engage with policy makers and/or other stakeholders as part of your responsible investment approach?

☒ (A) We participated in sign-on letters.

Describe: (Voluntary)

☒ (B) We responded to policy consultations.

Describe: (Voluntary)

☐ (C) We provided technical input via government- or regulator-backed working groups.

Describe: (Voluntary)

- ☐ (D) We engaged policy makers and/or other stakeholders on our own initiative.

Describe: (Voluntary)

- ☐ (E) Other methods

Describe: (Mandatory)

Additional context to your response(s): (Voluntary)

PRI Principle(s): 1	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SPS 3 Stewardship with policy makers and/or other stakeholders	All signatories	PGS 49, PGS 49.1, PGS 50	N/A	N/A

During the reporting year, what steps did your organisation take, in line with international standards, to prioritise human rights due diligence and/or remediate actual and potential negative outcomes for people connected to your investment activities?

- ☒ (A) We assessed our potential and/or existing investments to understand how this could connect our organisation to negative human rights outcomes.
 - ☐ (1) Assessed the sector context
 - ☐ (2) Assessed the country-level context
 - ☒ (3) Assessed the human rights performance of our potential and/or existing investments
 - ☐ (4) Monitored severe and emerging human rights controversies
 - ☐ (5) Other
- ☐ (B) We directly/indirectly engaged with the relevant stakeholders and/or those potentially or already affected by entities connected to our investment activities to take their input into account for assessment.
 - ☐ (1) Workers and their representatives (including trade unions)
 - ☐ (2) Local communities and community-based organisations
 - ☐ (3) Indigenous Peoples and their representatives
 - ☐ (4) Customers and end-users and their representatives (including consumer protection agencies)
 - ☐ (5) Civil society organisations, non-governmental organisations (NGOs) and environmental and human rights defenders
 - ☐ (6) Other potentially or already affected stakeholder groups
- ☐ (C) We, directly or through our investees, enabled access to remedy for people affected by entities connected to our investment activities.

Describe: (Voluntary)

- (D) We did not prioritise human rights due diligence and/or remediate actual and potential negative outcomes for people connected to any of our investment activities during the reporting year.

Explain why: (Voluntary)

Additional context to your response(s): (Voluntary)

We assess the human rights performance of our investments through a good governance assessment, a regulatory requirement under SFDR for Article 8 and Article 9 funds. All Article 8 and Article 9 funds must demonstrate that the governance practices of investee companies have been assessed and that these companies follow good governance practices. It covers four pillars: sound management structures, employee relations, remuneration of staff, and tax compliance. Under the second pillar, we assess our investee companies' policies on human rights, child labour, health and safety, diversity, and whistleblowing, each of which relates directly to their respect for human rights.

As an asset manager primarily invested in financial institutions, our exposure to human rights risks arises in two ways. Indirectly, through the operations and value chains of the companies we hold, and more directly, where the financial institutions in our portfolios are themselves implicated in controversies. A small share of our assets, 5% as of 31 December 2025, is invested in emerging markets, where companies publish less information and where independent data on social and environmental practices is harder to obtain. This makes potential human rights issues more difficult to detect. We identify, monitor and mitigate this exposure through two complementary mechanisms: a UN Global Compact (UNGC)–based exclusion framework and a good governance assessment.

PRI Principle(s): 2, 3, 4	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SIA 1 Stewardship with investees and/or assets	Internally managed AUM	OO 8, OO 9	OP 8	SIA 2, SIA 5, SIA 6

Does your organisation conduct stewardship activities with its investees and/or assets?

	(1) Listed equity	(2) Fixed income – corporate	(3) Fixed income–SSA	(9) Other*
(A) Yes, we conduct stewardship activities with investees and/or assets.	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☒ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☒ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM	☐ (1) For > 90 – 100% of our AUM ☐ (2) For > 50 – ≤ 90% of our AUM ☐ (3) For > 0 – ≤ 50% of our AUM
(B) No, we don't conduct stewardship activities with investees and/or assets.	☐	☐	☒	☒

Additional context to your response(s): (Voluntary)

*Other asset class (details)

Other includes : Funds, Derivatives, and Cash

PRI Principle(s): 2, 3, 4	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SIA 2 Stewardship with investees and/or assets	✓ Internally managed AUM, ✓ Listed equity only	PGS 31	SIA 1	SIA 3, SIA 4

For the majority of votes cast over which you have discretion, which of the following best describes your decision-making approach regarding shareholder resolutions (or that of your external service provider(s) if decision-making is delegated to them)?

- ☒ (A) We vote in favour of resolutions expected to advance progress on our stewardship priorities.
- ☐ (B) We vote in favour of shareholder resolutions only as an escalation measure.
- ☐ (C) We vote in favour of the investee company management’s recommendations irrespective of whether the resolution is expected to advance our stewardship priorities.
- ☐ (D) We do not vote on shareholder resolutions.
- ☐ (E) Not applicable

Explain why: (Mandatory)

Additional context to your response(s): (Voluntary)

Axiom AI has defined stewardship priorities around key ESG themes (board independence and diversity, chair/CEO separation, ESG-linked executive pay, and transition plans). We support shareholder resolutions that we expect to advance these priorities, based on case-by-case analysis aligned with our responsible investment policy and Glass Lewis's ESG voting guidelines.

In 2025 we also formalised an internal voting policy setting out our voting positions and principles, which will apply from 2026 onwards. Axiom AI will systematically vote against any resolution that does not comply with the following principles:

a) Executive remuneration: weighting of ESG KPIs below 10% of remuneration, or absence of explicit climate KPIs for high-impact sectors.

- b) Board diversity: appointment of male members where the proportion of women on the board is below 40%.
- c) Say on Climate: transition plan presenting significant shortcomings, based on internally predefined criteria.
- d) Climate commitments: re-election of the Chair of the Board where the company has abandoned or weakened its Net Zero commitments or its fossil fuel policies.

PRI Principle(s): 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SIA 3 Stewardship with investees and/or assets	✓ Internally managed AUM, ✓ Listed equity only	PGS 33	SIA 2	N/A

After voting has taken place, do you publicly disclose your (proxy) voting decisions or those made on your behalf by your external service provider(s)? Are these disclosures listed by company and in a central source?

- ☐ A) Yes, for > 90 – 100% of (proxy) votes.

Add link(s): (Mandatory)

- ☐ (B) Yes, for >50 – ≤ 90% of (proxy) votes.

Add link(s): (Mandatory)

- ☐ (C) Yes, for > 0 – ≤ 50% of (proxy) votes.

Add link(s): (Mandatory)

Explain why you publicly disclose only ≤ 50% of (proxy) voting decisions: (Mandatory)

- (D) No, we do not publicly report our (proxy) voting decisions company-by-company and in a central source.

Explain why: (Mandatory)

We report our aggregated voting data in our LEC 29 report (in French) : https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf

Additional context to your response(s): (Voluntary)

PRI Principle(s): 2	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SIA 4 Stewardship with investees and/or assets	✓ Internally managed AUM, ✓ Listed equity only	PGS 34	SIA 2	N/A

After voting has taken place, did your organisation and/or the external service provider(s) acting on your behalf, communicate the rationale for your voting decisions during the reporting year?

	(1) In cases where we abstained or voted against management recommendations	(2) In cases where we voted against a sustainability and governance-related shareholder resolution
(A) Yes, we publicly disclosed the rationale.	☐ (1) For > 90 – 100% of our votes ☐ (2) For > 50 – ≤ 90% of our votes ☐ (3) For > 0 – ≤ 50% of our votes	☐ (1) For > 90 – 100% of our votes ☐ (2) For > 50 – ≤ 90% of our votes ☐ (3) For > 0 – ≤ 50% of our votes
(B) Yes, we privately communicated the rationale to the company.	☐ (1) For > 90 – 100% of our votes ☐ (2) For > 50 – ≤ 90% of our votes ☐ (3) For > 0 – ≤ 50% of our votes	☐ (1) For > 90 – 100% of our votes ☐ (2) For > 50 – ≤ 90% of our votes ☐ (3) For > 0 – ≤ 50% of our votes
(C) We did not publicly or privately communicate the rationale, or we did not track this information.	●	●
(D) Not applicable	○	○

Additional context to your response(s): (Voluntary)

Communicating the rationale for our voting decisions could trigger further engagements, which Axiom AI does not currently have the capacity to manage.

PRI Principle(s): 2, 3, 4	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
SIA 6 Stewardship with investees and/or assets	Internally managed AUM	PGS 40	SIA 1	N/A

Provide example(s) of stewardship activity(ies) that your organisation conducted during the reporting period and how any activity is related to your stewardship objectives.

Asset class(es) the approach applies to	Details
☒ (A) Listed equity ☒ (B) Fixed income – corporate ☐ (C) Fixed income – SSA ☐ (D) Fixed income – securitised ☐ (E) Real estate ☐ (F) Private equity ☐ (G) Private debt ☐ (H) Infrastructure and other real assets ☐ (I) Other	In 2025, we conducted 30 bilateral engagements, divided into two campaigns. The first, launched in 2024, focuses on our good governance test under the SFDR framework. It comprises 25 engagements, 22 of which involved companies in our Axiom Emerging Markets Corporate Bonds fund. These engagements were primarily concentrated on companies in the energy sector (32%), financial institutions (24%), and consumer goods (12%). Of the 25 engagements in total, 12 are now closed, of which 10 reached a positive outcome, and 2 were discontinued, either because the fund divested or because the data provider improved the availability of its data. The remaining 13 are still ongoing. The second campaign, launched in 2025, targets selected European banks to improve their climate practices so they can meet the criteria for our definition of sustainable investment under the SFDR and thus be eligible for our Article 9 fund. It comprises five bilateral engagements—two of which were successfully concluded and three still ongoing—as well as nine collective engagements carried out within the IIGCC's "Banks Engagement and Research Initiative (BERI)" group, the CDP disclosure campaign, and in collaboration with the NGO ShareAction. Six of these engagements were conducted with global systemically important banks. These engagements took the form of meetings with management, questions raised at general meetings, or the sending of a letter. In 2025, we voted at 19 of the 20 general meetings (95% of meetings). 93.6% of resolutions were voted on, of which

	approximately 5% were voted against. Most resolutions concerned financial or governance matters, with only two resolutions on topics related to environmental issues (out of the 455 submitted to a vote).
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Supporting files, documents or links (Voluntary)

PRI Principle(s): 5	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
CO 1 Collaboration	All signatories	N/A	N/A	CO 2

Does your organisation (or external service providers or external managers acting on your behalf) work with other investors, investees and/or other stakeholders to achieve your responsible investment objectives?

- ☒ (A) Yes, we participate in networks and/or platforms to share tools and resources to facilitate collaboration to advance our stewardship priorities or commitments.
- ☐ (B) Yes, we participate in networks and/or platforms to share tools and resources to increase understanding of responsible investment issues and commitments.
- ☒ (C) Yes, we participate in networks and/or platforms to share tools and resources to increase understanding of relevant emerging issues.
- ☐ (D) Yes, we work with other investors, investees and/or stakeholders in other ways.

Specify: (Mandatory)

- ☐ (E) No, our organisation does not work with other investors, investees and/or other stakeholders to achieve responsible investment objectives.

Additional context to your response(s): (Voluntary)

Axiom AI carries out engagement on a collective basis through our participation in the Banks Engagement and Research Initiative (BERI) of the Institutional Investor Group on Climate Change (IIGCC), our collaboration with the NGO ShareAction. We also take part in CDP’s disclosure campaign. In addition, the BERI initiative develops resources that seek to enable engagement with issuers, examples of resources in which we participated include the investor expectations of banks on the real estate sector, and the first versions of the transition pathway initiative benchmark of financial institutions.

One of the many relevant emerging issues we pushed during our engagements is the implementation of the Energy Supply Banking Ratio (ESBR) by banks. Developed by BloombergNEF, this metric captures how much financing a bank directs toward low-carbon energy supply relative to fossil fuels. This data is

important to us as a measurable, comparable indicator of banks' capital allocation, supporting our journey to build a robust NZIF assessment methodology for banks and, ultimately, to set climate objectives.

PRI Principle(s): 5	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
CO 2 Collaboration	All signatories	N/A	CO 1	N/A

Provide example(s) of your organisation’s involvement in collaborative initiative(s).

Select only the asset class(es) for which you indicated an AUM >0% in [OP 4]. If you are in fundraising and do not have assets to report, select 'Other'.

Asset class(es) the approach applies to	Details (Mandatory)
☒ (A) Listed equity ☒ (B) Fixed income – corporate ☐ (C) Fixed income – SSA ☐ (D) Fixed income – securitised ☐ (E) Real estate ☐ (F) Private equity ☐ (G) Private debt ☐ (H) Infrastructure and other real assets ☐ (I) Other	Axiom AI carried out nine collaborative engagements in 2025, within the IIGCC's "Banks Engagement and Research Initiative (BERI)" group, the CDP disclosure campaign, and in collaboration with the NGO ShareAction. Six of these engagements were conducted with global systemically important banks. These engagements took the form of meetings with management, questions raised at general meetings, or the sending of a letter.

Supporting files, documents or links (Voluntary)

PRI Principle(s): 6	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
ECB 1 Engagement with clients and/or beneficiaries	✓ Investment managers only, ✓ Internally managed AUM	RE 2, INF 2, PE 2	OP 4	N/A

Does your organisation offer clauses relating to responsible investment in contractual agreements with clients when requested?

- ☒ (A) Yes, we offer clauses relating to responsible investment in contractual agreements either by default or we include them when requested by clients.
- ☐ (B) No, we do not offer clauses relating to responsible investment in contractual agreements.
- ☐ (C) Not applicable

Explain why: (Mandatory)

Additional context to your response(s): (Voluntary)

For dedicated funds, we align with each client's specific requirements and can include responsible investment clauses in the contractual documentation upon request. For pooled funds, given their collective nature, contractual clauses cannot be tailored to an individual investor, however, we are able to accommodate certain requests, such as specific responsible investment or ESG disclosures.

PRI Principle(s): 2, 3, 4	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
ECB 2 Engagement with clients and/or beneficiaries	All signatories	PGS 16	N/A	N/A

What elements are included in your regular reporting to clients and/or beneficiaries?

- ☒ (A) Information on, or any changes in, policies related to responsible investment
- ☒ (B) Information on, or any changes in, governance or oversight related to responsible investment
- ☒ (C) Information on general sustainability and governance-related risks and opportunities affecting investments
- ☒ (D) Information on stewardship-related commitments and any progress made
- ☒ (E) Information on financially material climate-related risks and opportunities affecting investments
- ☒ (F) Information on financially material nature-related risks and opportunities affecting investments
- ☐ (G) Information on financially material human rights-related risks and opportunities affecting investments
- ☐ (H) Information on commitments to other sustainability issues and any progress made
- ☐ (I) We do not include any of these elements in our regular reporting to clients and/or beneficiaries

Additional context to your response(s): (Voluntary)

All these elements are included in our Article 29 report of the Energy Climate Law (LEC in French), which is published on an annual basis.

Link to the latest LEC 29 : https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf

PRI Principle(s): 3, 6	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
ECB 3 Engagement with clients and/or beneficiaries	All signatories	PGS 45	N/A	N/A

During the reporting year, which of the following climate-related metrics or variables did your organisation publicly disclose?

- ☒ (A) Exposure to physical risks
- ☒ (B) Exposure to transition risks
- ☐ (C) Exposure to climate-related opportunities
- ☒ (D) Emissions intensity
- ☒ (E) Absolute emissions (financed emissions)
- ☒ (F) Other

Specify: (Mandatory)

(A) and (B) : MSCI Climate Value-at-Risk in our Article 29 LEC

(D) : As part of the PAIs reporting

(E) : Scope 1, Scope 2, Scope 3 emissions (PAIs)

(F) : Carbon Footprint and Implied Temperature Rise

Latest LEC 29 : [https://www.axiom-](https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf)

[ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf](https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/Rapport_Art._29_LEC_Axiom_2025_vFinal.pdf)

Latest PAI Statement : https://www.axiom-ai.com/fileadmin/user_upload/document/Investissement_responsable/PAI_Statement_2025_vFinal.pdf

- ☐ (G) We did not disclose any of the above metrics or variables

Explain why: (Mandatory)

Additional context to your response(s): (Voluntary)

PRI Principle(s): 6	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
ECB 4 Engagement with clients and/or beneficiaries	All signatories	N/A	N/A	N/A

Provide example(s) of investor disclosure you have provided for clients and/or beneficiaries during the reporting year.

Select only the asset class(es) for which you indicated an AUM >0% in [OP 4]. If you are in fundraising and do not have assets to report, select 'Other'.

Asset class(es) the approach applies to	Details (Mandatory)
☒ (A) Listed equity ☒ (B) Fixed income – corporate ☐ (C) Fixed income – SSA ☐ (D) Fixed income – securitised ☐ (E) Real estate ☐ (F) Private equity ☐ (G) Private debt ☐ (H) Infrastructure and other real assets ☐ (I) Other	We publish our Article 29 LEC report and our SFDR Principal Adverse Impacts (PAI) Statement on our website.

Supporting files, documents or links (Voluntary)

- File 1:PAI Statement 2025
- File 2:Axiom AI LEC 29 2025

PRI Principle(s): 6	Applies to	Relevant past indicators (2023–2025)	← Dependent on	→ Gateway to
ECB 5 Engagement with clients and/or beneficiaries	All signatories	CBM 1	N/A	N/A

How did your organisation verify the information submitted in this PRI report?

- ☐ (A) We conducted independent third-party assurance of selected processes and/or data related to the responsible investment processes reported in our PRI report, which resulted in a formal assurance conclusion.
- ☐ (B) We conducted an internal audit of selected processes and/or data related to the responsible investment processes reported in our PRI report.
- ☒ (C) Our board, trustees (or equivalent), senior executive-level staff (or equivalent), and/or investment committee (or equivalent) signed off on our PRI report.
- ☐ (D) Our responses in selected sections and/or the entirety of our PRI report were internally reviewed before submission to the PRI.
- ☐ (E) We did not verify the information submitted in our PRI report this reporting year.

Explain why and how this will be addressed in the next reporting cycle: (Mandatory)

Additional context to your response(s): (Voluntary)

Minimum Requirements Confirmation

We, the reporting organisation, confirm that we have read and understood the minimum requirements for investor signatories to the Principles for Responsible Investment, relating to indicators PG 1, PG 2, PG 4 and PG 5, and confirm that the information we have reported on these indicators is true and accurate.

☒ Confirm response to these indicators

Final Submission

You have reached the final submission page.

To close and submit your 2026 PRI report click "Submit" at the bottom of the page. A confirmation email will be sent to the registered main contacts in your organisation.

You can download a copy of your responses from the Overview page.

You will not be able to amend your responses after the reporting window closes.

☒ I confirm I have reviewed my response and it is complete and correct. I understand I will not be able to amend my answers after the reporting window closes.