

If you are in any doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser (“Professional Advisors”).

The Directors of Hedge Invest International Funds Public Limited Company, whose names appear under the heading “Management and Administration” are the persons responsible for the information contained in this Prospectus and accept responsibility accordingly. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of the information.

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**HEDGE INVEST INTERNATIONAL FUNDS  
PUBLIC LIMITED COMPANY**

*(An open-ended investment company with variable capital structured as an umbrella fund with segregated liability between sub-funds incorporated with limited liability in Ireland under registration number 485407)*

**PROSPECTUS**

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The date of this Prospectus is 17 June 2024

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This Prospectus replaces (i) the prospectus dated 9 July 2021.

## IMPORTANT INFORMATION

This Prospectus comprises information relating to Hedge Invest International Funds Public Limited Company (the “**Company**”), an open-ended investment company with variable capital structured as an umbrella fund and with segregated liability between its sub-funds organised under the laws of Ireland. The Company was incorporated on 10 June 2010 under registration number 485407.

The Company is authorised by the Central Bank of Ireland (the “**Central Bank**”) as a UCITS for the purposes of the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended, supplemented, consolidated or otherwise modified from time to time including any condition that may from time to time be imposed thereunder by the Central Bank. The Company is structured as an umbrella fund in that the share capital of the Company may be divided into different classes of Shares with one or more classes representing a separate sub-fund (each a “**Fund**”) of the Company. The creation of further Funds and/or Share classes, in addition to those which exist as of the date of this Prospectus will be effected in accordance with the requirements of the Central Bank and will be subject to the Central Bank’s prior approval.

This Prospectus may only be issued with one or more Supplements, each containing information relating to a separate Fund. If there are different classes of Shares constituting a Fund, details relating to the separate classes may be dealt with in a single Supplement or in separate Supplements for each class. This Prospectus and the relevant Supplement should be read and constituted as one document. To the extent that there is any inconsistency between this Prospectus and the relevant Supplement, the relevant Supplement shall prevail.

Prospective investors should review this Prospectus carefully and in its entirety and should consult with their Professional Advisors in relation to (i) the legal requirements in their own countries for the purchase, holding, exchanging, redeeming or disposing of Shares; (ii) any foreign exchange restrictions to which they are subject; (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, exchanging, redeeming, or disposing of Shares; and (iv) the provisions of this Prospectus.

Each prospective investor should consult his own Professional Advisor for advice concerning the various legal, tax and economic considerations relating to his investment. Each prospective investor is responsible for the fees of his own Professional Advisor. A prospective investor should not subscribe for Shares unless satisfied that he and/or his investment representative have asked for and received all information which would enable him or both of them to evaluate the merits and risks of the proposed investment.

Applications for Shares will only be considered on the basis of this Prospectus (and any relevant Supplement) and the latest published annual report and audited financial statements and, if published after such report, a copy of the latest semi-annual report and unaudited financial statements. These reports will form part of this Prospectus.

**The Company is both authorised and supervised by the Central Bank. The authorisation of the Company is not an endorsement or guarantee of the Company by the Central Bank and the Central Bank is not responsible for the contents of this Prospectus. The authorisation of the Company by the Central Bank does not constitute a warranty by the Central Bank as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company.**

Statements made in this Prospectus are, except where otherwise stated, based on the law and practice currently in force in Ireland which may be subject to change.

No person has been authorised to give any information or to make any representation in connection with the offering or placing of Shares other than those contained in this Prospectus, any Supplement and the reports referred to above and, if given or made, such information or representation must not be relied upon as having been authorised by the Company. The delivery of this Prospectus (whether or not accompanied by the reports) or any issue of Shares shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date of this Prospectus or the relevant Supplement.

### **Key Investor Information Document**

A key investor information document (“**KIID**”) is available for each Fund. In addition to summarising some important information in the relevant Supplement, the relevant KIID may contain information on the historical performance and relevant charges for each of the Funds. Each KIID can be obtained from the registered office of the Administrator which is set out in the section entitled “**DIRECTORY**” or at [www.hedgeinvest.it](http://www.hedgeinvest.it).

### **Investment Risks**

The value of Investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in a Fund. There can be no assurance that any Fund will achieve its investment objective. Investors should consider the investment risks described under the section “**Risk Factors**”.

### **Sales Fee/ Redemption Fee**

**Where a Sales Fee or a Redemption Fee is payable in respect of a subscription or redemption for certain classes of Shares the resulting difference at any one time between Subscription Price and Redemption Price for Shares means that any investment should be viewed as medium to long term. Where a Redemption Fee is charged it will not exceed 3% of the redemption proceeds. Where a Sales Fee is charged it will not exceed 5% of the subscription proceeds.**

### **Restrictions on the Distribution and Sale of Shares**

The distribution of this Prospectus and the offering and placing of Shares in certain jurisdictions may be restricted and, accordingly, persons into whose possession this Prospectus comes are required by the Company to inform themselves about and to observe such restrictions.

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Potential investors should inform themselves as to:

- (a) the legal requirements within the countries of their nationality, citizenship, residence, ordinary residence or domicile for the acquisition of Shares;
- (b) any foreign exchange restrictions or exchange control requirements which they might encounter on the acquisition or sale of Shares; and
- (c) the income tax and other taxation consequences which might be relevant to the acquisition, holding, redemption, conversion or disposal of Shares.

Application may be made in other jurisdictions to enable the Shares of the Company to be marketed in those jurisdictions. Local regulations in certain countries may require the appointment of paying agents. In the event that such registrations take place the Company or the Manager acting on behalf of the Company may appoint or be required to appoint paying agents (who may be required to maintain accounts through which subscription/redemption monies may be paid, with respect to (a) subscription monies prior to the transmission of such monies to the Depositary for the account of the Company and (b) redemption monies payable by such intermediate entity to the relevant investor, accordingly such investors bear a credit risk against such intermediate entities), representatives, distributors or other agents in the relevant jurisdictions. The fees and expenses of any such agent will be charged at normal commercial rates and may be discharged out of the assets of the Company.

This Prospectus and any Supplement may also be translated into other languages. Any such translation shall only contain the same information and have the same meaning as the English language Prospectus/Supplement. To the extent that there is any inconsistency between the English language Prospectus/Supplement and the Prospectus/Supplement in another language, the English language Prospectus/Supplement will prevail, except to the extent (but only to the extent) required by the law of any jurisdiction where the Shares are sold, that in an action based upon disclosure in a Prospectus/Supplement in a language other than English, the language of the Prospectus/Supplement on which such action is based shall prevail.

All disputes as to the terms of this Prospectus and any Supplement, regardless of the language in which they are translated, shall be governed by and construed in accordance with the laws of Ireland.

### **United Kingdom**

The Company is a “recognised scheme” for the purposes of Section 264 of the Financial Services and Markets Act 2000 (the “**FSMA**”) of the United Kingdom and may be promoted and sold to the public in the United Kingdom subject to compliance with the FSMA and applicable regulations made thereunder and will be open for investment by any resident of the United Kingdom. Potential investors in the United Kingdom should be aware the some or all of the rules made under FSMA for the protection of retail clients will not apply to an investment in the Company and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

### **United States**

The Shares have not been, and will not be, registered under the 1933 Act or qualified under any applicable state statutes. The Company has not, and will not be, registered under the 1940 Act, and investors will not be entitled to the benefits of such registration. Any re-sales or transfers of the Shares in the U.S. or to U.S. Persons may constitute a violation of U.S. law and requires the prior written consent of the Company. The Shares may not be offered, sold or transferred in the United States or to, or for the direct or indirect benefit of, any U.S. Person or U.S. Taxpayer (as such terms are defined in Schedule III) except pursuant to registration under the 1933 Act or an exemption therefrom. All applicants will be required to certify that they are not acquiring Shares for the direct or indirect benefit of a U.S. Person or U.S. Taxpayer and that such applicants will not sell or offer to sell or transfer interests to a U.S. Person or U.S. Taxpayer. The Company may in the future, however, and at the sole discretion of the Directors, make a private placement of the Shares to a limited number or category of U.S. Persons and U.S. Taxpayers. If and when permitted, U.S. Persons and U.S. Taxpayers should request a Supplemental Disclosure Statement for U.S. Persons and U.S. Taxpayers from the Administrator and will be required to complete a set of subscription documents for U.S. Persons appended thereto in addition to the Application Form.

None of the Manager, the Company or the Funds currently are subject to the regulations of the U.S. Commodity Futures Trading Commission (“**CFTC**”). In the event that the Manager or the Company makes a private placement of Shares to U.S. Persons, the Company and certain Funds would be considered to be “commodity pools”. The Manager and the Investment Manager would be the commodity pool operators (“**CPOs**”) with respect to the Company and the Funds. In such instance, the Manager and the Investment Manager would seek to claim an exemption from registration as a CPO with the CFTC pursuant to CFTC Rule 4.13(a)(3). Pursuant to such exemption, the Manager and the Investment Manager, unlike a registered CPO, would not be required to deliver a disclosure document and a certified annual report to a shareholder in the Company. The Manager and the Investment Manager intend to qualify for such exemption based on the following criteria: (i) the interests in the Company would be exempt from registration under the 1933 Act and would be offered and sold without marketing to the public in the United States; (ii) the Company would meet the trading limitations of either CFTC Rule 4.13(a)(3)(ii)(A) or (B); (iii) the CPO would reasonably believe, at the time an investor makes his investment in the Company (or at the time the CPO began to rely on Rule 4.13(a)(3)), that each investor in the Company would be (a) an “accredited investor,” as defined in Rule 501(a) of Regulation D under the 1933 Act, (b) a trust that is not an accredited investor but that was formed by an accredited investor for the benefit of a family member, (c) a “knowledgeable employee,” as defined in Rule 3c-5 under the 1940 Act, or (d) a “qualified eligible person,” as defined in CFTC Rule 4.7(a)(2)(viii)(A); and (iv) Shares in the Company would not be marketed as or in a vehicle for trading in the commodity futures or commodity options markets.

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## DEFINITIONS

<b>“Act”</b>	the Companies Act 2014 as same may be amended, consolidated, supplemented or re-enacted from time to time;
<b>“Administrator”</b>	J.P. Morgan Administration Services (Ireland) Ltd. and/or such other person as may be appointed, in accordance with the requirements of the Central Bank, to provide administration services to the Company;
<b>“Administration Agreement”</b>	the agreement dated 30 May 2011 between the Company and the Administrator, as amended by the joinder and amendment dated 9 July 2021 between the Company, the Manager and the Administrator;
<b>“Auditors”</b>	Deloitte, Chartered Accountants or such other persons, as may be appointed, in accordance with the requirements of the Central Bank, to act as auditor to the Company;
<b>“Benchmarks Regulation”</b>	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014;
<b>“Business Day”</b>	in relation to a Fund, such day or days as the Directors may from time to time determine with approval of the Administrator as set out in the relevant Supplement;
<b>“Central Bank”</b>	the Central Bank of Ireland, or any successor thereof;
<b>“Central Bank UCITS Regulations”</b>	the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 as may be amended or consolidated from time to time;
<b>“CFTC”</b>	Commodity Futures Trading Commission;
<b>“Code”</b>	the U.S. Internal Revenue Code of 1986, as amended;
<b>“Commodity Exchange Act”</b>	the U.S. Commodity Exchange Act of 1936 as amended;
<b>“Company”</b>	Hedge Invest International Funds Public Limited Company;
<b>“Constitution”</b>	the constitution of the Company, comprised of its memorandum of association and its articles of association, for the time being in force and as may be modified from time to time;

<b>“CRS”</b>	the Common Reporting Standard more fully described as the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organization for Economic Cooperation and Development;
<b>“Data Protection Legislation”</b>	the General Data Protection Regulation (No 2016/679) (“ <b>GDPR</b> ”) and the Data Protection Legislation 2018 and any other laws which apply to the Company in relation to the processing of Personal Data.
<b>“Dealing Day”</b>	such Business Day or Business Days being not less than one each fortnight as shall be specified in the relevant Supplement for that Fund or any such other day or days as the Directors may determine and notify in advance to the Shareholders;
<b>“Delegated Regulations”</b>	the Commission Delegated Regulation supplementing Directive 2014/91/EU of the European Parliament and of the Council of 17 December 2015;
<b>“Depositary”</b>	J.P. Morgan SE, Dublin Branch or such other person as may be appointed, in accordance with the requirements of the Central Bank, to act as depositary to the Company;
<b>“Depositary Agreement”</b>	the amended and restated agreement between the Depositary, the Company and the Manager dated 9 July 2021 as may be amended from time to time;
<b>“Directors”</b>	the directors of the Company or any duly authorised committee thereof;
<b>“Distributor”</b>	Hedge Invest SGR P.A. and/or such other person(s) as may be appointed in accordance with the requirements of the Central Bank to act as a distributor to the Company;
<b>“Duties and Charges”</b>	in relation to any Fund, all stamp and other duties, taxes, governmental charges, brokerage, bank charges, foreign exchange spreads, interest, transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of the assets of the relevant Fund or the creation, issue, sale, conversion or repurchase of Shares or the purchase or sale of Investments or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or in connection with or arising out of or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, which may include, when calculating Subscription Prices and Redemption Prices, any provision for spreads (to take into account the difference between the price at which assets were valued for the purpose of calculating the Net Asset

	Value and the price at which such assets were bought as a result of a subscription and sold as a result of a redemption), but shall not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Shares in the relevant Fund;
<b>“ESMA”</b>	the European Securities and Markets Authority;
<b>“EU”</b>	the European Union;
<b>“Euro” and “€”</b>	the single European currency unit referred to in Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro;
<b>“European Union”</b>	the participating member states that adopted the single currency in accordance with the EC Treaty of Rome dated 25 March 1957 (as amended by the Maastricht Treaty dated 7 February 1992);
<b>“Eurozone”</b>	the geographic and economic region that consists of all the countries of the EU that have incorporated the Euro as their national currency;
<b>“FATCA” or “Foreign Account Tax Compliance Act”</b>	sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, and any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of these sections of the Code;
<b>“Financial Account”</b>	a “Financial Account” as used in the intergovernmental agreement between the U.S. and Ireland for the purposes of FATCA;
<b>“Financial Institution”</b>	a “Financial Institution” as defined in FATCA;
<b>“Fund”</b>	a portfolio of assets established by the Directors (with the prior approval of the Central Bank) for one or more classes of Shares, which is invested in accordance with the investment objectives applicable to such Fund;
<b>“GBP”, “Stg”, “£” and “Sterling”</b>	the lawful currency of the United Kingdom;
<b>“IMF”</b>	the International Monetary Fund;
<b>“Investment”</b>	any investment authorised by the Constitution of the Company;
<b>“Investment Manager”</b>	Hedge Invest SGR P.A. and/or such other person as may be appointed, in accordance with the requirements of the Central Bank to provide investment management services to the Funds;

<b>“Investment Management and Distribution Agreement”</b>	the amended and restated investment management and distribution agreement between the Investment Manager, the Manager and the Company dated 9 July 2021;
<b>“KIID”</b>	a key investor information document issued on behalf of a Fund from time to time;
<b>“Management Agreement”</b>	means the agreement dated 9 July March 2021 between the Manager and the Company;
<b>“Manager”</b>	means Carne Global Fund Managers (Ireland) Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank;
<b>“Member State”</b>	a member state of the European Union;
<b>“MiFID II”</b>	the European Union’s markets in financial instruments directive (Directive 2014/65/EU) and any delegated acts and regulations promulgated thereunder;
<b>“Net Asset Value”</b>	the net asset value of a Fund or, where applicable, of a class of Shares, determined in accordance with the Constitution;
<b>“Net Asset Value per Share”</b>	the Net Asset Value divided by the number of Shares of the relevant Fund subject to such adjustment, if any, as may be required where there is more than one class of Shares in the Fund;
<b>“OECD”</b>	the Organisation for Economic Co-Operation and Development;
<b>“primarily”</b>	where, in describing an investment policy, this term shall be interpreted to mean at least two-thirds (2/3);
<b>“Prospectus”</b>	this document as it may be amended from time to time in accordance with the UCITS Rules and the requirements of the Central Bank together with, where the context requires or implies, any Supplement or addendum;
<b>“Qualified Holder”</b>	any person, corporation or entity other than (i) a U.S. person which is not a Qualified U.S. Person; (ii) any person, corporation or entity which cannot acquire or hold Shares without violating laws or regulations applicable to it or who might expose the Company to adverse tax or regulatory consequences (iii) a depository, nominee, or trustee for any person, corporation or entity described in (i) and (ii) above;
<b>“Qualified U.S. Person”</b>	a U.S. Person who has acquired Shares with the consent of the Directors provided that the number of Qualified U.S. Persons shall not exceed such number

	as the Directors shall determine from time to time with a view to precluding the Company from being required to register as an investment company under the 1940 Act;
<b>“Redemption Fee”</b>	a fee payable in respect of a Fund (if any) on the redemption of Shares as specified in the Supplement for the relevant Fund;
<b>“Redemption Price”</b>	in respect of any Fund, the price at which Shares can be redeemed as calculated in the manner set out in the section “Redemptions: Redemption Price”;
<b>“Regulated Markets”</b>	the stock exchanges and/or regulated markets listed in Appendix I;
<b>“Regulation or Regulations”</b>	the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended by the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 as may be amended, supplemented, consolidated or otherwise modified from time to time including any condition that may from time to time be imposed thereunder by the Central Bank;
<b>“Revenue Commissioners”</b>	The Irish authority responsible for taxation;
<b>“Sales Fee”</b>	a fee payable in respect of a Fund (if any) on the subscription for Shares as specified in the Supplement for the relevant Fund;
<b>“SEC”</b>	U.S. Securities and Exchange Commission;
<b>“Secretary”</b>	Carne Global Financial Services Limited and/or such other person as may be appointed to act as secretary to the Company in accordance with the Act;
<b>“Share(s)”</b>	a share or shares of no par value in the Company or a Fund as the context requires, designated as a “Participating Share” or “Participating Shares” in the Constitution;
<b>“Shareholder”</b>	the registered holder of a Share;
<b>“Sub-Investment Management Agreement”</b>	each agreement between the Investment Manager and the Sub-Investment Manager in respect of a Fund as set out in the Supplement for the relevant Fund;
<b>“Sub-Investment Manager”</b>	the sub-investment manager appointed to a Fund as set out in the Supplement for the relevant Fund;
<b>“Subscriber Shares”</b>	shares of €1 each in the capital of the Company designated as “Subscriber Shares” in the Constitution and issued for the purposes of incorporating the Company;

<b>"Subscription Price"</b>	the price at which Shares can be subscribed as calculated in the manner set out in the section "Subscriptions: Subscription Price";
<b>"Supplement"</b>	any document issued by the Company expressed to be a supplement to this Prospectus, including any addenda thereto;
<b>"UCITS"</b>	an Undertaking for Collective Investment in Transferable Securities established pursuant to the Regulations;
<b>"UCITS Rules"</b>	the Central Bank UCITS Regulations and any guidance or Q&A document issued by the Central Bank from time to time pursuant to the Central Bank UCITS Regulations; or any document published by the Central Bank which sets down all of the conditions which the Central Bank imposes on UCITS, their management companies and depositaries;
<b>"United Kingdom"</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>"United States" and "US"</b>	the United States of America or any of its territories, possessions or other areas subject to its jurisdiction including the states and the Federal District of Columbia;
<b>"United States Dollars", "US Dollars", "USD" and "US\$"</b>	the lawful currency of the United States;
<b>"U.S. Person"</b>	the persons defined in Appendix III;
<b>"U.S. Reportable Account"</b>	a Financial Account held by a U.S. Reportable Person;
<b>"U.S. Taxpayer"</b>	a "U.S. Taxpayer" as defined in Appendix III;
<b>"Valuation Point"</b>	such time and day as the Directors may from time to time determine, with the approval of the Administrator, in relation to the valuation of the assets and liabilities of a Fund as set out in Supplement for the relevant Fund;
<b>"1933 Act"</b>	the United States Securities Act of 1933, as amended;
<b>"1940 Act"</b>	the United States Investment Company Act of 1940, as amended;

All references herein to the provisions of any law, regulation or rulebook shall be construed as references to those provisions as amended, modified, re-enacted, revised or replaced from time to time.

All references herein to any agreement are to such agreement as it may be amended, restated, supplemented or replaced from time to time in accordance with the requirements of the Central Bank.

## **DIRECTORY**

### **Directors**

David Mc Geough  
John Skelly  
Antonello Balzaretto  
Alessandra Curnis

### **Registered Office**

3rd Floor,  
55 Charlemont Place,  
Saint Kevin's,  
Dublin D02 F985  
Ireland

### **Promoter, Investment Manager and Distributor**

Hedge Invest SGR P.A.,  
Via Filippo Turati 40  
20121 Milan  
Italy

### **Manager**

Carne Global Fund Managers  
(Ireland) Limited  
3rd Floor,  
55 Charlemont Place, Saint  
Kevin's,  
Dublin D02 F985  
Ireland

### **Depository**

J.P. Morgan SE, Dublin  
Branch  
200 Capital Dock,  
79 Sir John Rogerson's  
Quay,  
Dublin D02 RK57,  
Ireland

### **Administrator, Registrar and Transfer Agent**

J.P. Morgan Administration  
Services (Ireland) Ltd.  
JPMorgan House  
IFSC  
Dublin D01 W213  
Ireland

### **Auditors**

Deloitte  
Deloitte & Touche House  
29 Harcourt Road  
Dublin D02 AY28  
Ireland

### **Secretary**

Carne Global Financial  
Services Limited  
3rd Floor,  
55 Charlemont Place,  
Saint Kevin's,  
Dublin D02 F985  
Ireland

### **Legal Advisers to the Company**

Dechert LLP  
5 Earlsfort Terrace  
Dublin D02 CK83  
Ireland

## **HEDGE INVEST INTERNATIONAL FUNDS PUBLIC LIMITED COMPANY**

### **INTRODUCTION**

The Company is an open-ended investment company with variable capital organised under the laws of Ireland. The Company has been authorised by the Central Bank as a UCITS within the meaning of the Regulations and the Investment Manager is the current promoter of the Company.

The Company is structured as an umbrella fund in that different Funds thereof may be established with the prior approval of the Central Bank. In addition, each Fund may have more than one Share class allocated to it. The Shares of each class allocated to a Fund will rank *pari passu* with each other in all respects except as to all or any of the following:

- currency of denomination of the class
- currency hedging;
- dividend policy;
- the level of fees and expenses to be charged; and
- the minimum subscription, minimum additional subscription, minimum holding and minimum redemption applicable.

The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

The assets of each Fund are invested in accordance with the investment objectives, policies and restrictions applicable to each such Fund. The share capital of each Fund shall at all times equal its Net Asset Value.

The base currency of each Fund will be determined by the Directors and will be set out in the relevant Supplement.

On the establishment of any Fund or the creation of a new class of Shares in an existing Fund, a Supplement will be issued or amended (as the case may be) in respect thereof. In addition, details of all Funds and their Share classes will be set out in the annual and semi-annual reports of the Company.

### **INVESTMENT OBJECTIVES AND POLICIES**

#### **General**

The specific investment objectives and policies for each Fund will be formulated by the Manager at the time of the creation of that Fund and set out in the relevant Supplement. There can be no assurance that the investment objective of any Fund will be achieved.

The stock exchanges and markets in which any Fund may invest are set out in Appendix I. These stock exchanges and markets are listed in accordance with the requirements of the Central Bank, it being noted that the Central Bank does not issue a list of approved exchanges or markets. A Fund may invest in other Funds of the Company (provided that the Fund into which such investment is made does not invest in other Funds of the Company) and/or other collective investment schemes. As an investor in such other collective investment schemes, the Fund will bear, along with other investors of the underlying schemes, its portion of the expenses of the underlying scheme including management, investment management and, administration and other expenses. A Fund may invest in financial derivative instruments for

direct investment purposes only where such intention is disclosed in the Fund's investment policy.

Any alteration to the investment objectives or material alteration to the investment policies of any Fund at any time will be subject to the prior approval in writing of all of the Shareholders of the relevant Fund, or, if a general meeting of the Shareholders of such Fund is convened, by a majority of the votes cast at such meeting. Shareholders will be given reasonable advance notice of the implementation of any alteration to the investment objectives or policies of a Fund which have been approved by Shareholders at a general meeting on the basis of a majority of votes cast so as to enable them to redeem their Shares prior to such implementation. A non-material amendment to the investment policy may be notified to Shareholders in the relevant Fund by way of publication in the next annual accounts of the Company, in accordance with the requirements with the Central Bank.

## **INVESTMENT IN FINANCIAL DERIVATIVE INSTRUMENTS**

### **Use of FDIs**

#### **Efficient Portfolio Management / Direct Investment**

The Company may, on behalf of any Fund and subject to the conditions and within the limits laid down by the Central Bank, employ techniques and instruments relating to transferable securities, including investment in financial derivative instruments ("**FDI**") and use of repurchase, reverse repurchase and stock lending techniques. Such techniques and instruments may be used for efficient portfolio management purposes, or to provide protection against exchange risk or for direct investment purposes, where applicable. A Fund may make investments in exchange-traded or over-the-counter ("**OTC**") FDIs, such as futures and currency forwards (which may be used to manage market and currency risk respectively), options (including call and put options which may be used to achieve cost efficiencies), swaps and warrants (which may be passively acquired, for example as a result of a corporate action) including credit default swaps, total return swaps, credit derivative indices and convertible bonds. Details of the FDI that a Fund may invest in will be set out in the Supplement for the relevant Fund.

Efficient portfolio management means investment techniques involving transactions that are entered into for one or more of the following specific aims: the reduction of risk, the reduction of cost, or the generation of additional capital or income for a Fund with an appropriate level of risk, taking into account the risk profile of the Fund described in the relevant Supplement and the general provisions of the UCITS Rules. New techniques and instruments may be developed which may be suitable for use by the Company and it may (on behalf of a Fund and subject to the conditions and limits laid down by the Central Bank) employ such techniques and instruments subject to the Supplement for the relevant Fund (and risk management process as described below) being updated and Shareholders being notified in advance or Shareholder approval where the use of such new techniques and instruments results in a material change to the investment policy of any Fund. Where the Manager intends, on behalf of a Fund, to use these instruments for direct investment purposes, full details will be disclosed in the relevant Fund's investment policy. Where a Fund intends to engage in transactions involving FDI under any circumstances, the Manager shall employ a risk management process on behalf of the relevant Fund in accordance with the requirements of the Central Bank to enable it to accurately monitor, measure and manage, on a continuous basis, the risk to all open FDI positions and their contribution to the overall risk profile of the relevant Fund. Only such FDI as are provided for in the current risk management process for the Manager approved by the Central Bank may be used by the Manager. The Manager will provide on request to Shareholders supplementary information relating to the risk management methods employed by the Manager including the quantitative limits that are applied and any recent

developments in the risk and yield characteristics of the main categories of Investments of a Fund. Investors should consult the section entitled “Risk Factors: Investment and Strategy Risks” and “Conflicts of Interest” for more information on the risks associated with efficient portfolio management.

If a Fund invests in total return swaps or other FDI with the same characteristics, the underlying asset or index will be comprised of equity or debt securities, money market instruments or other eligible investments which are consistent with the investment objective and policies of a Fund as set out in the section entitled “Investment Objective and Policies” of the Supplement for the relevant Fund. The counterparties to such transactions are typically banks, investment firms, broker-dealers or other financial institutions or intermediaries who meet one of the following criteria as set out under the Central Bank UCITS Regulations:

- (i) a credit institution authorised:
  - a) in the European Economic Area (“EEA”);
  - b) within a signatory state, other than a member state of the EEA, to the Basle Capital Convergence Agreement of July 1988; or
  - c) in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.
- (ii) an investment firm authorised in accordance with MIFID; or
- (iii) a group company of an entity issued with a bank holding licence from the Federal Reserve of the United States of America and is subject to its supervision.

Where a counterparty (that falls within one of the preceding categories) to such a transaction which has been entered into on behalf of the Funds:

- a) was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account in the credit assessment process: and
- b) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph (a) this shall result in a new credit assessment being conducted by the Company.

Alternatively, an unrated counterparty will be acceptable where a Fund is indemnified or guaranteed against losses suffered as a result of a failure by such unrated counterparty, where the entity providing the indemnity or guarantee has and maintains a rating of A-2 or equivalent.

The risk of the counterparty defaulting on its obligations under the total return swap and its effect on investor returns are described in the sections of this Prospectus entitled “RISK FACTORS” under the heading “Counterparty Risk”.

Counterparties to total return swaps entered into by a Fund will not assume any discretion over the composition or management of the Fund’s investment portfolio or over the underlying of the FDI. Furthermore, approval of the counterparty is not required in relation to any portfolio transactions by the Fund.

Direct and indirect operational costs and fees arising from the efficient portfolio management techniques of stock lending, repurchase and reverse repurchase arrangements and total return swaps may be deducted from the revenue delivered to the Fund (for example, as a result of revenue sharing arrangements). These costs and fees should not include hidden

revenue. All the revenues arising from such efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the relevant Fund. The entities to which direct and indirect costs and fees may be paid include banks, investment firms, broker-dealers, securities lending agents or other financial institutions or intermediaries and may be related parties to the Company, the Manager or the Depositary. The revenues arising from such efficient portfolio management techniques for the relevant reporting period, together with the direct and indirect operational costs and fees incurred and the identity of the counterparty(ies) to these efficient portfolio management techniques, will be disclosed in the annual and half-yearly reports of the Company.

The types of FDIs that a Fund may use consist principally of:

#### *Contracts for Difference (“CFD”)*

A Fund may invest in CFD, which a Fund may use to gain long or short exposure to global securities, including eligible indices, where to do so by means of a CFD might be more efficient than holding the relevant securities directly or to improve the Investment Manager's or Sub-Investment Manager's ability to hedge a Fund in order to preserve its capital.

#### *Futures/forwards*

A Fund may invest into equity, bond, interest rate, currency, eligible indices and equity index future and forward contracts to buy or sell a standard quantity of a specific asset (or, in some cases, receive or pay cash based on the performance of an underlying asset, instrument or index) at a pre-determined future date and at a price agreed through a transaction undertaken on an exchange.

Futures and forwards are used as a more liquid and practical alternative than direct investment in certain trades. The commercial purpose of futures contracts can be to allow investors to hedge against market risk or gain exposure to the underlying market. Since these contracts are marked-to-market daily, investors can, by closing out their position, exit from their obligation to buy or sell the underlying assets prior to the contract's delivery date. Using futures to achieve a particular strategy instead of using the underlying or related security or index may result in lower transaction costs being incurred.

Equity futures are used to replicate exposure to broad market movements rather than investing directly in a broad basket of stocks and may be used for hedging purposes. Bond futures are used to replicate exposure to certain government bonds where the cost or practicality of investing directly in those instruments is too high and may be used to gain exposure to certain bond markets or for hedging purposes. Interest rate futures will be used to protect the Fund against interest rate movement.

#### *Options*

A Fund may buy or sell (write) exchange-traded or OTC put and call options whose underlyings are equities, bonds, equity indices, transferable securities, interest rate swaps, eligible indices, foreign exchange contracts or futures for hedging and investment purposes.

An option is a contract which gives the contract buyer the right, but not the obligation, to exercise a feature of the option, such as buying a specified quantity of a particular product, asset or financial instrument, on, or up to and including, a future date (the exercise date). The “writer” (seller) has the obligation to honour the specified feature of the contract. Since the option gives the buyer a right and the seller an obligation, the buyer pays the seller a premium. Put options are contracts that give the option buyer the right, but not the obligation, to sell to the seller of the option the underlying product or financial instrument at a specified price on,

or before, the exercise date. Call options are contracts that give the option buyer the right to buy from the seller of the option the underlying product or financial instrument at a specified price on, or before, the exercise date. Options may also be cash settled. A Fund may be a seller or buyer of put and call options.

### *Convertible Bonds*

Convertible bonds are bonds that provide the holder of the bond with the option to exchange the bond for a specific number of shares of a company's stock. This embedded option affects the risk of the bond and it exhibits characteristics similar to both regular fixed income securities and equity as a result. When the underlying stock is performing poorly the convertible bond continues to earn interest and so tends to behave like a bond when the option is out of the money, when the underlying stock starts to perform well the value of the embedded option increases and as a result the convertible will start to behave like the underlying stock as the option goes into the money. A Fund may invest in convertible bonds for the purpose of taking exposure to companies and issuers that are consistent with the investment policy of the relevant Fund. Due to the embedded option, convertible bonds may also embed leverage.

### *Foreign Exchange Forwards*

A Fund may buy and sell currencies on a spot and forward basis, subject to the limits and restrictions adopted by the Central Bank from time to time to reduce the risks of adverse changes in exchange rates, as well as to enhance the return of a Fund by gaining an exposure to a particular foreign currency. A foreign exchange forward contract, which involves an obligation to purchase or sell a specific currency at a future date at a price set at the time of the contract, reduces the Fund's exposure to changes in the value of the currency it will deliver and increases its exposure to changes in the value of the currency it will receive for the duration of the contract. The effect on the value of a Fund is similar to selling securities denominated in one currency and purchasing securities denominated in another currency. A contract to sell currency would limit any potential gain, which might be realised if the value of the hedged currency increases. A Fund may enter into these contracts to hedge against exchange risk, to increase exposure to a currency or to shift exposure to currency fluctuations from one currency to another. Suitable hedging transactions may not be available in all circumstances and there can be no assurance that the Fund will engage in such transactions at any given time or from time to time. Also, such transactions may not be successful and may eliminate any chance for a Fund to benefit from favourable fluctuations in relevant foreign currencies. A Fund may use one currency (or a basket of currencies) to hedge against adverse changes in the value of another currency (or a basket of currencies) when exchange rates between the two currencies are positively correlated.

### *Foreign exchange swaps*

A Fund may use foreign exchange swaps to protect against fluctuations in the relative value of its portfolio positions as a result of changes in currency exchange rates and/or to benefit directly from changes in currency exchange rates.

### *Credit Default Swaps*

A Fund may take positions in credit default swaps either to buy protection against default of certain issuers or to earn additional income from selling protection. A credit default swap is a type of credit derivative which allows one party (the “**protection buyer**”) to transfer credit risk of a reference entity (the “**reference entity**”) to one or more other parties (the “**protection seller**”). The protection buyer pays a periodic fee to the protection seller in return for protection against the occurrence of a number of events (each, a “**credit event**”) experienced by the reference entity. Selling and buying protection on a credit default swap may involve a high level of volatility.

### *Total Return Swaps*

A Fund may enter into total return swaps to gain exposure to certain instruments, baskets of instruments or markets in keeping with the investment policy of the Fund, including eligible indices. A total return swap is an agreement in which one party (the “**total return payer**”) transfers the total economic performance of a reference obligation to the other party (the “**total return receiver**”) in return for receiving a specified fixed or floating rate (such as the euro short-term rate (€STR)). Total economic performance includes income from interest and dividends as well as capital gains and losses resulting from market movements.

Total return swaps utilised by a Fund will be in accordance with the relevant Fund’s investment policy. Where the investment policy provides that the total return swaps are to be used as part of the primary investment policy, the Fund may invest in total return swaps up to a maximum 100% of its Net Asset Value. Such Funds are generally expected to have usage of total return swaps between 0% and 66% of their Net Asset Value, or such other expected usage amount as specified in the relevant Supplement. Where total return swaps are not part of the primary investment policy of a Fund, such Funds are limited to investment of a maximum of 33.3% of their Net Asset Value in total return swaps with an expected investment between 0% and 25% generally. The underlying instruments permitted for total return swaps will be as specified in the relevant Supplement.

### *Interest Rate Swaps*

A Fund may enter into interest rate swaps to hedge against interest rate movements. Interest Rate Swaps involve the exchange by a Fund with another party of their respective commitments to make or receive interest payments (e.g. an exchange of fixed rate payments for floating rate payments). On each payment date under an interest rate swap, the net payments owed by each party are paid by one party to the other.

### *Currency Swaps*

A Fund may enter into currency swaps to transform the currency denomination of assets and liabilities. Currency swaps are agreements between two parties to exchange future payments in one currency for payments in another currency. These agreements are used to transform the currency denomination of assets and liabilities. Unlike interest rate swaps, currency swaps must include an exchange of principal at maturity. Currency swaps may be used in situations where the fund invests in assets that are not denominated in the local currency and the fund does not want the portfolio to be impacted by changes in exchange rates. In the case where the fund wants exposure to a specific currency, a separate position in the currency will be entered.

## *Warrants*

A Fund may invest in warrants to gain exposure to specific securities and for leverage purposes. Warrants are securities that entitle the holder to buy back the stock of the company that issued the warrant at a specified price on a future date or series of dates. Warrants have similar characteristics to call options, and are typically issued together with preferred stocks or bonds or in connection with corporate actions, although they will often have longer maturities than are typical in the listed options market. Like call options, warrants can provide an efficient, liquid and effective mechanism for taking position in securities. This allows a Fund to benefit from future gains in the value of a security without the need to purchase and hold the security.

Warrants may be passively acquired, for example, as a result of corporate action or may be acquired on the secondary market as an alternative to purchasing the underlying reference securities. The warrants in which the Fund may invest shall primarily be listed/ traded on Regulated Markets.

## *Participation Notes*

A Fund may purchase a participation note which replicates the economic exposure associated with buying or selling a call or put spread on an underlying asset or an index and will generally be used to hedge or gain exposure to general market indices in the equities, foreign exchange and fixed income markets.

## *Repurchase/Reverse Repurchase Agreements*

A Fund may enter into repurchase/reverse repurchase agreements for the purposes of efficient portfolio management subject to the conditions and limits set out in the UCITS Rules.

A repurchase agreement, or sale-and-repurchase agreement, also known as a repo, is the sale of securities together with an agreement for the seller to buy back the securities at a later date. Under a repurchase agreement, a Fund sells securities to a counterparty with an agreement by the relevant Fund to repurchase the securities at the same price, plus interest, at a specified rate.

A reverse repurchase agreement, also known as a reverse repo, is the purchase of securities from a counterparty with an agreement for the purchaser to resell the securities at a later date to the counterparty. Under a reverse repurchase agreement, a Fund buys securities from a counterparty with an agreement by the relevant Fund to resell the securities at the same price, plus interest, at a specified rate. Security is held by the relevant Fund as collateral for the counterparty's repurchase obligation.

For repurchase agreements, a Fund shall ensure that it is able at any time to recall any securities subject to the agreement or to terminate the repurchase agreement into which it has entered. In relation to reverse repurchase agreements, a Fund should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the relevant Fund.

Where a counterparty to a repurchase, reverse repurchase or a securities lending agreement which has been entered into on behalf of the Funds:

- (a) was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account in the credit assessment process; and

- (b) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph a) this shall result in a new credit assessment being conducted by the Company.

Unless otherwise set out in the relevant Supplement, Funds which utilise repurchase or reverse repurchase agreements, or stock lending arrangements, may utilise any assets capable of being utilised for such agreements or arrangements within the relevant Fund's portfolio. With respect to securities lending, the Fund will lend securities to broker-dealers and banks in order to generate additional income for the relevant Fund. Any such loan must be continuously secured by collateral in cash or cash equivalents maintained on a current basis in an amount at least equal to the market value of the securities loaned by the relevant Fund.

Repurchase/reverse repurchase agreements and securities lending may only be effected in accordance with normal market practice. All assets received by a UCITS in the context of efficient portfolio management techniques should be considered as collateral and should comply with the criteria set down below.

It is typically expected that, where permitted, between 0% and 20% of the Net Asset Value of a relevant Fund may be subject to repurchase/reverse repurchase agreements or securities lending subject to a maximum of 100% of the Net Asset Value.

## **Collateral**

Risk exposure to an OTC derivative counterparty may be reduced where the counterparty will provide a Fund with collateral. A Fund may disregard the counterparty risk on condition that the value of the collateral, valued at market price and taking into account appropriate discounts, exceeds the value of the amount exposed to risk at any given time.

The categories of collateral which may be received by the Funds include cash and non-cash assets such as equities, debt securities and money market instruments.

Collateral received must at all times meet with the following criteria:

Liquidity: Collateral received, other than cash, should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to its pre-sale valuation. Collateral that is received should also comply with the provisions of Regulation 74 of the UCITS Regulations.

Valuation: With a view to ensuring that collateral received is sufficient to cover the relevant position on an ongoing basis, collateral received is valued on at least a daily basis using a price quoted by an independent pricing services (such as Reuters) and assets that exhibit high price volatility are not accepted as collateral unless suitably conservative haircuts are in place. Collateral requirements are based on the current price of the relevant security, i.e., in the event that the value of collateral is below the face value of the relevant instrument for which it is serving as collateral (plus any accrued interest), the counterparty will be required to increase the collateral.

Issuer credit quality: Collateral received must be of high quality and will be evaluated in accordance with the issuer credit assessment process requirements as set out in the Central Bank UCITS Regulations.

Correlation: Collateral received must be issued by an entity that is independent from the counterparty and is not expected, on reasonable grounds, to display a high correlation with the performance of the counterparty.

Diversification (asset concentration): Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Net Asset Value of a Fund. When a Funds is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. Collateral is generally expected to have a maturity of less than 5 years. However, where collateral with a longer maturity is deemed by the Manager or the Investment Manager to be appropriately liquid and meets all other requirements for collateral set out herein, such collateral may be accepted.

The Funds may be fully collateralised using transferable securities and money market instruments issued or guaranteed by any Member State, one or more of its local authorities, a third country or a public international body of which one or more Member States belongs provided the Funds should receive securities from at least 6 different issues and securities from any single issue shall not account for more than 30% of the relevant Fund's Net Asset Value. It is expected that the Funds will receive collateral of more than 20% of the Net Asset Value of each Fund in transferable securities or money market instruments issued by the U.S. Government and EU Member State Governments.

Immediately available: Collateral received should be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

Safekeeping: Collateral received on a title transfer basis should be held by the Depositary. For other types of collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

Non-cash collateral cannot be sold, pledged or re-invested.

Cash collateral may not be invested other than in the following circumstances:

- (a) deposits with relevant institutions;
- (b) high-quality government bonds;
- (c) reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the Funds are able to recall at any time the full amount of cash on an accrued basis; and
- (d) short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds.

In accordance with the Central Bank UCITS Regulations, invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral. Invested cash collateral may not be placed on deposit with the counterparty or a related entity.

Where a Fund receives collateral for at least 30% of the Fund's Net Asset Value, the Manager shall ensure that an appropriate liquidity stress testing policy is put in place, to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy should at least prescribe the following:

- design of stress test scenario analysis including calibration, certification and sensitivity analysis;
- empirical approach to impact assessment, including back-testing of liquidity risk estimates;
- reporting frequency and limit/loss tolerance threshold/s; and
- mitigation actions to reduce loss including haircut policy and gap risk protection.

The Manager (or the Investment Manager or relevant Sub-Investment Manager, as the case may be), in respect of the Funds, will have in place a clear haircut policy adapted for each class of assets received as collateral. When devising the haircut policy, the Investment Manager (or the Investment Manager or relevant Sub-Investment Manager, as the case may be) should take into account the characteristics of the assets such as the credit rating or the price volatility, as well as the outcome of the stress tests performed in accordance with the liquidity stress testing policy (as described above). The Manager's (or the Investment Manager's or relevant Sub-Investment Manager's, as the case may be) decision to (i) apply a specific haircut; or (ii) refrain from applying any haircut (in each case to a certain class of assets) will be documented and justified on the basis of the policy.

From time to time and subject to the above requirements, the levels of collateral and haircuts required may be adjusted, at the discretion of the Sub-Investment Manager of the relevant Fund, in consultation with the Investment Manager and the Manager, where this is determined to be appropriate in the context of the specific counterparty, the characteristics of the asset received as collateral, market conditions and/or other circumstances. The haircuts applied (if any) by the relevant Sub-Investment Manager, are adapted for each class of assets received as collateral, taking into account the characteristics of the assets such as the credit rating and/or the price volatility, as well as the outcome of any stress tests performed in accordance with the liquidity stress testing policy (as described above).

The Sub-Investment Manager of the relevant Fund will liaise with the Depositary in order to manage all aspects of the counterparty collateral process.

## **CURRENCY HEDGING**

The Company may employ strategies aimed at hedging against currency risk at Fund level and at Share class level. Where the relevant Fund itself enters into currency hedging transactions as part of its investment policy, these hedging transactions shall be considered distinct from the currency hedging transactions at Share class level described below.

### **CURRENCY HEDGING AT FUND LEVEL**

Each Fund may employ certain currency-related transactions in order to hedge against certain currency risks, for example, where the currency of denomination of an Investment differs from the base currency of such Fund, it may seek to hedge the resulting currency exposure back into the base currency of the Fund. However, there can be no assurance that such hedging transactions will be effective.

This hedging will typically be undertaken by means of forward contracts but may also include currency options, futures and other OTC contracts. The relevant Fund will not be leveraged as a result of such exposure and all transactions will be clearly attributable to the relevant Fund. All costs and losses arising in relation to such currency hedging transactions will be borne by the relevant Fund and all gains arising in connection with such hedging transactions

will be attributable to the relevant Fund. Although each Fund intends to utilise such currency hedging transactions in respect of its Investments, it shall not be obliged to do so and to the extent that it does employ strategies aimed at hedging its Investments' exposure to the base currency of the relevant Fund, there can be no assurance that such strategies will be effective.

Material subscriptions and redemptions may also trigger adjustments to the hedging strategies.

Details of the currency hedging strategies utilised will be disclosed in the annual and semi-annual reports of the Company.

### **CURRENCY HEDGING AT CLASS LEVEL**

The Company will employ strategies aimed at hedging against currency risk at Share class level by using efficient portfolio management techniques and investments.

Where the Investment Manager utilises hedging strategies in order to hedge the exposure of classes that are denominated in currencies other than the base currency of the relevant Fund, such hedging will typically be undertaken by means of forward contracts but may also include currency options, futures and other OTC contracts. However, there can be no assurance that such hedging transactions will be effective.

Currency exposure will not exceed 105% of the Net Asset Value of the relevant class and all transactions will be clearly attributable to the relevant class. The Investment Manager does not intend to have under-hedged or over-hedged positions; however, due to market movements and factors outside the control of the Investment Manager, under-hedged and over-hedged positions may arise from time to time. The Investment Manager shall ensure that under-hedged positions do not fall short of 95% of the portion of the Net Asset Value of the relevant class which is to be hedged and will keep any under-hedged position under review to ensure it is not carried forward from month to month. All such transactions will be clearly attributable to a specific class and currency exposures of different classes will not be combined or offset. The currency exposure of Investments will not be allocated to any separate class. The periodic reports of the Company will show how these transactions have been utilized.

All costs and losses arising in relation to such currency hedging transactions will be borne by the relevant class and all gains arising in connection with such hedging transactions will be attributable to the relevant class. Details of the currency hedging strategies utilised will be disclosed in the annual and semi-annual reports of the Company.

The Manager, the Investment Manager or the relevant Sub-Investment Manager will have procedures in place to monitor hedged positions to ensure that over-hedged positions do not exceed the limit of 105% of the Net Asset Value of the relevant class. As part of this procedure, the Manager, the Investment Manager or the relevant Sub-Investment Manager will review hedged positions in excess of 100% of the Net Asset Value of the relevant class and positions materially in excess of 100% of the Net Asset Value of the class will not be carried forward from month to month.

The Manager, the Investment Manager or the relevant Sub-Investment Manager may, where considered prudent, utilise third parties (with discretionary investment management approval) to carry out hedging activities on behalf of the Company and the Funds. In addition, the Manager, the Investment Manager or the relevant Sub-Investment Manager may obtain assistance from third parties in relation to hedging that do not have discretionary management approval provided that in such circumstances Manager, the Investment Manager or the relevant Sub-Investment Manager is making all investment decisions.

Where currency hedging takes place at class level, the performance of the hedged class is likely to move in line with the performance of the underlying assets and currency hedging at class level may substantially limit holders of Shares of a class denominated in a currency other than the base currency of the Fund from benefiting if the currency of the denomination of that class falls against the base currency of the Fund and/or the currency in which the assets of the Fund are denominated.

The costs arising as a result of hedging currency will be borne by the relevant class at class level of the relevant Fund.

### **INVESTMENT AND BORROWING RESTRICTIONS**

Investment of the assets of each Fund must comply with the Regulations. A detailed statement of the general investment and borrowing restrictions applicable to all Funds is set out in Appendix II. The Directors may impose further restrictions in respect of any Fund and details of such restrictions (if any) will be set out in the relevant Supplement.

The Directors may also from time to time impose such further investment restrictions as may be compatible with or be in the interests of the Shareholders in order to comply with the laws and regulations of the countries where Shareholders of a Fund are located or the Shares of a Fund are marketed.

The Company or the Manager will not take legal or management control of any of the entities in which its underlying investments are made.

It is intended that the Company should, subject to the prior approval of the Central Bank (and the update of the relevant Company and/or Fund documentation), have power to avail itself of any change in the investment restrictions laid down in the Regulations which would permit investment by the Company in securities, derivative instruments or in any other form of investment which, as at the date of this Prospectus, is restricted or prohibited under the Regulations.

### **BENCHMARK REGULATIONS**

Where Funds are using a benchmark pursuant to the Benchmark Regulations, the Manager shall ensure that the relevant benchmark is provided by an administrator included in the register of benchmarks maintained pursuant to the Benchmark Regulations.

### **DIVIDEND POLICY**

The Directors are empowered to declare and pay dividends on any class of Shares in a Fund.

Dividends, if declared, will be paid by telegraphic transfer, to the bank account specified in the Application Form, out of a Fund's net income and realised and unrealised gains net of realised and unrealised losses. The timing of a dividend payment in respect of any Fund will be set out in the relevant Supplement. Any dividend paid on a Share that is not being claimed will not earn interest and, if not claimed within six years of its declaration, shall be forfeited and shall be returned for the benefit of the relevant Fund.

In respect of accumulating Share classes, no dividends will be declared. The income and profits will be accumulated and reinvested in the relevant Fund on behalf of the Shareholder.

### **RISK FACTORS**

Potential investors should consider the following risk factors before investing in a Fund. Any additional risk factors relevant to a particular Fund will be set out in the relevant Supplement.

## **Investment and Strategy Risks**

**Financial derivative instruments** - Each Fund may use FDIs for the purposes of hedging and efficient portfolio management or, where stated in the investment policy of the Fund, for investment purposes. While the prudent use of FDI can be beneficial, FDI also involve risks different from and, in certain cases, greater than the risks presented by more traditional investments.

Risks in using FDI include lack of liquidity, dependence on the ability to predict movements in the prices of securities on which the FDI are based, the risk of mispricing or improper valuation of FDI and imperfect correlation between the price of FDI and the prices of the securities or currencies being hedged. Improper valuations can result in increased cash payment requirements to counterparties or a loss of value to a Fund. Consequently, a Fund's use of FDI may not always be an effective means of, and sometimes could be counterproductive to, furthering a Fund's investment objective. To the extent that a Fund invests in FDI, that Fund may take a credit risk with regard to parties with whom it trades and may bear the risk of settlement default. The use of FDI will also expose the relevant Fund to the risk that the legal documentation of the contract may not accurately reflect the intention of the parties. Legal risk is the risk of loss due to the unexpected application of a law or regulation, or because contracts are not legally enforceable or documented correctly. Investment in derivatives involves exposure to normal market fluctuations and the other risks inherent in investment in securities.

**Investment and Trading Risks in General** – All investments in securities present a risk of loss of capital. In accordance with each Fund's investment policy a Funds may utilise investment techniques such as option transactions, margin transactions, synthetic short sales and futures and forward contracts, which practices can maximise, in certain circumstances, any losses. There can be no assurance that the Funds will achieve their investment objective.

**Concentration of Investments**- Although it is the policy of the Funds to diversify their investment portfolio, each Fund may at certain times hold relatively few investments, subject to the investment and borrowing restrictions set out in Appendix II and any other investment restrictions as set out in the relevant supplement. The Funds could be subject to significant losses if they hold a large position in a particular investment that declines in value. Additionally, historical correlations may undergo dramatic change, thereby reducing expected diversification protection.

**Counterparty Risk** - Markets in which the Funds may effect transactions may include OTC or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as members of "exchange-based" markets. This exposes the Funds to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Funds to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Funds have concentrated their transactions with a single or small group of counterparties.

**Leverage, Interest Rates, Margin and Borrowing** - In addition to the leverage inherent in the credit securities and instruments in which the Funds may invest, the Funds may borrow funds from brokerage firms, banks and other financial institutions on a temporary basis in order to increase the amount of capital available for investment (see "**Investment Objective and**

**Investment Policy**”). Consequently, the level of interest rates at which the Funds can borrow coupled with other costs of obtaining leverage will affect the return of the Funds.

In accordance with the requirements of the Central Bank, the Funds may engage in borrowing and leverage which can result in certain additional risks.

While leverage presents opportunities for increasing a Funds’ total return, it has the effect of potentially increasing losses as well. Accordingly, any event which adversely affects the value of an investment by a Fund would be magnified to the extent that such Fund is leveraged. The cumulative effect of the use of leverage by the Funds in a market that moves adversely to the Funds’ investment could result in a substantial loss to the Fund which would be greater than if the Fund was not leveraged.

Should the securities pledged to brokers to secure a Fund’s margin decline in value, the Fund could be subject to a “margin call” and may need to deposit additional funds with the broker or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. In the event of a sudden drop in the value of the Funds’ assets, the Funds might not be able to liquidate assets quickly enough to pay off its margin debt.

In the futures markets, margin deposits are typically low. Low margin deposits mean that a relatively small price movement in a futures contract may result in immediate and substantial losses. For example, if at the time of purchase 10% of the price of a futures contract is deposited as margin, a 10% decrease in the price of the futures contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deduction for the brokerage commission.

**Trading in Options** - The Funds may purchase and sell (“write”) options on securities, currencies and commodities on a variety of commodities and securities exchanges and over-the-counter markets. The seller (“writer”) of a put or call option which is uncovered (i.e. the writer has effectively a long or a short position in the underlying security, currency or commodity) assumes the risk (which theoretically may be unlimited) of a decrease or increase in the market price of the underlying security, currency or commodity below or above the sales or purchase price. Investing in futures and options is a highly specialised activity and, although it may increase total return, it may also entail significantly greater than ordinary investment risk.

**Exchange-Traded Futures Contracts and Options on Futures Contracts** - The Funds’ use of futures contracts and options on futures contracts will present the same types of volatility and leverage risks associated with transactions in FDI generally (as set out below). In addition, such transactions present a number of risks which might not be associated with the purchase and sale of other types of investment products.

The Funds may invest in futures and related options to the extent that all necessary CFTC registrations or exemptions have been obtained. Such registrations or exemptions would not include review or approval by the CFTC of any Prospectus or Supplement or the trading strategies of the Company and the Funds.

Prior to exercise or expiration, a futures or option position can be terminated only by entering into an offsetting transaction. This requires a liquid secondary market on the exchange on which the original position was established. While the Funds may enter into futures and option positions only if, in the judgement of the Investment Manager or relevant Sub-Investment Manager, there appears to be a liquid secondary market for such instruments, there can be no assurance that such a market will exist for any particular contract at any point in time. In that event, it might not be possible to establish or liquidate a position.

The Funds' ability to utilise futures or options on futures to hedge its exposure to certain positions or as a surrogate for investments in instruments or markets will depend on the degree of correlation between the value of the instrument or market being hedged, or to which exposure is sought and the value of the futures or option contract. Because the instrument underlying a futures contract or option traded will often be different from the instrument or market being hedged or to which exposure is sought, the correlation risk could be significant and could result in substantial losses to the Funds. The use of futures and options involves the risk that changes in the value of the underlying instrument will not be fully reflected in the value of the futures contract or option.

The liquidity of a secondary market in futures contracts and options on futures contracts is also subject to the risk of trading halts, suspensions, exchange or clearing house equipment failures, government intervention, insolvency of a brokerage firm, clearing house or exchange or other disruptions of normal trading activity.

**OTC FDI Transactions** - The Funds may invest a substantial portion of their assets in investments which are not traded on organised exchanges and as such are not standardised. Such transactions are known as OTC transactions and may include forward contracts or options. Whilst some OTC markets are highly liquid, transactions in OTC FDI may involve greater risk than investing in exchange traded FDI because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted and, even where they are, they will be established by dealers in these instruments and, consequently, it may be difficult to establish what is a fair price. In respect of such trading, the Funds may be subject to the risk of counterparty failure or the inability or refusal by a counterparty to perform with respect to such contracts. Market illiquidity or disruption could result in major losses to the Funds.

The instruments, indices and rates underlying FDI transactions expected to be entered into by the Funds may be extremely volatile in the sense that they are subject to sudden fluctuations of varying magnitude, and may be influenced by, among other things, government trade, fiscal, monetary and exchange control programmes and policies; national and international political and economic events; and changes in interest rates. The volatility of such instruments, indices or rates, which may render it difficult or impossible to predict or anticipate fluctuations in the value of instruments traded by the Funds could result in losses.

**Proposals to reform LIBOR and global benchmark reform** - Where any of the Funds' floating or adjustable rate investments calculate interest by reference to a benchmark interest rate, such as the London Inter-Bank Offered Rate ("**LIBOR**") or the European Inter-Bank Official Rate ("**EURIBOR**") (for these purposes, each a "**Benchmark**"), a discontinuance or change in the method of calculation of that Benchmark could have a negative impact on the value of such investments.

On 27 July 2017, the head of the FCA announced (the "**FCA Announcement**") that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021 and that planning a transition to alternative reference rates ("**RFRs**"), such as the reformed Sterling Over Night Index Average, or "**SONIA**", must begin. Since the FCA Announcement, the future of the LIBOR, which is currently calculated for five currencies across seven tenors, and the development of RFRs has been, and remains, high on the global regulatory agenda. Across different financial products and markets, relevant regulators and industry bodies are working to identify RFRs and to manage and raise awareness of the expected transition away from LIBOR to those alternative RFRs. Reforms to EURIBOR, alongside reforms to EONIA (the Euro OverNight Index Average), mean that, in contrast to LIBOR, EURIBOR is not expected to be discontinued.

Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**Benchmarks Regulation**”) and the corresponding U.K. version, which was retained in the U.K. following the U.K.’s exit from the EU impose requirements on certain European (and U.K. for the new “U.K. Benchmarks Regulation”) “supervised entities” that are users of Benchmarks (such as the Investment Manager as a U.K. AIFM), including maintaining written plans regarding their use of Benchmarks. The Benchmarks Regulation has already and may further, together with the U.K. Benchmarks Regulation, affect how LIBOR and EURIBOR, as well as other Benchmarks, are calculated and administered. Further changes to the way LIBOR is calculated, including those that alter, discontinue or suspend the calculation or dissemination of LIBOR in respect of certain currencies or periods, may adversely affect the value of the Funds’ adjustable rate investments.

Benchmark related developments are on-going and fast moving and the potential effects of the move away from LIBOR and other global benchmarks on certain types of investments or products can be difficult to ascertain. There remains uncertainty regarding the future use of LIBOR and the timing of the transition and the nature of the RFRs. Factors to consider include the existing fall-back provisions (if any) in relevant contracts and if, how and when new RFRs and fall-backs are adopted for new and legacy products.

Generally, however, the replacement of LIBOR and any related uncertainty could negatively impact the value of the Funds’ adjustable rate investments which calculate interest by reference to LIBOR or any other Benchmark. In addition to exposure to Benchmarks through floating or adjustable rate investments, exposure to Benchmarks may also arise in other areas of the Funds’, the Manager’s, the Investment Manager’s or the Sub-Investment Managers’ business and operations and would be affected for the same reasons set out above, and potentially also in additional ways. Since these exposures are currently unknown, it is difficult to predict their effect on the Funds, but the effects may be adverse. Any such adverse effects would be compounded if there are any new investigations into potential manipulation or under-reporting of LIBOR, which is where historically the focus on LIBOR has been.

No Benchmark administrator, whether ICE Benchmark Administration, LIBOR’s administrator, any successor administrator or the administrator of any alternative RFR, has any obligation to any investor with respect to investments that reference a Benchmark.

**Collateral Management Risk** - In seeking to reduce credit risk through the posting or receiving of collateral in OTC transactions, securities lending agreements and repurchase/reverse repurchase agreements, the management of the collateral posted/received will be subject to liquidity and counterparty risks associated with the relevant collateral instruments. Collateral is also subject to other types of risks as set out below:

Operational risks: including that the valuation of the underlying instrument for which it is posted is inaccurate due to inadequate or failed internal processes, people or systems which may cause the relevant Fund to have an incorrect level of margin posted or received.

Legal risks: including risks associated with contracts and change of regulations in the relevant jurisdiction, etc. as well as the risk that collateral provided in cross-border transactions could result in conflicts of law preventing the Funds from recovering collateral lost or from enforcing rights in relation to collateral received.

Custody risk: collateral received by the Funds on a title transfer basis will be safekept by the Depositary or by a third party custodian subject to prudential regulation and will be subject to custody risks associated with those entities. Collateral pledged by the Funds will continue to be safekept by the Depositary.

Reinvestment of Cash Collateral: cash collateral that is reinvested may realize a loss, which would reduce the value of the collateral and result in the relevant Fund being less protected if there is a counterparty default.

While commercially reasonable efforts are utilized to ensure that collateral management is effective, such risks cannot be eliminated.

**Securities Lending Risk** - In the event of bankruptcy or other default of a borrower of portfolio securities, the Funds could experience both delays in liquidating the loan collateral or recovering the loaned securities and losses including (a) possible decline in the value of the collateral or in the value of the securities loaned during the period which the relevant Fund seeks to enforce its rights thereto, (b) possible sub-normal levels of income and lack of access to income during this period, and (c) expenses of enforcing its rights. In an effort to reduce these risks, the Manager and/or Investment Manager will monitor the creditworthiness of the firms to which the Funds lend securities. Although not a principal investment strategy, a Fund may engage in securities lending to a significant extent.

**Interpositioning** - The Funds, from time to time, may execute OTC trades on an agency basis rather than on a principal basis. In these situations, the broker used by the Funds may acquire or dispose of a security through a market-maker or other dealer (a practice known as "interpositioning"). The transaction may thus be subject to both a commission payable to the broker and a markup or markdown included in the price quoted by the dealer. The use of a broker can provide anonymity in connection with a transaction. In addition, a broker, in certain case, may have greater expertise or capability in connection with both accessing the market and executing a given transaction.

**Short Selling** - The Funds may enter into certain FDI transactions, the economic effect of which is the same as a short sale. Accordingly, as well as holding assets that may rise or fall with market values, the Funds may also hold assets or positions that will rise as the market value falls and fall as the market value rises. Since there is theoretically no limit to the market price of the short selling security positions, there is a risk of unlimited loss.

**Credit Ratings** - Credit ratings of debt securities or credit or reference entities represent the rating agencies' opinions regarding their credit quality and are not a guarantee of future credit performance of such securities. Rating agencies attempt to evaluate the safety of principal and interest payments and do not evaluate the risks of fluctuations in market value. Therefore, the ratings assigned to securities by rating agencies may not fully reflect the true risks of an investment. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events, so that an issuer's current financial conditions may be better or worse than a rating indicates. Consequently, credit ratings of reference entities or obligors in respect of eligible investments will be used by the Investment Manager or relevant Sub-Investment Manager only as a preliminary indicator of investment quality, and for the purposes of maintaining any stated ratings criteria of a credit security. Obligations of reference entities which are below investment grade will be more dependent on the credit analysis by the Investment Manager or relevant Sub-Investment Manager than would be the case with those which are investment-grade.

**Credit Risk** - The Funds may also be subject to credit risk, i.e. the risk that an issuer of securities will be unable to pay principal and interest when due, or that the value of the security will suffer because investors believe the issuer is less able to pay. Investment in the obligations of credit securities, portfolios of credit default swaps or instruments, individual credit default swaps and other instruments involves a degree of risk arising from fluctuations in the amount and timing of the receipt of principal and interest by the Funds and the amounts of the claims of creditors and counterparties ranking in priority to the rights of the Funds in respect of such securities, obligations and instruments. In particular, the amount and timing of payments of

the principal, interest and other amounts on credit securities and other obligations and instruments will depend upon the detailed terms of the documentation relating to the instrument and on whether or not any issuer thereof or obligor thereunder defaults in its obligations thereunder. A default, downgrade or credit impairment of any of its investments could result in a significant or even total loss of the investment.

***Credit Exposure to the Reference Entities*** - The obligation of the Funds directly or indirectly through other instruments and securities to make payments to credit default swap counterparties under credit default swaps and other similar instruments creates significantly leveraged exposure to potential credit events of the relevant reference entities and credits. The Funds may have the right to obtain from the credit default swap counterparties, the issuer of the instrument or the trustee information in relation to the reference entities or credits or information regarding any obligation of any reference entity. The credit default swap counterparties may have no obligation to keep the issuer, the trustee or the Funds informed as to matters arising in relation to any reference entity, including whether or not circumstances exist under which there is a possibility of the occurrence of a credit event.

A credit default swap counterparty for a particular credit default instrument may be obliged to make a payment upon the designation of an early termination date thereunder. The Funds may be exposed to the credit risk of such credit default swap counterparties with respect to such payments. In the event of the insolvency of any credit default swap counterparty, the Funds will be treated as general creditors of the credit default swap counterparty and will not have any claim against any reference entity. Consequently, the Funds will be subject to the credit risk of credit default swap counterparty as well as that of a reference entity. As a result, credit default swaps entered into with credit default swap counterparties will subject the Funds to a degree of risk with respect to defaults by credit default swap counterparties as well as to the risk of defaults by the reference entities.

Following the occurrence of a credit event with respect to a reference entity (and subject to the satisfaction of any condition to payment), the Funds may be required to pay to the credit default swap counterparty an amount equal to the relevant settlement amount on the relevant settlement date. Certain of the reference entities and/or reference obligations in respect of the reference entities in respect of credit default swaps contained in the particular portfolio, may be rated below investment grade (or of equivalent credit quality). Under credit default swaps where the Funds have sold protection by reference to any such reference entity or which includes any such reference obligation the likelihood of the Funds being obliged to make payment is greater.

Credit default swaps present risks in addition to those resulting from direct purchases of obligations of the reference entities. Under credit default swaps, the Funds and/or issuer of credit securities will have a contractual relationship only with the relevant credit default swap counterparty, and not with any reference entity. Consequently, the credit default swaps do not constitute a purchase or other acquisition or assignment of any interest in any obligation of any reference entity. The Funds and/or any issuer, therefore, will have rights solely against each credit default swap counterparty in accordance with the relevant credit default swap and will have no recourse against any reference entities. None of the Funds, the issuer or any other entity will have any rights to acquire any interest in any obligation of any reference entity, notwithstanding the payment by an issuer or the Funds of a credit default swap floating amount to a credit default swap counterparty with respect to such reference entity of a credit default unless the terms of the specific credit default swap provide for a transfer of any obligation upon the occurrence of a credit event. Neither the Funds nor any issuer will directly benefit from any collateral supporting the obligations of the reference entity and will not have the benefit of the remedies that would normally be available to a holder of any such obligation.

There is no assurance that actual payments of any credit default swap amounts will not exceed such assumed losses. If any payments of credit default swap amounts exceed such assumed losses, payment on the respective class of notes of an issuer could be adversely affected by the occurrence of synthetic credit events.

**Currency** - Shares are issued and redeemed in the base currency of the relevant Fund. The underlying instruments held by the Funds may be denominated in those or other currencies. Accordingly, the value of an investment may be affected favourably or unfavourably by fluctuations in exchange rates, notwithstanding any efforts made to hedge such fluctuations. In addition, prospective investors whose assets and liabilities are primarily denominated in currencies other than the currency of investment should take into account the potential risk of loss arising from fluctuations in the rate of exchange between the currency of investment and such other currency. The Funds may enter into back to back currency borrowing or utilise derivatives such as forwards, futures, options and other FDI to hedge against currency fluctuations, but there can be no assurance that such hedging transactions will be undertaken or if undertaken will be effective or beneficial or that there will be a hedge in place of any given time.

**Settlement Risks** - Each Fund will be exposed to a credit risk on parties with whom it trades and may also bear the risk of settlement default. For the purpose of efficient portfolio management, the Investment Manager may purchase securities or utilise efficient portfolio management techniques and instruments on the basis that settlement will be received on the relevant settlement day. In the event that such settlement monies are not received by the Fund on or by the relevant settlement date, the Fund may have to sell such purchased securities or close out its position under such efficient portfolio management techniques which could result in a loss to the Fund notwithstanding that a subscriber who defaults in settling a subscription payment may be liable to the Fund for any such loss.

**Tax Risk** - Any change in the Company's tax status or in taxation legislation could affect the value of the investments held by the Company and affect the Company's ability to provide the investor return. Potential investors and Shareholders should note that the statements on taxation which are based on advice which has been received by the Directors regarding the law and practice enforced in the relevant jurisdiction as at the date of this Prospectus. As is the case with any investment, there can be no guarantees of the tax position or proposed tax position prevailing at the time investments made in the Company will endure indefinitely. The attention of potential investors is drawn to its taxation risk associated with investment in the Company. See Section headed "Taxation".

**Trading in Indices, Financial Instruments and Currencies** - The Investment Manager or relevant Sub-Investment Manager may trade in indices, financial instruments and currencies. The effect of any governmental intervention may be particularly significant at certain times in currency and financial instrument futures and options markets. Such intervention (as well as other factors) may cause all of these markets to move rapidly in the same or varying directions which may result in sudden and significant losses.

**Hedging Transactions and Other Methods of Risk Management** - The Funds may utilise financial instruments such as FDI for investment purposes and for risk management purposes, for example in order to: (i) protect against possible changes in the market value of the portfolio resulting from fluctuations in the securities markets and changes in interest rates; (ii) protect the Funds' unrealised gains in the value of the portfolio; (iii) facilitate the sale of any investment; (iv) enhance or preserve returns, spreads or gains on any investment in the portfolio; (v) hedge the interest rate or currency exchange rate on any of the Funds' liabilities or assets; (vi) protect against any increase in the price of any securities the Funds anticipate purchasing at a later date; or (vii) for any other reason that the Investment Manager or relevant

Sub-Investment Manager deems appropriate. Such hedging transactions may not always achieve the intended effect and can also limit potential gains.

While the Funds may enter into such transactions to seek to reduce currency, exchange rate, commodity related and interest rate risks, unanticipated changes in currency, interest rates and equity markets may result in a poorer overall performance by the Funds. For a variety of reasons, the Funds may not obtain a perfect correlation between such hedging instruments and the portfolio holdings being hedged. Such imperfect correlation may prevent the intended hedge or expose the Funds to risk of loss.

**Cash Collateral Risk** - If cash collateral received by a Fund is re-invested, the Fund is exposed to the risk of loss on that investment. Should such a loss occur, the value of the collateral will be reduced and the Fund will have less protection if the counterparty defaults. The risks associated with the re-investment of cash collateral are substantially the same as the risks which apply to the other investments of the Fund.

**High Yield Debt Instruments** - Investment in corporate debt securities is subject to the risk of an issuer's inability to meet principal and interest payments on the obligation (credit risk) and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (market risk). Lower rated or unrated securities are more likely to react to developments affecting market and credit risk than are more highly rated securities, which react primarily to movements in the general level of interest rates. In purchasing such securities, the Funds will rely on the Investment Manager or the relevant Sub-Investment Manager's analysis, judgment and experience in evaluating the creditworthiness of an issuer of such securities. The Investment Manager or the relevant Sub-Investment Manager will consider, among other factors, the issuer's financial resources, its operating history, its sensitivity to economic conditions and trends, the quality of the issuer's management and regulatory matters.

The Funds may invest in below investment-grade fixed income instruments. These may invest may be rated in the lowest rating categories by Standard and Poor's or by Moody's or be unrated. Fixed income instruments rated in medium to low rating categories of internationally recognised rating services or unrated securities of comparable quality, commonly called junk bonds, are considered speculative and payments of principal and interest thereon may be questionable. In some cases, such securities may be highly speculative, may have poor prospects for reaching investment grade standing and may be in default. As a result, investment in such securities will entail greater speculative risks than those associated with investment in investment-grade bonds. The Funds may purchase corporate debt obligations of issuers not currently paying interest as well as issuers in default.

In the past, economic downturns or increases in interest rates have under certain circumstances caused a higher incidence of default by the issuers of the lower quality debt securities. To the extent that the issuer of any lower-quality debt security held by a Fund defaults, such Fund may incur additional expenses in order to enforce its rights under such security or to participate in a restructuring of the obligation. In addition, the prices of lower-quality debt securities generally tend to be more volatile and the market less liquid than is the case with investment grade securities. Adverse economic events can further exacerbate these tendencies. Consequently, the Funds may at times experience difficulty in liquidating their investments in such securities at the prices desired. There can also be significant disparities in the prices quoted for lower-quality debt securities by various dealers which may make valuing such securities by the Funds more subjective.

**Emerging Markets Risks** - Where the Funds invest in or otherwise have exposure to companies incorporated in or whose principal operations are in emerging markets, additional risks may be encountered. These include:

*Accounting Risk:* there may be little financial or accounting information available with respect to issuers located in certain emerging markets countries, and it may be difficult as a result to assess the value or prospects of an investment in such issuers.

*Currency Risk:* the currencies in which investments are denominated may be unstable, may be subject to significant depreciation and may not be freely transferable.

*Country Risk:* the value of the assets of the Funds may be affected by political, legal, economic and fiscal uncertainties. Existing laws and regulations may not be consistently applied.

*Market Characteristics:* emerging markets are still in the early stages of their development, have less volume, are less liquid and experience greater volatility than more established markets and are not highly regulated. Settlement of transactions may be subject to delay and administrative uncertainties.

*Custody Risk:* custodians are not able to offer the level of service and safe-keeping, settlement and administration of securities that is customary in more developed markets and there is a risk that the Funds will not be recognised as the owner of securities held on their behalf by a sub-custodian.

*Transparency:* less complete and reliable fiscal and other information may be available to investors.

**Russian Registration Risks** – To the extent permitted and as set out in the relevant Supplement, the Funds may invest a portion of their assets in securities of issuers located in Russia. In addition to the risks disclosed above investments in securities of Russian issuers may involve a particularly high degree of risk and special considerations not typically associated with investing in more developed markets, many of which stem from Russia's continuing political and economic instability and the slow-paced development of its market economy. Investments in Russian securities should be considered speculative. Such risks and special considerations include: (a) delays in settling portfolio transactions and the risk of loss arising out of Russia's system of share registration and custody; (b) pervasiveness of corruption, insider trading, and crime in the Russian economic system; (c) difficulties associated with obtaining accurate market valuations of many Russian securities, based partly on the limited amount of publicly available information; (d) the general financial condition of Russian companies, which may involve particularly large amounts of inter-company debt; (e) the risk that the Russian tax system will not be reformed to prevent inconsistent, retroactive and/or exorbitant taxation or, in the alternative, the risk that a reformed tax system may result in the inconsistent and unpredictable enforcement of the new tax laws; and (f) the risk that the government of Russia or other executive or legislative bodies may decide not to continue to support the economic reform programmes implemented since the dissolution of the Soviet Union.

A risk of particular note with respect to direct investment in Russian securities is the way in which ownership of shares of companies is normally recorded. Ownership of shares (except where shares are held through depositories) is defined according to entries in the company's share register and normally evidenced by "share extracts" from the register or, in certain limited circumstances, by formal share certificates. However, there is no central registration system for shareholders and these services are carried out by the companies themselves or by registrars located throughout Russia. The share registrars are controlled by the issuer of the securities, and investors are provided with few legal rights against such registrars. The law and practice relating to registration of shareholdings are not well developed in Russia and registration delays and failures to register shares can occur, which could expose the Funds to potential loss.

***Risk Management Strategies*** – The success of the Funds' risk management strategies will depend in part upon the Investment Manager or the relevant Sub-Investment Manager's ability to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the portfolio investments being hedged. Since the characteristics of many securities change as markets change or time passes, the success of the Funds' hedging strategy will also be subject to the Investment Manager or the relevant Sub-Investment Manager's ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. While the Funds may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Funds than if the Funds had not engaged in such hedging transactions. For a variety of reasons, the Investment Manager or the relevant Sub-Investment Manager may not seek to establish a perfect correlation between the hedging instruments utilised and the portfolio holdings being hedged. Such an imperfect correlation may prevent the Funds from achieving the intended hedge or expose the Funds to risk of loss. The Investment Manager or the relevant Sub-Investment Manager may not hedge against a particular risk because it does not regard the probability of the risk occurring to be sufficiently high as to justify the cost of the hedge, or because it does not foresee the occurrence of the risk. The successful utilisation of hedging and risk management transactions requires skills complimentary to those needed in the selection of the portfolio.

***Identification and Exploitation of Investment Strategies*** – Depending on the investment objective and policies of the relevant Fund, the success of the Funds' investment activities may depend on the Investment Manager's ability to identify undervalued bonds and to exploit price discrepancies or relevant Sub-Investment Manager in the financial markets, as well as to assess the impact of news and events that may affect the financial markets. Identification and exploitation of the investment strategies to be pursued by the Funds involves a high degree of uncertainty. The Funds may be adversely affected by unforeseen events involving such matters as changes in interest rates or the credit status of an issuer or counterparty, forced redemptions of securities or acquisition proposals, break-ups of planned mergers, unexpected changes in relative values, volatility levels or liquidity conditions or changes in tax treatment.

***Credit Securities*** – The Funds may invest in bonds or other fixed income securities, including without limitation, commercial paper and "higher yielding" (including non-investment grade and, therefore, higher risk) debt securities. The Funds will, therefore, be subject to credit, liquidity and interest rate risks. Higher-yielding debt securities are generally unsecured and may be subordinated to certain other outstanding securities and obligations of the issuer, which may be secured on substantially all of the issuer's assets. The lower rating of debt obligations in the higher-yielding sectors reflects a greater probability that adverse changes in the financial condition of the issuer or in general economic conditions or both may impair the ability of the issuer to make payments of principal and interest. Below-investment grade debt securities may not be protected by financial covenants or limitation on additional indebtedness. In addition, evaluation of credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, making it difficult to accurately calculate discounting spreads for valuing financial instruments. It is likely that a major economic event, such as a recession or reduction of liquidity in the market could severely disrupt the market for such securities and may have an adverse impact on the value of such securities. In addition, it is likely that any such an economic event could adversely affect the ability of issuers of such securities to repay principal and pay interest thereon and increase the incidence of default for such securities.

***Investments in Unlisted Securities*** - The Funds may invest in unlisted securities. In the absence of any trading market for these investments, it may take longer, or may not be

possible, to liquidate these positions. Accordingly, the ability of the Funds to respond to market movements may be impaired and the Funds may experience adverse price movements upon liquidation of their investments. Although these securities may be resold in privately negotiated transactions, prices realised on these sales could be less than those originally paid by the Funds. Settlement of transactions may be subject to delay and administrative uncertainties. Further, companies whose securities are not publicly traded will generally not be subject to public disclosure and other investor protection requirements applicable to publicly traded securities. The lack of publicly available information and actively traded market in unlisted securities will also give rise to uncertainty in valuing such securities.

**Swap Agreements** - The Funds may enter into swap agreements. Swap agreements can be individually negotiated and structured so as to include exposure to a variety of different types of investments or market factors. Depending on their structure, swap agreements may increase or decrease the Funds' exposure to long-term or short-term interest rates, currency values, corporate borrowing rates, or other factors such as security prices, baskets of equity securities or inflation rates. Swap agreements can take many different forms and are known by a variety of names. The Funds are not limited to any particular form of swap agreement if such swap agreement is consistent with the relevant Fund's investment objective and policy.

Swap agreements tend to shift the Funds' investment exposure from one type of investment to another. For example, if the Funds agree to exchange payments in dollars for payments in Euro, the swap agreement would tend to decrease the relevant Funds' exposure to dollar interest rates and increase its exposure to the Euro and its interest rates. Depending on how they are used, swap agreements may increase or decrease the overall volatility of the Funds' portfolio. The most significant factor in the performance of swap agreements is the change in the specific interest rate, currency, individual equity value or other factors that determine the amounts of payments due to and from the Funds. If a swap agreement calls for payments by the Funds, the Funds must be prepared to make such payments when due. In addition, if a counterparty's credit worthiness declines, the value of swap agreements with such counterparty can be expected to decline, potentially resulting in losses by the Funds.

**Repurchase/Reverse Repurchase Agreement Risk** - Repurchase and reverse repurchase agreements are subject to counterparty risk. In the case of a repurchase agreement, the counterparty may fail to repurchase its securities which may cause the relevant Fund to suffer delays and incur costs in exercising its rights under the agreement. In addition, if the securities held by the Fund as collateral for the repurchase agreement go down in market value, this may cause a loss to the Fund.

In the case of a reverse repurchase agreement, the counterparty may fail to return the securities sold to the counterparty by the relevant Fund which may cause the Fund to lose money if it is unable to recover the securities and the value of the collateral held (including if the value of the investments made with cash collateral is less than the value of the securities).

**Credit Default Swaps** - The Funds may enter into credit default swap agreements. The "buyer" in a credit default contract is obligated to pay the "seller" a periodic stream of payments over the term of the contract provided that no event of default on an underlying reference obligation has occurred. If an event of default occurs, the seller must pay the buyer the full notional value, or "par value," of the reference obligation in exchange for the reference obligation. The Funds may be either the buyer or seller in a credit default swap transaction. If the Funds are buyers and no event of default occurs, the Funds will lose their investment and recover nothing. However, if an event of default occurs, the Funds (if the buyer) will receive the full notional value of the reference obligation that may have little or no value. As a seller, the Funds receive a fixed rate of income throughout the term of the contract, which typically is between six months and three years, provided that there is no default event. If an event of default occurs, the seller must pay the buyer the full notional value of the reference obligation.

Credit default swap transactions involve greater risks than if the Funds had invested in the reference obligation directly.

**Convertible Bond Transactions** - The Funds may enter into convertible bond transactions. Losses may occur if the terms of the convertible bond do not allow for an adjustment in the conversion terms, or the Funds are forced to convert a security earlier than anticipated. The market values of convertible bonds tend to decline as interest rates increase and, conversely, to increase as interest rates decline. In addition, as the market price of the underlying common stock declines below the conversion price, the price of the convertible bonds tends to be increasingly influenced by the yield of the convertible bond.

**Security** - The Funds may invest in obligations of an issuer of a credit security which are secured by an assignment by way of first fixed security, a first fixed charge and a floating fixed charge in favour of the relevant trustee over the collateral debt securities pursuant to the trust deed on the closing date, which may take effect as a security interest over the right of the issuer to require delivery of the collateral debt securities from the depositary in accordance with the terms of the particular depositary agreement.

**Subordination Risk** - Certain debt investments that may be acquired by the Funds may be subject to certain additional risks. Such investments may be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or significant portion of which may be secured. Moreover, such investments may not be protected by financial covenants or limitations upon additional indebtedness.

**Interest Rate Risk** - The Funds are subject to several risks associated with changes in interest rates on its financings and investments which may affect profitability.

**Increased Interest Payments** - The interest payments on the Funds' financings may increase relative to the interest earned on the Funds' Investments. In a period of rising interest rates, interest payments by the Funds could increase while the interest earned on certain Investments would not change.

**Interest Rate Adjustments** - The Funds may rely on short-term financings to acquire Investments with long-term maturities. Similarly, the Funds may acquire investments with short term maturities which are secured by long dated assets. Certain of the Funds' Investments may be adjustable rate instruments in which interest rates vary over time, based upon changes in an objective index (e.g., LIBOR) which generally reflect short-term interest rates. The interest rates on the Funds' financings similarly vary with changes in an objective index but may adjust more frequently than the interest rates of the Funds' Investments.

**Certain Securities Markets** - Stock markets in certain countries or sectors may have a relatively low volume of trading. Securities of companies in such markets may also be less liquid and more volatile than securities of comparable companies elsewhere. There may be low levels of government regulation of stock exchanges, brokers and listed companies in certain countries. In addition settlement of trades in some markets is slow and subject to failure.

**Highly Volatile Instruments** - The price of FDI instruments, including options are highly volatile. Price movements of forward contracts and other FDI contracts in which the Funds' assets may be invested are influenced by, amongst other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary, and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention often is intended directly to influence prices and may, together with other factors,

cause many of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Funds are also subject to the risk of the failure of any of the exchanges on which their positions trade or of their clearing houses.

**Highly Volatile Markets** - The prices of financial instruments in which the Funds may invest can be highly volatile. Price movements of forward and other FDI contracts in which the Funds' assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. The Funds are subject to the risk of failure of any of the exchanges on which their positions trade or of its clearing houses.

**Market Liquidity and Leverage** - The Funds may be adversely affected by a decrease in market liquidity for the instruments in which they invest which may impair the Funds ability to adjust their positions. The size of the Funds positions may magnify the effect of a decrease in market liquidity for such instruments. Changes in overall market leverage, de-leveraging as a consequence of a decision by the other counterparties with which the Funds enter into FDI transactions, to reduce the level of leverage available, or the liquidation by other market participants of the same or similar positions, may also adversely affect the Funds' portfolio.

## **General Risks**

**Business Dependent Upon Key Individuals** - The success of the Company and its Funds is significantly dependent upon the expertise of members of the investment management team at the Investment Manager or relevant Sub-Investment Manager and any future unavailability of any of their services could have an adverse impact on the Funds' performance. The past investment performance of the Investment Manager and any Sub-Investment Manager and any of the Funds may not be construed as an indication of the future results of an investment in the Funds.

**Investment Management Fee and Performance Fee** – In addition to receiving an investment management fee, the Investment Manager and/or relevant Sub-Investment Manager may also receive a performance fee by reference to the appreciation in the Net Asset Value per Share of a particular Share class in the Funds and accordingly the performance fee will increase with regard to unrealised appreciation, as well as realised gains. Accordingly, a performance fee may be paid on unrealised gains which may subsequently never be realised. The performance fee may create an incentive for the Investment Manager to make investments for the Funds which are riskier than would be the case in the absence of a fee based on the performance of the relevant Share class in a Fund.

**Performance Fee Methodology** - The methodology used by the Company in calculating the performance fees in respect of certain Funds may result in inequalities as between Shareholders in relation to the payment of performance fees (with some investors paying disproportionately higher performance fees in certain circumstances) and may also result in certain Shareholders having more of their capital at risk at any time than others (as no full equalisation methodology is employed in respect of the performance fee calculation). The methodology may also, in certain circumstances, result in certain Shareholders being charged a performance fee in circumstances where the Net Asset Value per Share of their Shares has not increased over the relevant calculation period as a whole.

**Price Fluctuations** - It should be remembered that the value of Shares and the income (if any) derived from them can go down as well as up.

**Investment in Other Funds and Structures** - The Funds may seek to achieve their investment objective and policy through investment in other open and closed-ended funds and

structures. These may be or include unregulated funds and structures as well as funds and structures managed and/or advised by the Manager, the Investment Manager or relevant Sub-Investment Manager. The Funds will be exposed to the liquidity and other risks to which investors in such funds are subject.

In addition, other clients of the Manager, the Investment Manager or relevant Sub-Investment Manager may participate in tranches of credit securities and portfolios of credit default swaps or instruments in which the Funds may invest and investment may also be made by the Manager, the Investment Manager or relevant Sub-Investment Manager in such obligations.

**Subscriptions and Redemptions** - Save in the event of a suspension of dealings, subscription applications and redemption requests once submitted may only be withdrawn with the prior consent of the Directors. Any interest earned on subscription monies in respect of a rejected subscription will accrue to the benefit of the relevant Funds.

The Directors may in their absolute discretion charge interest to a Shareholder in such amount as they deem reasonable in respect of late subscription monies received by any of the Funds in respect of a subscription. Redemption proceeds will not be paid until all administrative requirements have been met. No interest will be paid on any proceeds retained pending the finalisation of such administrative requirements.

**Funding Liquidity Risk** - Where Shareholders redeem their shareholding in the Funds in an amount which exceeds the amount of cash or other liquid assets immediately available to fund such redemptions, the Directors may, subject to their discretion to restrict redemptions, seek to liquidate additional assets to fund the redemption costs incurred. This may limit or otherwise affect the ability of the Funds to operate or manage investment positions and strategies within their portfolio and restrict or materially affect investment performance and returns.

**Restrictions on Redemptions** – Investors in the Funds are subject to restrictions relating to the redemption of Shares.

Securities and other instruments in which the Funds may be invested may become illiquid or otherwise may not be readily realisable either by reason, *inter alia*, of the securities or instruments themselves or the investment strategies and/or obligations relating thereto to which the relevant Funds are committed or regulatory reasons.

The Directors may also suspend the determination of the Net Asset Value of any Fund and the issue and redemption of Shares of any class of any Fund in the circumstances set out under the section entitled “Temporary Suspension”. Directors may also suspend redemptions during any period in which the settlement or redemptions would, in the opinion of the Directors, result in a violation of law or violate any instrument or agreement governing any indebtedness incurred by the relevant Funds.

The imposition of any of the above measures by the Directors may result from the underlying liquidity of the Funds and the valuation of the underlying investments in which it is invested and circumstances in this respect may be subject to a regular and sudden change.

**Valuation** - The price at which investors subscribe and redeem Shares of the Company and the value with reference to which management and other fees are calculated is calculated with reference to the Net Asset Value of the relevant Funds as more specifically disclosed under “Calculation of Net Asset Value”. The Administrator may, however, in the discretion of the Directors or the Manager (and subject to the approval of the Depositary), follow some other prudent methods of valuation if it considers that under the circumstances such methods should be adopted in order to reflect fairly the values of the relevant investments or liabilities of the relevant Funds.

In addition, special situations affecting the measurement of the Net Asset Value of the assets of the Funds may arise from time to time. Investors should be aware that situations involving uncertainties as to the valuation of such assets could have an adverse effect on the Net Asset Value of the Funds.

The Net Asset Value of the Funds may fluctuate over time according to the performance of the relevant Funds' Investments. A Shareholder may not fully recover his initial investment when he chooses to redeem his Shares or upon compulsory redemption, if the Net Asset Value of the Funds is less than that at the time of investment. The value of the Shares, and the income (if any) derived from them, can go down as well as up.

**Portfolio Turnover** - Turnover of the Funds' Investments may or may not be higher than the average for other more traditional portfolios and accordingly the level of commissions paid and other transaction costs is likely to be higher than average, which may adversely affect the returns realised by investors.

**Segregated Liability** - The Company is structured as an umbrella fund with segregated liability between Funds. As a matter of Irish law, the assets of one Fund will not be available to meet the liabilities of another. However, the Company is a single legal entity that may operate or have assets held on its behalf or be subject to claims in other jurisdictions that may not necessarily recognise such segregation.

**Business and Regulatory Risks Associated with Funds** - Legal, tax and regulatory changes could occur during the lifetime of the Company and/or the Funds that may adversely affect the Company and/or the Funds. The regulatory environment for funds pursuing alternative investment strategies is evolving and changes in the regulation of such funds may adversely affect the value of investments held by the Funds and the ability of each of the Funds to obtain leverage or to pursue its trading strategies. In addition, the securities and future markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of FDI transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by governmental and judicial action. Any future legal or regulatory change could substantially and adversely affect the Funds.

**Brexit** – The United Kingdom ceased to be a member of the EU on 31 January 2020 (such departure from the EU, “**Brexit**”). On 24 December 2020, a trade agreement was concluded between the EU and the U. K. (the “**TCA**”), which formally took effect on 1 May 2021, and now governs the relationship between the U.K. and EU.

Although the TCA covers many issues, such as economic partnership, free trade, law enforcement and judicial co-operation and governance, it is silent on items such as financial services equivalence. As such, there remains uncertainty as to the scope, nature and terms of the relationship between the U.K. and the EU and the effect and implications of the TCA.

The actual and potential consequences of Brexit, and the associated uncertainty, have adversely affected economic and market conditions in the U.K., in the EU and elsewhere, and may also contribute to uncertainty and instability in global financial markets. This uncertainty may, at any stage, adversely affect the Company and the Funds and their investments and/or the Investment Manager or any Sub-Investment Manager. There may also be detrimental implications for the value of a Fund's investments and/or its ability to implement its investment programme. This may be due to, among other things:

- (i) increased uncertainty and volatility in UK, EU and other financial markets;

- (ii) fluctuations in asset values;
- (iii) fluctuations in exchange rates;
- (iv) increased illiquidity of investments located, listed or traded within the UK, the EU or elsewhere;
- (v) changes in the willingness or ability of financial and other counterparties to enter into transactions, or the price at which and terms on which they are prepared to transact; and/or
- (vi) changes in legal and regulatory regimes to which the Manager, the Company, certain of its assets and/or service providers are or become subject.

Brexit could have a material impact on the UK's economy and its future growth, impacting adversely the Company's investments in the UK. It could also result in prolonged uncertainty regarding aspects of the UK economy and damage customers' and investors' confidence. Any of these events could have a material adverse effect on the Company.

**Pandemic Risk** - A widespread health crisis such as a global pandemic could cause substantial market volatility, exchange trading suspensions and closures, and affect Fund performance. For example, the novel coronavirus disease (COVID-19) has resulted in significant disruptions to global business activity. The impact of a health crisis and other epidemics and pandemics that may arise in the future, could affect the global economy in ways that cannot necessarily be foreseen at the present time. A health crisis may exacerbate other pre-existing political, social and economic risks. Any such impact could adversely affect a Fund's performance.

**Russian Invasion of Ukraine** - In February of 2022, the Russian Federation launched a military operation in Ukraine in contravention of a February 2015 cease-fire deal and various Western democracies have imposed or increased sanctions related thereto. The situation in Ukraine continues to evolve and, as of the date of this Prospectus, the outcome of the conflict, the continuing sanctions or any new sanctions and the impact these may have on the Company or a Fund remain uncertain.

**Cyber Security Risk** – With the increasing use of the internet in connection with the operations of the Company and/or the Manager and their delegates, the Funds may be exposed to greater operational and information security risks through breaches in cyber security. Intentional cyber security breaches include: unauthorized access to systems, networks, or devices (such as through "hacking" activity); infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. In addition, unintentional incidents of cyber security breaches can also occur. Such unintentional cyber security breaches can include, among others, the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws).

A cyber security breach, whether intentional or unintentional, could result in the loss or theft of customer data of the Funds, the inability to access electronic systems ("**Denial of Services**"), loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause a Fund, the Manager, the Investment Manager, or other service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss. In addition, such incidents could affect issuers in which the Funds invest, and thereby cause the Funds' Investments to lose value.

In addition to cyber security risks to the Funds, investors are advised to ensure communication methods with the Administrator and any financial advisors, including the Manager and the Investment Manager, are secure so as to prevent fraudulent change of details or fraudulent redemption requests from being submitted through, for example, their email accounts.

**Fraud Risk** - The Funds will be exposed to the risk of fraud by third party service providers to, or the directors, officers or agents of, an investment entity in which the Funds are invested. These risks include fraud or bad faith relating to dealings with, or on behalf, of any investment entity where such officers, agents and third parties may receive direct or indirect benefit from dealings with or for that entity or where fees are received or cash flows handled in respect of that entity.

**Terrorist Action** - There is a risk of terrorist attacks causing significant loss of life and property and damage and disruptions in global markets. Economic and diplomatic sanctions may be in place or imposed on certain states and military action may be commenced. The impact of such events is unclear, but could have a material effect on general economic conditions and market liquidity which may in turn adversely affect the Funds and their Shareholders.

**Custodial Risk** - Each market may have different clearance and settlement procedures which may make it difficult to conduct securities transactions. A Fund may invest in certain markets in different parts of the world where custody and/or settlement systems do not recognise legal structures established in other jurisdictions and/or such systems are not fully developed. The assets of a Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Depositary will have no liability, in which case the custodial risk will be borne by the relevant Fund.

**US Foreign Account Tax Compliance Act (“FATCA”) Risk** - Pursuant to FATCA, the Company (and each Fund) will be required to comply with extensive new reporting and withholding requirements designed to inform the US Department of the Treasury of US-owned foreign investment accounts. Failure to comply (or be deemed compliant) with these requirements will subject the Funds to U.S. withholding taxes on certain US-sourced income and (effective 1 January 2017) gross proceeds. Pursuant to an intergovernmental agreement between the United States and Ireland, the Funds may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports US taxpayer information directly to the government of Ireland. Shareholders may be requested to provide additional information to the Funds or its agents to enable the Funds to satisfy these obligations. Failure to provide requested information or (if applicable) satisfy its own FATCA obligations may subject a Shareholder to liability for any resulting US withholding taxes, US tax information reporting and/or mandatory redemption, transfer or other termination of the Shareholder’s investment in Shares of the Funds. The Company may be unable to comply with its FATCA obligations if Shareholders do not provide the required certifications or information. In such circumstances, the Company could become subject to US FATCA withholding tax in respect of its U.S. source income if the U.S. Internal Revenue Service specifically identified the Company as being a ‘non-participating financial institution’ for FATCA purposes. Any such U.S. FATCA withholding tax would negatively impact the financial performance of the Company and all Shareholders may be adversely affected in such circumstances. Detailed guidance as to the mechanics and scope of this new reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any such guidance on future operations of the Company (and each Fund). The administrative cost of compliance with FATCA may cause the operating expenses of the Company (and each Fund) to increase, thereby reducing returns to investors. FATCA may also require the Company (or each Fund) to provide to the Irish government (for exchange with the U.S. Internal Revenue Service) private and confidential information relating to certain investors. See section headed “Taxation.”

**Common Reporting Standards (“CRS”) Risk** - Drawing extensively on the intergovernmental approach to implementing FATCA, the OECD developed the Common Reporting Standard to address the issue of offshore tax evasion on a global basis. Aimed at

maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating CRS jurisdictions will obtain from reporting financial institutions, and automatically exchange with tax authorities in other participating CRS jurisdictions in which the investors of the reporting financial institutions are tax resident on an annual basis, personal and account information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in 2017. Ireland has implemented the CRS. As a result, the Company will be required to comply with the CRS due diligence and reporting requirements, as adopted by Ireland. Shareholders will be required to provide additional information to the Company to enable the Company to satisfy its obligations under the CRS. Failure to provide requested information may subject a Shareholder to liability for any resulting penalties or other charges and/or mandatory termination of its interest in the Company.

**European Economic Risks** - Member States and European businesses and financial institutions and counterparties are currently being affected, some adversely, by severe political and economic difficulties and concerns, including in relation to sovereign and non-sovereign funding and debt. European, IMF and bilateral emergency funding arrangements have already been extended and/or are contemplated in respect of Member States and European based financial institutions.

These developments have had a negative effect in political terms and also in economic terms and may continue to do so. Financial markets, investor sentiment and credit ratings of institutions and Member States have already been adversely affected and may continue to be so. In addition, investment activity has been affected, as has the willingness and ability of financial institutions to extend credit and to obtain funding.

Member States within the Eurozone, and certain other Member States, are in ongoing discussions with a view to agreeing stricter financial disciplines. However, it remains unclear whether agreement on these matters will be reached, and even if reached, whether adequate measures will be adopted in the short to medium term.

There are increasing concerns that one or more Member States within the Eurozone may not be able to meet their debt obligations or funding requirements. The depressed economic environment and cost of funding may cause short and medium term budget deficits to expand in these economies, further increasing the risk of default. A sovereign default is likely to have adverse consequences for the economy of the Member State and that of Europe and the wider world economy. The effect on creditors of a sovereign default is likely to be adverse.

The probability of Member States that have adopted the Euro abandoning or being forced to withdraw from the Euro remains. It is difficult to predict the precise nature of the consequences of a Member State leaving the Euro as there has been no well-defined legal framework put in place in preparation for such an event. However, it is likely that any Euro-denominated assets or obligations that the Company acquired that are converted into a new national currency would suffer a significant reduction in value if the new national currency falls in value against the Euro or other currencies.

These economic developments and their consequences both in Europe and the wider world economy, have significantly increased the risk of market disruption and governmental intervention in markets. Such disruption and intervention may result in unfavourable currency exchange rate fluctuations, restrictions on foreign investment, imposition of exchange control regulations by governments, trade balances and imbalances and social, economic or political instability.

Predicting the consequences of developments of this kind is difficult. Events affecting the Euro could result in either separate new national currencies, or a new single European currency, and consequently the redenomination of assets and liabilities currently denominated in Euro. In such circumstances, there would be a definite risk of the Company's Euro-denominated investments becoming difficult to value, which could potentially result in negative consequences for the Company including suspension of Net Asset Value valuations and consequently of redemptions. If the redenomination of accounts, contracts and obligations becomes litigious, difficult conflict of laws questions are likely to arise.

Adverse developments of this nature may significantly affect the value of the Company's investments. They may also affect the ability of the Company to transact business including with financial counterparties, to manage investment risk and to hedge currency and other risks affecting the Company's portfolio and individual Share classes. Fluctuations in the exchange rate between the Euro and the US Dollar or other currencies could have a negative effect upon the performance of investments.

The foregoing list of risk factors is not complete. Prospective investors should consult with their own advisors before deciding to subscribe.

***MiFID II Regulatory Risk*** – The MiFID II Directive and its accompanying regulation, the Markets in Financial Instruments Regulation (“**MiFIR**”) (Regulation 600/2014/EU), (collectively, “**MiFID II**”) took effect on 3 January 2018. MiFID II is a wide ranging piece of legislation which introduced changes to, among other things, European financial market structure, trading and clearing obligations, product governance and investor protection. While MiFIR and a majority of the MiFID II “Level 2” measures are directly applicable across the EU as EU regulations and so were transposed without amendment into Irish law, the revised MiFID directive was “transposed” into national law by Member States (including at the relevant time Ireland.). In the course of transposition individual Member States and their national competent authorities were permitted to introduce requirements over and above those in the MiFID directive. Aspects of MiFID II and its implementation may be unclear in scope and subject to differences in regulatory interpretation. Market participants who are not directly subject to MiFID II may be indirectly impacted by its requirements and related regulatory interpretations. It is not possible to predict how these factors may impact on market participants (including the Company, the Manager, the Investment Manager and the Sub-Investment Manager) and/or the effect of such restrictions on the ability of the Investment Manager and/or the Sub-Investment Managers to implement the Company and the Funds' investment objectives.

## MANAGEMENT AND ADMINISTRATION

The Directors control the affairs of the Company and have delegated certain of their duties to the Manager, which, in turn, has delegated certain of its duties to the Administrator, the Investment Manager and the Distributor. The Depositary has also been appointed to hold the assets of each Fund.

Those Directors who are employees of the Investment Manager are not actively involved in trading activities pertaining to, or asset allocation within, any Fund. Consequently, all directors of the Company in relation to the Company are non-executive.

### The Directors

The Directors are all non-executive directors of the Company and their details are set out below.

*Mr David McGeough (Irish Resident)*, Mr McGeough is a lawyer by professional qualification and has over 20 years' experience in the international financial services industry. Mr McGeough serves as a non-executive director of a number of investment funds and hedge funds and as an adviser to asset management firms and hedge fund firms. He also serves as a non-executive director of an international hedge fund rating and operational risk assessment business.

From 2002 to 2007, Mr McGeough served as a Partner and Member of the International Management Committee of one of the world's largest hedge fund firms, Vega Asset Management ("**Vega**"), which had approximately \$ 14 billion under management. Prior to joining Vega in 2002, Mr McGeough was the Chief Operating Officer, and subsequently Chief Executive Officer, of an international technology company, Mobileaware, which was backed by Intel, Bank of America and other private equity firms. Prior to joining Mobileaware in 2001 Mr McGeough was a Partner and Head of the Capital Markets and Investment Funds teams in an international law firm, Matheson Ormsby Prentice ("**MOP**"): 1994-2000. Prior to becoming a partner at MOP in 1994, Mr McGeough worked as a solicitor at MOP in the Corporate Finance group. Mr McGeough qualified as a solicitor in Ireland in 1990. Mr McGeough holds a Bachelor of Civil Law Degree (magna cum laude) from University College Dublin law school ("**UCD**") and has tutored law at UCD and spoken at numerous international industry conferences on financial services and asset management matters.

Mr McGeough has also served as a member of the Department of An Taoiseach's International Banking and Treasury Group (1997-2000), a special advisory group advising on securitization and other structured finance initiatives for the Financial Services Centre in Dublin.

*Mr John Skelly (Irish Resident)*. Mr. Skelly is a Principal of Carne Group and acts as a director and chairman on the boards of a number of industry-leading funds and management companies. He has over 25 years of experience in the financial services industry. He acts for both Irish and Cayman funds.

Mr Skelly is a specialist in compliance, risk, product development, finance and operations for both traditional funds and hedge funds and has helped develop the operational infrastructure of a number of investment funds. He has in-depth understanding of hedge fund and traditional fund operational requirements and has project managed a number of fund launches. He has expert knowledge of the risk and compliance requirements of UCITS and AIFMD. He regularly provides industry training on investment fund products, particularly UCITS. Prior to joining Carne in 2006

Mr Skelly held a number of senior management positions with leading banks and asset management companies including BNP Paribas Securities Services and Norwich Union Investments (now Aviva Investors). He is a Fellow of the Institute of Chartered Accountants and trained with Deloitte. He holds a Bachelor of Commerce degree from University College Dublin.

*Mr Antonello Balzaretto (Italian Resident).* Mr Balzaretto has been Chief Operating Officer of Hedge Invest SGR since 2019, responsible for operations, finance, administration, legal and corporate governance. In this role he has also been involved in the development of the operational infrastructure and the authorisation process of a number of investment funds.

Mr. Balzaretto has been Risk Manager of the Investment Manager since 2006 and was also appointed compliance officer in 2008. During this period he has been involved into risk management activities for the AIFs managed by the Investment Manager and in the monitoring of the risk management activities of the Sub-Investment Managers for each sub-fund of the Company.

He joined the Investment Manager in 2001 working initially as a hedge fund analyst until 2005.

Prior to joining Hedge Invest, from 2002 Mr. Balzaretto worked at Antonello Manuli Finanziaria (AMFIN) S.p.A. (parent company of the Investment Manager since 1998), where he helped setting up 'MondoHedge', the first website specialised on the Italian hedge fund industry, focusing on the development of its fund database.

Ms Balzaretto holds a Bachelor's degree, summa cum laude, in Banking, Finance and Insurance Sciences from Cattolica University of Milan.

*Ms Alessandra Curnis (Italian Resident),* Ms Curnis has been Risk & Compliance Manager of Hedge Invest SGR since 2019.

She joined the investment team of the Investment Manager as hedge fund analyst in 2012. She was responsible for research of hedge funds focused on global long/short equity and natural resources strategies. She started as risk & compliance analyst for Hedge Invest in 2013. Since then, she has been involved into risk management activities for the AIFs managed by the Investment Manager and in the monitoring of the risk management activities of the Sub-Investment Managers for each sub-fund of the Company. On the compliance side, she has been supporting the Investment Manager and the Company in the definition of new procedures or policies in order to be compliant with regulatory changes and in the compliance activities of the Investment Manager.

Prior to joining the Investment Manager, Ms Curnis worked as intern for Intesa San Paolo Private Banking in the Business and Development Department and in the Top Clients Division and for Eidos Partners Holdings Ltd in the Debt Capital Market team in 2011.

Ms Curnis holds a Master of Science degree, summa cum laude, in Finance and Risk Management from Università degli Studi di Brescia in 2011 and a Bachelor degree, summa cum laude, in Bank and Finance from Università degli Studi di Brescia in 2008.

For the purposes of this Prospectus, the address of all the Directors is the registered office of the Company.

### **The Manager**

The Company has appointed the Manager to act as manager to the Company and each Fund with power to delegate one or more of its functions subject to the overall supervision and

control of the Company. The Manager is a private limited company and was incorporated in Ireland on 10 November 2003 under the registration number 377914 and has been authorised by the Central Bank to act as a UCITS management company and to carry on the business of providing management and related administration services to UCITS collective investment schemes pursuant to the Regulations.

The Manager is responsible for the general management and administration of the Company's affairs and for ensuring compliance with the Central Bank UCITS Regulations, including investment and reinvestment of each Fund's assets, having regard to the investment objective and policies of each Fund. Pursuant to the Administration Agreement, the Manager has delegated certain of its administration and transfer agency functions in respect of each Fund to the Administrator.

Pursuant to the Investment Management Agreement, the Manager has delegated certain investment management functions in respect of each Fund to the Investment Manager.

The Secretary of the Manager is Carne Global Financial Services Limited

The Management Agreement is described in more detail in the "STATUTORY AND GENERAL INFORMATION: Material Contracts" section.

Details of the directors of the Manager are set out below.

*Neil Clifford (Irish resident)* is a director with the Carne Group. He is an experienced Irish-based investment professional and fund director with wide experience of the governance and operations of alternative investments at the institutional level, including infrastructure and private equity funds. He has also had experience as an equity fund manager and is a qualified risk management professional. Neil joined the Manager in October 2014 from Irish Life Investment Managers ("ILIM") (April 2006 – September 2014), where he was head of alternative investments. He also supervised ILIM's illiquid investments in private equity and infrastructure, including acting as an independent director on a number of investment companies. He began his career with Irish Life as a sector-focused equity fund manager. Prior to this, Neil was a senior equity analyst for Goodbody Stockbrokers (September 2000 - April 2006) in Dublin. He has also worked as an engineer with a number of leading engineering and telecoms firms in Ireland. Neil has a bachelor of electrical engineering from University College Cork and a master of business administration from the Smurfit School of Business, University College Dublin. He is a chartered alternative investment analyst ("CAIA") and a financial risk manager (FRM – Global Association of Risk Professionals).

*Teddy Otto (Irish resident)* is a principal consultant with the Manager. He specialises mainly in product development, fund establishment and risk management. Before joining the Manager, Mr. Otto was employed by the Allianz / Dresdner Bank group in Ireland for six years. During this time he acted as head of fund operations, head of product management and was appointed as a director of the Irish management company for Allianz Global Investors and a range of Irish and Cayman domiciled investment companies. He had previously held senior positions in the areas of market data and custody at Deutsche International (Ireland) Limited and worked in the investment banking division of Deutsche Bank, Frankfurt. He spent over six years at Deutsche Bank group. Prior to that, he was employed with Bankgesellschaft Berlin for two years. Mr. Otto holds a degree in business administration from Technische Universität Berlin.

*Michael Bishop (U.K. resident)* was with UBS Global Asset Management (U.K.) Ltd. (1990 – 2011) holding executive director and then managing director positions and was responsible for the development and management of the U.K. business's range of investment funds. His areas of expertise include U.K. open-ended investment companies, unit trusts, unit linked

funds and Irish, Cayman Islands, Channel Islands and other investment structures. He was a director of and responsible for the launch of UBS Global Asset Management Life Ltd. and UBS (Ireland) plc. Mr. Bishop has designed and launched products catering for all capabilities including equities, fixed income and alternative strategies. He has also been responsible for service provider appointment and management, as well as holding senior accounting and managerial roles with other financial services companies including Flemings and Tyndall. He has served on a number of the Investment Management Association's committees, industry forums and consultation groups specialising in U.K. and international regulation, product development and taxation. Mr. Bishop is a Fellow of the Association of Chartered Certified Accountants. Since retiring in 2011, he has been involved with various charities.

*Dennis Murray (Irish resident)* is Head of Risk for Carne Group, Ireland and Designated Director of Risk Management for the Manager. With over 24 years of working in the International Financial Services sector in Senior Risk & Investment Management functions, Dennis has gained extensive professional experience in both the US and Ireland as a Senior Risk Manager with the Charles Schwab Corporation and Dexia Group, respectively.

Dennis then spent over ten years with Dexia Group in Ireland as a Senior Credit Portfolio Manager before becoming a Director, Investments for Belfius Investments Ireland, a former entity of Dexia Group. Dennis holds a M.A. in Economics from U.C.D., has been a Certified Financial Risk Manager (FRM) by the Global Association of Risk Professionals (GARP) since 2000 and recently attained a dual-award of a Professional Certificate in Investment Fund Services Risk Management (Operational Risk, Conduct Risk and Risk Culture) and an Operational Risk Manager Certificate from PRMIA (the Professional Risk Managers' International Association).

Dennis is cleared to act by the Central Bank of Ireland as a Non-Executive Director (PCF-2) and a Designated Person (PCF-39) and is an active member of the Certified Investment Fund Director Institute, the Institute of Directors in Ireland and the Institute of Banking. Dennis was awarded the professional designation of Certified Investment Fund Director (CIFD) by the Certified Investment Fund Director Institute (a specialist body of the Institute of Banking) in 2017 and completed a Diploma in Company Direction through the Institute of Directors in Ireland (IoD) in 2016.

*Sarah Murphy (Irish resident)* is a Director of Oversight at Carne, with a particular focus on the governance and operations of management companies and fund platforms. She currently acts as a Director and Chief Operations Officer of Carne's management companies in addition to serving on the boards of Carne's UCITS and QIAIF platforms. Sarah is primarily responsible for leading the execution of the firm's management companies' operations, which collectively oversee more than \$48bn in assets. She began her career at Carne as a business manager where she was tasked with leading the launch and development of a number of the firm's corporate services businesses.

Prior to joining Carne, Sarah held a number of senior management roles in BDO Ireland's corporate services business. During this period, Sarah was responsible for providing advisory services to a broad range of domestic and international clients in relation to corporate governance and company law issues associated with acquisitions, disposals and company re-organisations.

Sarah is a Fellow of the Institute of Chartered Secretaries and Administrators and is currently completing the Chartered Alternative Investment Analyst certification.

*David McGowan (Irish resident)* joined Carne as the Global Chief Operating Officer in October 2019. David has over 15 years' experience in building and managing complex operations teams across a variety of industries. David has responsibility for a multitude of operational

functions across a number of business lines across the Carne Group. As part of David's remit within Carne Group, he is responsible for ensuring that the most appropriate operating model is in place for the Manager's regulatory environment as the Manager grows in terms of assets under management, number of funds under management and number of delegate arrangements.

In David's role prior to joining Carne, he served as a Director of Global Business Services with LinkedIn leading a number of global business lines, including heading up functions of over 400 full time employees with global accountability for relationship management and management operating systems implementation. Prior to his role with LinkedIn, David was a Director of Global Business Services with Accenture Plc providing domain and analytical support for outsourced relationships in EMEA and project implementation across a number of areas including Customer Success and Sales.

David holds a BSc in Supply Chain Management and Logistics from the Aston University Manchester.

### **The Investment Manager and Distributor**

The Manager has appointed Hedge Invest SGR P.A. as its Investment Manager and Distributor.

The Investment Manager was established in April 2001 and is authorised by the Banca d'Italia.

The Investment Manager will be responsible for managing the assets and investments of the Funds in accordance with the investment objectives, policies and strategies described in the relevant Supplement, subject always to the supervision and direction of the Manager. The Investment Manager may delegate certain investment management or advisory functions to Investment Managers and/or advisers and details of such entities, where appointed, will be set out in the relevant Supplement for the Fund or provided to Shareholders on request and will be published in the periodic reports. The fees and expenses of any Sub-Investment Manager/adviser will be discharged by the Investment Manager out of the Investment Management Fee (as set out on the Supplement for the relevant Fund).

The Investment Manager and Sub-Investment Managers may to the extent permitted by applicable regulations make use of commission arrangements to enable it to obtain specialist services the benefits of which assist in the provision of investment services to the Funds and which are not available from traditional broking services. Such services may include access to research or pricing facilities. All transactions undertaken on a soft commission basis will be subject to the fundamental rule of best execution by the broker/counterparty and will also be disclosed in the subsequent relevant semi-annual reports and annual reports of the Company.

In its role as Distributor, Hedge Invest SGR P.A. will be responsible for the distribution and marketing of the Shares of the Company. The Distributor may also appoint sales agents and sub-agents provided that the Distributor shall remain liable for the acts and omissions of such sales agents and sub-agents. The fees and expenses of any sales agents and sub-agents will be discharged by the Distributor out of its fee.

The Manager may, with prior written agreement of the Distributor and in accordance with the requirements of the Central Bank, appoint such other distributors as the Manager may determine, from time to time and the fee of such third party distributor shall be payable out of the fee of the Distributor.

The Manager may provide certain additional reports (including in relation to certain performance measures, risk measures or portfolio information) and/or accounting materials to

any current or prospective Shareholders upon request, and, if deemed necessary by the Manager, upon the execution of a confidentiality agreement and/or non-disclosure agreement.

### **The Administrator, Registrar and Transfer Agent**

The Manager has appointed J.P. Morgan Administration Services (Ireland) Ltd. as administrator, registrar and transfer agent pursuant to the Administration Agreement. The Administrator will have the responsibility for administering the day to day operations and business of the Company including processing subscriptions, redemptions, calculating Net Asset Value, maintaining books and records, disbursing payments, establishing and maintaining accounts on behalf of the Company and any other matters usually performed for the administration of a Fund subject to the overall supervision of the Manager. The Administrator will keep the accounts of the Company in accordance with international accounting standards. The Administrator will also maintain the shareholders register of each Fund.

The Administrator is a private limited company incorporated in Ireland on 28 May 1990.

### **Depository**

The Company has appointed J.P. Morgan SE, Dublin Branch as depository of its assets pursuant to the Depositary Agreement.

The Depository is responsible for the safe-keeping of all the assets of the Company and for any loss suffered as a result of its negligent or intentional failure to properly fulfil its obligations. The key duties of the Depository are to perform on behalf of the Company the depositary duties referred to in Regulations and the Delegated Regulations essentially consisting of:

- (a) monitoring and verifying the Company's cash flows;
- (b) safekeeping of the assets of the Company, including inter alia verification of ownership;
- (c) ensuring that the issue, redemption, cancellation and valuation of Shares are carried out in accordance with the Constitution and applicable law, rules and regulations;
- (d) ensuring that in transactions involving assets of the Company any consideration is remitted to the Company within the usual time limits;
- (e) ensuring that the Company's income is applied in accordance with the Constitution, applicable law, rules and regulations; and
- (f) carrying out instructions from the Company and/or the Investment Manager unless they conflict with the Constitution or applicable law, rules and regulations.

J.P. Morgan SE is a European Company (Societas Europaea) organized under the laws of Germany, having its registered office at Taunustor 1 (TaunusTurm), 60310 Frankfurt am Main, Germany and is registered with the commercial register of the local court of Frankfurt. It is a credit institution subject to direct prudential supervision by the European Central Bank (ECB), the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin) and Deutsche Bundesbank, the German Central Bank. J.P. Morgan SE – Dublin Branch is authorized by the Central Bank to act as depository and is licensed to engage in all banking operations under the laws of Ireland. Its business activities include the provision of custody and banking services, corporate finance and agency treasury management services. The ultimate parent company of the Depository is JPMorgan Chase & Co. incorporated in Delaware, U.S.A.

Under the terms of the Depositary Agreement the Depositary has full power to delegate the whole or any part of its custodial functions, but the liability of the Depositary will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safe-keeping.

The Depositary may enter into arrangements with sub-custodians. The Depositary shall be reimbursed out of the assets of the Company for the fees and transaction charges (which shall be at normal commercial rates) and reasonable out-of-pocket expenses of any sub-custodian. The sub-custodians typically utilised by the Depositary are included at Schedule IV.

The Central Bank considers that in order for the Depositary to discharge its responsibility, the Depositary must exercise (1) all skill, care and diligence in selecting and appointing a third party as a sub-custodian so as to ensure that the sub-custodian has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned; (2) exercise all skill, care and diligence in review and monitoring of and supervision over the sub-custodian; (3) make appropriate enquiries from time to time to confirm that the obligations of the sub-custodian continue to be competently discharged; and (4) provide, on request, details of the criteria used to select sub-custodians and steps taken to monitor their activities.

The information in this section will be kept up to date and is available to Shareholders upon request.

The Depositary shall not have any investment decision-making role in relation to the Company. Decisions relating to the purchase and sale of assets for the Company and the selection of Sub-Investment Managers used in transactions are made by the Investment Manager.

### **Secretary**

The Company has appointed Carne Global Financial Services Limited as its secretary.

### **Paying Agents**

In order to register the Funds for sale in certain jurisdictions, paying agents and/or representative agents ("**Paying Agents**") may need to be appointed in those jurisdictions who may maintain accounts through which subscription and redemption monies may be paid. The Manager may therefore appoint Paying Agents for this purpose whose fees and expenses, which will be charged at normal commercial rates and will be discharged out of the assets of the relevant Fund. Details of any such Paying Agents will be set out in the local information document.

### **Conflicts of Interest**

The Manager, the Investment Manager, any Sub-Investment Manager, their affiliates, officers and shareholders (collectively the "**Parties**" and each a "**Party**") are or may be involved in other financial investment and professional activities which may on occasion cause conflicts of interest with the management of the Company. These include management of other funds, purchases and sales of securities, investment and management consulting, brokerage services and serving as directors, officers, advisers or agents of other funds or other companies, including companies in which the Company may invest. In particular it is envisaged that the Manager, the Investment Manager or any Sub-Investment Manager may be involved in advising other investment funds, which may have similar or overlapping investment objectives to or with the Funds. Each of the Parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they may have and that any conflicts which may arise will be resolved fairly. In the event that any of the assets of the Company would be invested in any such investment funds, the Party

involved in providing such management or other advisory services will waive the preliminary or initial charges, which it may otherwise be entitled to charge for its own account. In relation to such investment of the Company's assets, if any commission or fees are or would be received by such Party or Parties by virtue of an investment of the assets of the Company in such investment fund, such commission will be paid to the Company for its own account.

In addition, due to the widespread operations undertaken by the Manager, the Investment Manager, the relevant Sub-Investment Manager, the Administrator and the Depositary and their respective holding companies, subsidiaries and affiliates (each an "**Interested Party**") conflicts of interest may arise. An Interested Party may acquire or dispose of any Investment notwithstanding that the same or similar Investments may be owned by or for the account of or otherwise connected with the Company. Furthermore, an Interested Party may acquire, hold or dispose of Investments notwithstanding that such Investments had been acquired or disposed of by or on behalf of the Company by virtue of a transaction effected by the Company in which the Interested Party was concerned provided that the acquisition by an Interested Party of such Investments is negotiated on an arm's length basis and in the best interests of Shareholders. An Interested Party may deal with the Company as principal or as agent, provided that any such dealings are carried out as if negotiated on an arm's length basis, such that:

- (a) a certified valuation of the transaction by a person approved by the Depositary (or in the case of a transaction with the Depositary, the Manager) as independent and competent is obtained; or
- (b) the transaction is executed on best terms on an organised investment exchange in accordance with the rules of such exchange; or
- (c) where (a) and (b) are not practical, execution on terms which the Depositary (or, in the case of a transaction with the Depositary, the Manager) is satisfied conforms with the principle that such transactions be carried out as if effected on normal commercial terms, negotiated at arm's length and in the best interests of Shareholders.

In addition, the Investment Manager's fee is based on a percentage of the Net Asset Value of each Fund. The Investment Manager may provide valuation services to the Administrator (to assist in calculating the Net Asset Value of a Fund) in relation to Investments which are not listed or traded on a Regulated Market.

In the event that a conflict of interest does arise, the Directors together with the Interested Parties will endeavour, so far as they are reasonably able, to ensure that it is resolved fairly.

From time to time conflicts may arise between the Depositary and the delegates, for example where an appointed delegate is an affiliated group company which receives remuneration for another custodial service it provides to the Company. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws.

The Manager is satisfied that no actual or potential conflict of interest arises as a result of the Manager managing other funds. However, if any conflict of interest should arise, the Manager will endeavour to ensure that it is resolved fairly and in the best interests of Shareholders.

## **Meetings**

Shareholders in the Company will be entitled to attend and vote at general meetings of the Company. The annual general meeting of the Company will normally be held in Ireland within six months of the end of each financial year. Notices convening each annual general meeting

will be sent to Shareholders together with the annual accounts and reports not less than twenty-one clear days before the date fixed for the meeting.

### **Accounts and Information**

The Company's accounting period will end on 30 June in each year.

The Company will prepare an annual report and audited financial statements, which will be published within four months of the end of the financial period to which they relate. The Company will also prepare a semi-annual report and unaudited half-yearly financial statements made up to 31 December in each year which will be published within two months of the end of the half-year period to which they relate.

Copies of this Prospectus, the Supplements, the KIIDs and the annual and half-yearly reports of the Company may be obtained from the Administrator at the address given under "Directory".

## **VALUATION, SUBSCRIPTIONS AND REDEMPTIONS**

### **Calculation of Net Asset Value**

The Net Asset Value of each Fund will be expressed in its base currency. The calculation of the Net Asset Value of each Fund and of each class thereof will be carried out by the Administrator in accordance with the requirements of the Constitution, and details are set out under the heading “Statutory and General Information” below. Except when the determination of the Net Asset Value of any Fund has been suspended or postponed in the circumstances set out under the heading “Temporary Suspensions” below, the calculation of the Net Asset Value of each Fund, the Net Asset Value per Share (and, where there is more than one Share class in a Fund, the Net Asset Value attributable to each class and the Net Asset Value per Share per class) will be prepared as at each Valuation Point and will be available to Shareholders on request. The Net Asset Value per Share shall also be made public at the offices of the Administrator during normal business hours and will be published daily (and will be kept up to date) on Bloomberg or in some other manner as may be notified to Shareholders from time to time at the discretion of the Directors, in accordance with the requirements of the Central Bank.

The Net Asset Value attributable to any class of Shares within a Fund will be determined by deducting the share of liabilities of that class from its share of the assets of the Fund. The Net Asset Value of each Share of each class will be determined by dividing the Net Asset Value attributable to the class by the number of Shares of that class and rounding the result to two decimal places.

### **Subscription**

The Directors may issue Shares of any class of any Fund on such terms as they may from time to time determine. The terms and conditions applicable to the issue of Shares of any class together with subscription and settlement details and procedures will be set out in the relevant Supplement. Shares shall be issued at the initial offer price, or, the Subscription Price, plus any charges, as specified in the relevant Supplement. All Shares will be registered in inscribed form and evidenced by entry on the Company’s register of shareholders. Share certificates will not be issued. Each Shareholder will be sent a written trade confirmation confirming ownership of the relevant Shares.

Under the Constitution, the Directors are given authority to effect the issue of Shares and have absolute discretion to accept or reject in whole or in part any application for Shares without assigning any reason therefor. The Directors have the power to impose such restrictions as they think necessary to ensure that no Shares are acquired by any person which might result in the legal and beneficial ownership of Shares by persons who are not Qualified Holders or expose the Company to adverse tax or regulatory consequences.

If an application is rejected, any monies received will be returned to the applicant (minus any handling charge incurred) as soon as possible by telegraphic transfer (but without interest, costs or compensation).

No Shares of any class will be issued or allotted during a period when the determination of Net Asset Value of that class is suspended.

Further details with respect to subscriptions will be set forth in the relevant Supplement.

#### **Subscription Price**

The Subscription Price per Share shall be ascertained by:

- (a) determining the Net Asset Value of the relevant Fund calculated as of the Valuation Point on the Valuation Day on which the subscription is to be effective;
- (b) dividing that amount by the number of Shares of the Fund in issue at the relevant Valuation Point;
- (c) adding thereto such sum as the Directors may consider represents an appropriate figure for Duties and Charges (if any); and
- (d) adjusting by such amount as may be necessary to round the resulting amount to two decimal places, or such other amount as the Directors may determine.

The Company reserves the right to reverse any allotment of Shares in the event of a failure by the Shareholder to settle the subscription monies by the settlement date. In such circumstances, the Company shall compulsorily redeem any Shares issued and the Shareholder shall be liable for any loss suffered by the Company in the event that the redemption proceeds are less than the amount originally subscribed for. For the avoidance of doubt, the relevant Shareholder shall not be entitled to any profit arising from such a redemption of Shares in the event that the redemption proceeds are worth more than the amount originally subscribed for.

The Company has segregated liability between its Funds and accordingly in the event of the insolvency of a Fund, only Shareholders of that Fund will be affected.

### **Redemption**

Shareholders may redeem their shares on any Dealing Day in accordance with the procedures and the price set out in the relevant Supplement.

The Directors may also compulsorily redeem Shares according to the provisions of this Prospectus and the Constitution.

If a redemption request is received after the deadline for receipt of requests for redemption for any particular Dealing Day, it shall be treated as a request for redemption and Shares will be redeemed at the Redemption Price as at the Valuation Point relevant to the next following Dealing Day.

If total requests for redemption on any Dealing Day exceed 10% of the Net Asset Value of any Fund, each redemption request in respect of Shares in the Fund may, if in their sole discretion the Directors acting in good faith believe it shall be necessary or desirable in order not to prejudice the interests of the Shareholders not requesting redemption or on grounds of liquidity or other like reason, be reduced "pro rata" so that the total number of Shares for the Fund for redemption on that Dealing Day shall not exceed 10% of the Net Asset Value of the relevant Fund. Any part of a redemption request to which effect is not given by reason of the exercise of this power by the Directors shall be treated as if the original requests had been made in respect of the next Dealing Day and each succeeding Dealing Day (in relation to which the Directors shall have the same power) until the original requests have been satisfied in full. Redemption requests carried forward to any subsequent Dealing Day(s) shall be treated on an equal basis with redemption requests submitted for such subsequent Dealing Day(s) until all Shares to which the original request related have been redeemed. If redemption requests are so carried forward, the Directors shall ensure that the Shareholders affected thereby are promptly informed.

#### **Redemption Price:**

The Redemption Price per Share shall be ascertained by:

- (a) determining the Net Asset Value of the relevant Fund calculated as of the Valuation Point on the Valuation Day on which the redemption is to be effective;
- (b) dividing that amount by the number of Shares of the Fund in issue at the relevant Valuation Point;
- (c) deducting such sum as the Directors may consider represents an appropriate figure for Duties and Charges (if any); and
- (d) adjusting by such amount as may be necessary to round the resulting amount to two decimal places or such other amount as the Directors may determine.

In circumstances where there is outstanding documentation on behalf of a Shareholder, the Administrator will process any redemption request received. However, as the investor upon redemption is no longer the holder of the Shares in the Fund the proceeds of that redemption shall remain as asset of the relevant Fund and the investor will rank as a general creditor of the Fund until such time as the Administrator is satisfied that its anti-money laundering procedures have been fully complied with, following which redemption proceeds will be release. To avoid delays in the payment of redemption proceeds, issues in relation to outstanding documentation should be addressed promptly by investors.

### **Subscriptions/Redemptions in Specie**

#### **Subscription in Specie**

The Directors may issue Shares of any Fund by way of exchange for Investments provided that:

- (a) in the case of a person who is not an existing Shareholder no Shares shall be issued until the person concerned shall have completed and delivered to the Administrator an application form as required under this Prospectus (or otherwise) and/or otherwise satisfied all the requirements of the Directors and the Administrator as to such person's application;
- (b) the nature of the investments transferred into the Fund are such as would qualify as Investments of such Fund in accordance with the investment objectives, policies and restrictions of such Fund;
- (c) no Shares shall be issued until the Investments shall have been vested in the Depositary or any sub-custodian to the Depositary's satisfaction and the Depositary shall be satisfied that the terms of such settlement will not be such as are likely to result in any prejudice to the existing Shareholders of the Fund; and
- (d) any exchange shall be effected upon the terms (including provision for paying any expenses of exchange and any preliminary charge as would have been payable for Shares issued for cash) that the number of Shares issued shall not exceed the number which would have been issued for cash against payment of a sum equal to the value of the Investments concerned calculated in accordance with the procedures for the valuation of the assets of the Company. Such sum may be increased by such amount as the Directors may consider represents an appropriate provision for Duties and

Charges which would have been incurred by the Fund in the acquisition of the Investments by purchase for cash or decreased by such amount as the Directors may consider represents any Duties or Charges to be paid to the Fund as a result of the direct acquisition by the Fund of the Investments.

### Redemption in Specie

- (a) The Directors or the Manager may, provided that they is satisfied that the terms of any exchange would not be such as would be likely to result in any prejudice to the remaining Shareholders and with the agreement of a Shareholder seeking the realisation of Shares in any Fund, elect that instead of the Shares being redeemed in cash, the redemption shall be satisfied in specie by the transfer to the Shareholder of Investments provided that the value thereof shall not exceed the amount which otherwise would have been payable on a cash redemption. The shortfall (if any) between the value of the Investments transferred on a redemption in specie and the redemption proceeds which would have been payable on a cash redemption shall be satisfied in cash.
- (b) If the discretion conferred upon the Directors or the Manager by paragraph (a) is exercised, the Directors or the Manager shall notify the Depositary and shall supply to the Depositary particulars of the Investments to be transferred and the amount of cash to be paid to the Shareholder. The allocation of Investments in satisfaction of an in specie redemption request shall be subject to the approval of the Depositary. All stamp duties, transfer and registration fees in respect of such transfers shall be payable by the Shareholder.
- (c) If a redeeming Shareholder requests redemption of a number of Shares that represent 5% or more of the Net Asset Value of a Fund the Directors or the Manager may in their discretion redeem the Shares by way of exchange for Investments and in such circumstances the Directors or the Manager will, if requested by the redeeming Shareholder, sell the Investments on behalf of the Shareholder. The cost of such sale may be charged to the Shareholder.

### **Currency of Payment and Foreign Exchange Transactions**

Where payments in respect of the purchase or redemption of Shares or dividend payments are tendered or requested in a currency other than the currency of denomination of the relevant Fund or Share class of the Fund, any necessary foreign exchange transactions will be arranged by the Investment Manager for the account of and at the risk and expense of the investors, in the case of subscriptions, at the time cleared funds are received, in the case of redemptions, at the time the request for redemption is received and accepted, and in the case of dividends, at the time of payment. The exchange rate applicable to any such transactions will be the prevailing exchange rate quoted by the Company's bankers or by the Manager or the Investment Manager. The value of the Shares denominated in a currency other than the base currency of the relevant Fund will be subject to exchange rate risk.

### **Compulsory Redemption**

All the Shares of the Company or the Shares of any Fund or class of Shares may be compulsorily redeemed:

- (a) at the discretion of the Directors, by giving not less than 30 days' notice in writing to the relevant Shareholders; or

- (b) if the Shareholders of the Company, relevant Fund or class of Shares so approve by way of special resolution.

### Switching Between Funds

Shareholders of a class within a Fund may switch to classes within such Fund or other Funds, at the Directors' discretion.

The holders of Shares of each class of each of the Funds in existence as at the date of this Prospectus may switch to a corresponding class of Share (if any) in any of the other Funds. On the establishment of any new Fund (or class thereof) the Directors shall specify the switching rights relating to such Fund (or class thereof), where such rights are different to those set out in this section.

Switching may be effected by application to the Administrator on such switching form as may be prescribed by the Directors.

If a switch from a class or Fund (the “**Original Class**” or “**Original Fund**” as the context requires) to another class or Fund (the “**New Class**” or “**New Fund**” as the context requires) would result in a Shareholder holding a number of Shares in the Original Class or Original Fund with a value of less than the minimum holding as set out in the Supplement for the relevant class or Fund, the Company (or the Manager or the Administrator on its behalf) may, at its discretion, switch the whole of the applicant's holding of Shares in the class or Fund or refuse to effect any switch. The Shareholder must also meet the minimum redemption requirements set out in the Supplement for the Original Class or Original Fund and the minimum subscription requirements set out in the Supplement for the relevant Fund or New Fund. No conversions will be made during any period in which the rights of Shareholders to require the redemption of their Shares are suspended. The general provisions on procedures for redemptions will apply equally to conversion.

The number of Shares in any New Class or New Fund to be issued will be calculated in accordance with the following formula:

$$A = \frac{B \times (C \times D \times F)}{E}$$

Where:

A = the number of Shares of the New Class or New Fund to be allotted;

B = the number of Shares of the Original Class or Original Fund to be switched;

C = the Redemption Price per Share of the Original Class or Original Fund in respect of the Valuation Point on the relevant Dealing Day;

D = if relevant, the currency conversion factor determined by the Administrator as representing the effective rate of exchange of settlement on the relevant Dealing Day applicable to the transfer of assets between the relevant Funds where the base currencies of the relevant Funds are different. Where the base currencies of the relevant Funds are the same, D=1;

E = the Subscription Price per Share of the New Class or New Fund in respect of the Valuation Point on the relevant Dealing Day plus the current switching fee (of up to 1% of the Redemption Price of the Shares in the Original Class or Original Fund); and

F = if relevant, the switching factor to be applied to switching between Funds with different settlement dates. This factor will be determined by the Administrator as being derived from the borrowing rate of interest (which may be retail or business depending on the volume of switching) where the settlement date for Shares in the New Fund is earlier than the settlement date for Shares in the Original Fund. In such circumstances, this factor shall operate to compensate the New Fund for late settlement. In all other cases, including where the settlement dates of the relevant Funds are the same, F=1.

The length of time for completion of a switch will vary depending on the Funds or classes involved and the time when the switch is initiated. In general, the length of time for completion of a switch will depend upon the time required to obtain payment of redemption proceeds from the Fund whose Shares are being acquired. As the switching of Shares requires the consent of the Directors, once a request is made the need for such consent may result in Shares being converted on a Dealing Day subsequent to the Dealing Day on which the Shareholder initially wished to have the Shares switched.

### **Data Protection**

In the course of its business, the Company (and/or any of its delegates) collects, records, stores, adapts, transfers and otherwise processes information by which prospective investors may be directly or indirectly identified ("**Personal Data**"). The Company (and/or any of its delegates) is a "data controller", within the meaning of Data Protection Legislation, and undertakes to hold any personal information provided by investors in confidence and in accordance with Data Protection Legislation.

The Company (and/or any of its delegates) may process an investor's data for any one or more of the following purposes and legal bases:

- operating the Funds, including managing and administering an investor's holding in the relevant Fund and any related accounts on an on-going basis (*i.e.*, for the performance of the Company's contract with the investor);
- to comply with any applicable legal, tax or regulatory obligations, including legal obligations under company law, anti-money laundering legislation and financial services regulations;
- for any other legitimate business interests of the Company or a third party to whom the data is disclosed, where such interests are not overridden by the interests of a data subject, including for statistical analysis and market research purposes; or
- for any other specific purposes where investors have given their specific consent. Where processing of personal data is based on consent, the investors will have the right to withdraw it at any time.

The Company (and/or any of its delegates) may disclose or transfer personal data, whether in Ireland or elsewhere (including companies situated in countries outside of the EEA), to third parties, including financial advisers, regulatory bodies, taxation authorities, auditors, technology providers or the Company's delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above.

The Company will not keep personal data for longer than is necessary for the purpose(s) for which it was collected. In determining appropriate retention periods, the Company shall have regard to the Statute of Limitations Act 1957, as amended, and any statutory obligations to retain information, including anti-money laundering, revenue and tax legislation. The

Company will take all reasonable steps to destroy or erase the data from its systems when they are no longer required.

Where specific processing is based on an investor's consent, that investor has the right to withdraw it at any time. Investors have the right to request access to their personal data kept by the Company; and the right to rectification or erasure of their data; to restrict or object to processing of their data, and to data portability.

The Company (and/or any of its delegates) will not transfer personal data to a country outside of the EEA unless that country ensures an adequate level of data protection or appropriate safeguards are in place. The European Commission has prepared a list of countries that are deemed to provide an adequate level of data protection which, to date, includes Switzerland, Guernsey, Argentina, the Isle of Man, Faroe Islands, Jersey, Andorra, Israel, New Zealand and Uruguay. Further countries may be added to this list by the European Commission at any time. The US is also deemed to provide an adequate level of protection where the US recipient of the data is Privacy Shield-certified. If a third country does not provide an adequate level of data protection, then the Company (and/or any of its delegates) will rely on the "Model Clauses" (which are standardised contractual clauses, approved by the European Commission) or Binding Corporate Rules or one of the other alternative measures provided for in Data Protection Legislation.

Where processing is carried out on behalf of the Company, the Company shall engage a "data processor", within the meaning of Data Protection Legislation, who provides sufficient guarantees to implement appropriate technical and organisational security measures in such a manner that processing meets the requirements of Data Protection Legislation, and ensures the protection of the rights of investors. The Company will enter into a written contract with the data processor which will set out the data processor's specific mandatory obligations laid down in Data Protection Legislation, including to only process personal data on documented instructions from the Company.

As part of the Company's business and ongoing monitoring, the Company may from time to time carry out automated decision-making in relation to investors, including profiling of investors, and this may result in an investor being identified to the Irish Revenue Commissioners and law enforcement authorities, and the Company terminating its relationship with the investor.

Investors are required to provide their personal data for statutory and contractual purposes. Failure to provide the required data will result in the Company being unable to permit the investor's investment in the Funds and this may result in the Company terminating its relationship with the investor. Investors have a right to lodge a complaint with the Data Protection Commission if they are unhappy with how the Company is handling their data.

### **Anti-Money Laundering**

The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice Act 2013 and the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2018 (the "**AML Acts**") imposes obligations on the Company, the Manager and the Administrator to implement risk based and adequate measures to prevent and detect money laundering and terrorist financing which includes measures to verify the identity and address of all Shareholders.

Measures aimed at the prevention of money laundering may require an applicant for Shares to verify their identity to the Company, the Manager or Administrator (as delegate of the Manager). Amendments to a Shareholders registration details and payment instructions will only be effected upon receipt of relevant documentation. In accordance with the requirements

of the AML Acts, for new application for Shares by a prospective investor, upfront anti-money laundering verification and identification measures must be carried out by the Administrator against the relevant prospective investor before any new subscription/investment for Shares can take place.

By way of example an individual may be required to produce a copy of a passport or other photographic identity document and a copy of a non-photographic identity document such as a utility bill or bank statement. In the case of corporate applicants this may require production of a copy of the Certificate of Incorporation (and any change of name) and of the memorandum and articles of association (or equivalent), and of the names and residential and business addresses of some or all directors and beneficial owners. The Company, the Manager or Administrator (as delegate of the Manager) may request further documentation to be provided upon written request.

The details given above are by way of example only and the Company, the Manager or the Administrator (as delegate of the Manager) will request such information and documentation as it considers is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Company, the Manager or the Administrator (as delegate of the Manager) may refuse to accept the application and the subscription monies relating thereto or may refuse to settle a redemption request until proper information has been provided. Investors should note specifically that redemption proceeds will not be paid to a third party account (other than in exceptional circumstances approved by the Company).

Each applicant for Shares acknowledges that the Company, the Manager and the Administrator shall be held harmless against any loss arising as a result of a failure to process an application for Shares, or a delay settling redemption proceeds, if such information and documentation as has been requested by the Company, the Manager or Administrator (as delegate of the Manager) has not been provided by the applicant.

Each applicant for Shares will be required to make such representations as may be required by the Directors, the Manager or the Administrator in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not resident in a prohibited country or territory and is not an individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") website and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene United States federal or state, or international, laws and regulations, including anti-money laundering laws and regulations.

#### Right to Terminate Relationship Anti-Money Laundering purposes

From time to time, and in accordance with the requirements of the AML Acts, the Administrator may request updated documents from an existing Shareholder for verification purposes. In the event of failure by the relevant Shareholder to provide documentation required to complete verification, within a reasonable period of the request from the Administrator, the Administrator (on behalf of the Manager acting in respect of the Company) and the Directors may each terminate the relationship with such Shareholder and redeem the Shareholder's Shares. Where such failure to provide the requisite documentation is associated with a suspicion of money-laundering, the Administrator (on behalf of the Manager acting in respect of the Company) and the Directors will not be able to return said monies to the relevant former Shareholder until such time as the money laundering concerns are addressed.

## **Transfer of Shares**

Shares are (save as hereinafter specified and subject to such other conditions as may be set out in the relevant Supplement) freely transferable and may be transferred in writing in a form approved by the Directors. Prior to the registration of any transfer, transferees must complete an application form and provide such other information (e.g. as to identity) as the Company or its delegates may reasonably require. The Directors may decline to register any transfer of a Share:

- (a) where they are aware or believe that such transfer would result in the legal or beneficial ownership of such Share by a person who is not a Qualified Holder or expose the Company to adverse tax, legal or regulatory consequences; or
- (b) to a person who is not already a Shareholder if, as a result of such transfer, the proposed transferee would not be the holder of a minimum holding as set out in the Supplement for the relevant Fund.

## **Temporary Suspensions**

The Company may temporarily suspend the determination of the Net Asset Value of any Fund and the issue and redemption of Shares of any class of any Fund:

- (a) during the whole or any part of any period when any of the principal markets on which any significant portion of the Investments of the relevant Fund from time to time are quoted, listed, traded or dealt in is closed (otherwise than for customary weekend or ordinary holidays) or during which dealings therein are restricted or suspended or trading on any relevant futures exchange or market is restricted or suspended;
- (b) during the whole or any part of any period when, as a result of political, economic, military or monetary events or any other circumstances outside the control, responsibility and power of the Directors, any disposal or valuation of Investments of the relevant Fund is not, in the opinion of the Directors, reasonably practicable without this being prejudicial to, or detrimental to the interests of, owners of Shares in general or the owners of Shares of the relevant Fund or if, in the opinion of the Directors, the Net Asset Value cannot fairly be calculated;
- (c) during the whole or any part of any period during which any breakdown occurs in the means of communication normally employed in determining the value of any of the Investments of the Company or when for any other reason the value of any of the Investments or other assets of the relevant Fund cannot reasonably or fairly be ascertained;
- (d) during the whole or any part of any period when the Company is unable to repatriate funds required for the purpose of making redemption payments or when such payments cannot, in the opinion of the Directors, be effected at normal prices or normal rates of exchange or during which there are difficulties or it is envisaged that there will be difficulties, in the transfer of monies or assets required for subscriptions, redemptions or trading;
- (e) upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving to wind up the Company; or
- (f) during any period when the Directors believe it is in the best interests of the Shareholders to suspend dealings in the relevant Fund or Share class.

The Company, where possible, will take all necessary steps to bring any period of suspension to an end as soon as possible.

In the event of any suspension as set out above, the Company will immediately (and in any event during the Business Day on which the suspension occurred) notify the Central Bank and any other competent authority in a Member State or other country in which Shares are marketed and published in such publication(s) as the Directors may determine.

## **FEES AND EXPENSES**

### **General**

Each Fund shall bear its attributable proportion of the organisational expenses of the Company.

All fees and expenses relating to the establishment of a Fund will be borne by the relevant Fund. To the extent that such fees and expenses are borne by a relevant Fund, and they will be amortised over the first 60 months of the lifetime of the respective Fund or such other period as the Directors may determine and will be charged as between the various classes thereof established by the Company within the amortisation period and in such manner as the Directors and the Manager (with the consent of the Depositary) deem fair and equitable and provided that each Fund thereof will bear its own direct establishment costs. If the effect of this accounting treatment becomes material in the future and there is a requirement to write off the unamortised balance of establishment and organisational costs, the Directors will reconsider this policy. On an ongoing basis, the Manager or the Investment Manager may, at its total discretion, offer to reimburse the Fund for some of these establishment expenses. Any such offer will be subject to the acceptance of the same by the Directors and will be documented on an individual basis. For avoidance of doubt, there is no obligation on the Manager or the Investment Manager to make such an offer.

Details of other fees and expenses relating to the Company and Shareholders are set out in the relevant Supplement, for each Fund.

Value added tax (if any) on fees payable by the Company will be borne by the Company.

### **Manager's Fee**

The fees and expenses of the Manager shall be specified in the Supplement for the relevant Fund.

### **Investment Manager's Fee**

The fees which may be charged by the Investment Manager to each class of each Fund are set out in the relevant Supplement.

### **Sub-Investment Manager's Fee**

The fees (if any) which may be charged by the Sub-Investment Manager to each class of each Fund are set out in the relevant Supplement.

### **Sales Fee**

The Directors may, at their discretion, impose a Sales Fee not exceeding 5% of the Net Asset Value of the Shares. The Directors or the Manager may, at their discretion, reduce or waive such Sales Fee or differentiate between applicants as to the amount of such Sales Fee. A Sales Fee may be imposed with respect to a particular Fund or Class as set forth in the

Supplement for the relevant Fund, which may be below the maximum fee of 5% of the subscription proceeds of Shares. In the event of a Sales Fee being charged, Shareholders should view their investment as medium to long-term.

### **Redemption Fee**

A Redemption Fee not exceeding 3% of the redemption proceeds of Shares being redeemed may be imposed on the redemption of Shares which shall be retained by the relevant Fund. The Directors or the Manager may, at their discretion, reduce or waive such Redemption Fee or differentiate between applicants as to the amount of such Redemption Fee. A Redemption Fee may be imposed with respect to a particular Fund or Class as set forth in the Supplement for the relevant Fund, which may be below the maximum fee of 3% of the redemption proceeds of Shares. In the event of a Redemption Fee being charged, Shareholders should view their investment as medium to long-term.

## **Depository's Fee**

The fees of the Depository are set out in the relevant Supplement. The Depository shall also be reimbursed out of the assets of the Company for the fees and transaction charges (which shall be at normal commercial rates) and the reasonable, vouched out-of-pocket expenses of any sub-custodian.

## **Administrator's Fee**

The fees of the Administrator are set out in the relevant Supplement.

## **Directors' Fees**

The Directors shall be entitled to a fee and remuneration for their services at a rate to be determined from time to time by the Directors provided that the total amount paid to the Directors in any one financial year may not exceed €175,000, without the approval of the Board. The Directors may also be paid, inter alia, for travelling, hotel and other expenses properly incurred by them in attending meetings of the Directors or in connection with the business of the Company.

## **Operational Expenses**

The Company will also pay out of the assets of each Fund:

- (a) any fees in respect of circulating details of the Net Asset Value (including publishing prices), Net Asset Value per Share and Net Asset Value per Share per class;
- (b) stamp duties;
- (c) the Central Bank's industry funding levy;
- (d) taxes;
- (e) company secretarial fees;
- (f) rating fees (if any);
- (g) brokerage or other expenses of acquiring and disposing of Investments;
- (h) all expenses incurred in relation to the registration of any Investments into and transfer of any Investments out of the name of the Company, a Fund or the Depository, or any sub-custodian or their nominees or the holding of any Investment or the custody of Investments and/or any documents or title thereto (including bank charges, insurance of documents of title against loss in shipment, transit or otherwise) and charges made by the registrar or agents of the Depository or any sub-custodian for acceptance of documents for safe custody, retention and/or delivery;
- (i) all expenses incurred in the collection of income and administration of the Company;
- (j) all costs and expenses of Shareholders' meetings and preparing resolutions of Shareholders;
- (k) fees and expenses of the auditors, tax, legal and other professional advisers of the Company;

- (l) fees and expenses of any portfolio monitoring and/or proxy voting agents;
- (m) fees connected with listing of Shares on any stock exchange;
- (n) fees and expenses in connection with any marketing material, services, advertisements of the Company and the Shares issued or to be issued, the distribution of Shares and costs of registration and agency fees (which shall be at normal commercial rates) of the Company in jurisdictions outside Ireland;
- (o) all fees of any sub-distributors, applying agents or local representatives (which shall be at normal commercial rates) required to facilitate the authorisation or registration of the Company and/or any Fund and the marketing of Shares in any jurisdiction;
- (p) costs of preparing, printing and distributing the Prospectus, any Supplements, KIIDs, reports, accounts and any explanatory memoranda;
- (q) any necessary translation fees;
- (r) any costs incurred as a result of periodic updates of the Prospectus of the Company, and of any Supplement or KIID, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law);
- (s) in respect of each financial year of the Company in which expenses are being determined, such proportion (if any) of any establishment expenses as are being amortised in that year;
- (t) all fees and costs relating to a scheme of reconstruction and amalgamation (to the extent it has not been agreed that such expenses should be borne by other parties);
- (u) any interest on any borrowings of the Company;
- (v) fees connected with the winding-up of the Company, any Fund or termination of any class of Shares;
- (w) all fees and expenses of the Directors and any Directors' insurance premia;
- (x) any other fees and expenses relating to the management and administration of the Company or attributable to the Company's Investments; and
- (y) all costs and expenses incurred by the Company and any of their appointees which are permitted by the Constitution (including all set up expenses).

The above expenses shall be charged as between each Fund and class thereof on such terms and in such manner as the Directors (with the consent of the Depositary) deem fair and equitable.

All fees and expenses, Duties and Charges will be charged to each Fund (and class or classes thereof, if appropriate) in respect of which they were incurred or, where an expense is not considered by the Directors to be attributable to any one Fund, the expenses will normally be allocated to all Funds pro rata to the Net Asset Value of the Funds. Expenses of the Company which are directly attributable to a specific class or classes of Shares are charged against the income available for distribution to the holders of such Shares. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees and expenses on an estimated figure for yearly or other periods in advance and accrue

the same in equal proportions over any period. On an ongoing basis, the Manager or the Investment Manager may, at its total discretion, offer to reimburse the Fund for some of these operating expenses. Any such offer will be subject to the acceptance of the same by the Directors and will be documented on an individual basis. For avoidance of doubt, there is no obligation on the Manager or the Investment Manager to make such an offer.

### **ALLOCATION OF ASSETS AND LIABILITIES**

The Constitution contains the following provisions regarding the operation of a Fund:

- (a) the records and accounts of each Fund shall be maintained separately in the base currency of the relevant Fund;
- (b) the liabilities of each Fund shall be attributable exclusively to that Fund;
- (c) the assets of each Fund shall belong exclusively to that Fund, shall be segregated in the records of the Depositary from the assets of other Funds, and shall not (save as provided in the Act) be used to discharge directly or indirectly the liabilities of or claims against any Fund and shall not be available for any such purpose;
- (d) the proceeds from the issue of each class of Share shall be applied to the relevant Fund established for that class of Share, and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Constitution;
- (e) where any asset is derived from another asset, the derived asset shall be applied to the same Fund as the assets from which it is derived, and on each revaluation of an asset the increase or diminution in value shall be applied to the relevant Fund; and
- (f) in the case where an asset or a liability of the Company cannot be considered as being attributable to a particular Fund, the Directors shall have the discretion, subject to the approval of the Auditors, to determine the basis upon which such asset or liability shall be allocated between the Funds and the Directors shall have the power at any time and from time to time, subject to the approval of the Auditors, to vary such basis, provided that the approval of the Auditors shall not be required in any case where the asset or liability is allocated between the Funds pro rata to their Net Asset Value.

## TAXATION

### General

***The information given is not exhaustive and does not constitute legal or tax advice. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, switching or disposing of Shares under the laws of the jurisdictions in which they may have citizenship, residence, domicile or otherwise be subject to tax.***

The following is a brief summary of certain aspects of Irish tax law and practice relevant to the transactions contemplated in this Prospectus. It is based on the law and practice and official interpretation in effect at the date of this Prospectus, all of which are subject to change.

Dividends, interest and capital gains (if any) the Company receives with respect to its Investments (other than securities of Irish issuers) may be subject to taxes, including withholding taxes, in the countries in which the issuers of Investments are located. It is anticipated that the Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in a repayment to the Company, the Net Asset Value will not be re-stated and the benefit will be allocated to the existing Shareholders rateably at the time of the repayment.

### Irish Taxation

The Directors have been advised that on the basis that the Company is resident in Ireland for taxation purposes, the taxation position of the Company and the Shareholders is as set out below.

#### Definitions

For the purposes of this section, the following definitions shall apply.

#### **“Exempted Irish Investor”**

means:

- an Intermediary acting on behalf of any of the below;
- a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;
- a company carrying on life business within the meaning of Section 706 of the Taxes Act;
- an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;
- an investment limited partnership within the meaning of Section 739J of the Taxes Act;
- a special investment scheme within the meaning of Section 737 of the Taxes Act;
- a unit trust to which Section 731(5)(a) of the Taxes Act applies;
- a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;

- a qualifying management company (within the meaning of Section 734(1) of the Taxes Act);
- a person who is entitled to exemption from income tax and capital gains tax under Section 784A(2) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Shares are assets of a PRSA;
- an Irish Resident company investing in a money market fund being a person referred to in Section 739D(6)(k)(l) of the Taxes Act;
- a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
- the National Asset Management Agency;
- the National Treasury Management Agency or a Fund investment vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014);
- the Motor Insurers' Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurers Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018);
- an Irish Resident company within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act; or
- any other Irish Resident or Irish Ordinary Resident who may be permitted to own Shares under taxation legislation or by written practice or concession of the Revenue Commissioners without giving rise to a charge to tax in the Company or jeopardising tax exemptions associated with the Company;

provided that a Relevant Declaration is in place.

### **“Foreign Person”**

means a person (or an Intermediary acting for such a person) who is neither an Irish Resident nor an Irish Ordinary Resident for tax purposes who has provided the Company with the Relevant Declaration under Schedule 2B of the Taxes Act and in respect of whom the Company is not in possession of any information that would reasonably suggest that the Relevant Declaration is incorrect or has at any time been incorrect or the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide a Relevant Declaration is deemed to have been complied with in respect of that Shareholder and the written notice of approval has not been withdrawn (the “Equivalent Measures Regime”).

### **“Intermediary”**

means a person who:

- carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or

- holds shares in an investment undertaking on behalf of other persons.

### **“Ireland”**

means the Republic of Ireland (the State).

### **“Irish Ordinary Resident”**

- in the case of an individual, means an individual who is ordinarily resident in Ireland for tax purposes.
- in the case of a trust, means a trust that is ordinarily resident in Ireland for tax purposes.

The term “ordinary residence” as distinct from “residence”, relates to a person’s normal pattern of life and denotes residence in a place with some degree of continuity. Ordinary residence, for an individual, is defined as:

- An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.
- An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident.

### **“Irish Resident”**

- in the case of an individual, means an individual who is resident in Ireland for tax purposes.
- in the case of a trust, means a trust that is resident in Ireland for tax purposes.
- in the case of a company, means a company that is resident in Ireland for tax purposes.

### Residence – Individual

An individual will be regarded as being resident in Ireland for a tax year if s/he:

- spends 183 days or more in Ireland in that tax year; or
- has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that twelve month tax year together with the number of days spent in Ireland in the preceding twelve month tax year. Presence in a twelve month tax year by an individual of not more than 30 days in Ireland will not be reckoned for the purpose of applying the two year test. Presence in Ireland for a day means the personal presence of an individual at any time during that day.

### Residence – Company

Irish tax legislation provides that a company incorporated in Ireland will be regarded for all tax purposes as being tax resident in Ireland. A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions that are contained in Section 23A of the Taxes Act.

### Residence – Trust

A trust will be regarded as resident in Ireland for tax purposes if a majority of its trustees are resident for tax purposes in Ireland

### **“Relevant Declaration”**

means the declaration relevant to the Shareholder as set out in Schedule 2B of the Taxes Act. The Relevant Declaration for investors who are neither Irish Resident nor Irish Ordinary Resident (or Intermediaries acting for such investors) is set out in the application form accompanying this Prospectus.

### **“Taxable Irish Person”**

means any person, other than

- a Foreign Person; or
- an Exempted Irish Investor.

### **“Taxes Act”**

means the Taxes Consolidation Act 1997 (of Ireland) as amended.

### **The Company**

The Company will be regarded as resident in Ireland for tax purposes if its central management and control is exercised in Ireland and the Company is not regarded as resident elsewhere. It is the intention of the Directors that the business of the Company will be conducted in such a manner as to ensure that it is Irish Resident for tax purposes.

The Directors have been advised that the Company qualifies as an investment undertaking as defined in Section 739B of the Taxes Act. On that basis, the Company is not chargeable to Irish tax on its income and gains.

However, a tax can arise on the happening of a “chargeable event” in the Company. A chargeable event includes any distribution payments to Shareholders or any encashment, redemption, cancellation or transfer of Shares or appropriation or cancellation of Shares of a Shareholder by the Company for the purposes of meeting the amount of appropriate tax payable on a gain arising on a transfer of an entitlement to a Share. It also includes a deemed disposal at the end of an eight year period following the acquisition of the Shares (and each subsequent period of eight years beginning immediately after the preceding eight year period).

No tax will arise on the Company in respect of chargeable events in respect of a Shareholder who is either a Foreign Person or an Exempt Irish Investor at the time of the chargeable event provided that the necessary signed Relevant Declaration is in place and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct or the Equivalent Measures Regime is in place. In the absence of a signed and completed Relevant Declaration or the Equivalent

Measures Regime there is a presumption that the Shareholder is a Taxable Irish Person. A chargeable event does not include:

- an exchange by a Shareholder, effected by way of any arm's length bargain within the Company of Shares in the Company for other Shares in the Company;
- any transactions (which might otherwise be a chargeable event) in relation to Shares held in a recognised clearing system as designated for the purposes of Chapter 1A in Part 27 of the Taxes Act by the Revenue Commissioners (a "Recognised Clearing System");
- a transfer by a Shareholder of the entitlement to a Share where the transfer is between spouses and former spouses or between civil partners and former civil partners, subject to certain conditions;
- an exchange of Shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Company with another investment undertaking.
- any transaction in relation to, or in respect of, relevant Shares in an investment undertaking which transaction only arises by virtue of a change of court funds manager for that undertaking.

If the Company becomes liable to account for tax if a chargeable event occurs, the Company shall be entitled to deduct from the payment arising on a chargeable event an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Shares held by the Shareholder or such beneficial owner as are required to meet the amount of tax. The relevant Shareholder shall indemnify and keep the Company indemnified against loss arising to the Company by reason of the Company becoming liable to account for tax on the happening of a chargeable event if no such deduction, appropriation or cancellation has been made.

Where a chargeable event occurs under the eight year deemed disposal rules for Taxable Irish Persons, in certain circumstance, the Company has the option of electing to value the Shares at bi-annual dates (meaning 30 June or 31 December) rather than at the date of the deemed eight year disposal itself. Therefore, the Company will make an irrevocable election to allow the Shares in the calculation of the gain on a deemed disposal for Taxable Irish Persons to be valued at the later of the previous 30 June or 31 December prior to the date of the deemed disposal rather than at the date of the deemed disposal itself.

Where less than 10% of the Net Asset Value of Shares in the Company is held by Taxable Irish Persons, the Company will elect not to apply a withholding tax to a deemed disposal of Shares in the Company and will advise the Revenue Commissioners of this election. The Company is deemed to have made this election once it notifies Shareholders in writing that it will make the required report. Shareholders who are Taxable Irish Persons will therefore be required to return any gain and account for appropriate tax on the deemed disposal directly to the Revenue Commissioners on a self-assessment basis. Such Shareholders should contact the Administrator to ascertain whether the Company has made such an election in order to establish their responsibility to account to the Revenue Commissioners for any relevant tax.

Where less than 15% of the Net Asset Value of the Shares in the Company is held by Taxable Irish Persons, the Company will elect not to repay Shareholders any overpaid tax and as such Shareholders must obtain a repayment of any overpaid tax directly from the Revenue Commissioners. On the basis that such an election is made, the Company will notify the Shareholder that the Company has made an election and the Company will provide the

Shareholders with the necessary information to enable the claim to be made by the Shareholders to the Revenue Commissioners.

Dividends received by the Company from investment in Irish equities may be subject to Irish dividend withholding tax (currently at the rate of 25%). However, the Company can make a declaration to the payer that it is an investment undertaking (within the meaning of Section 739B of the Taxes Act) beneficially entitled to the dividends which will entitle the Company to receive such dividends without deduction of Irish dividend withholding tax.

Please see the "Shareholders" section below dealing with the tax consequences for the Company and the Shareholders of chargeable events in respect of:-

- (i) Shareholders who are Foreign Persons; and
- (ii) Shareholders who are either Irish Resident or Irish Ordinary Resident.

## **Shareholders**

### **(i) Shareholders who are Foreign Persons**

The Company will not have to deduct tax on the occasion of a chargeable event in respect of a Shareholder if (a) the Shareholder is neither Irish Resident nor Irish Ordinary Resident, (b) the Shareholder has made a Relevant Declaration or the Equivalent Measures Regime is in place and (c) the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration or the Equivalent Measures Regime, tax will arise on the happening of a chargeable event in the Company regardless of the fact that a Shareholder is neither Irish Resident nor Irish Ordinary Resident. The appropriate tax that will be deducted is as described in paragraph (ii) below.

To the extent that a Shareholder is acting as an Intermediary on behalf of a Foreign Person, no tax will have to be deducted by the Company on the occasion of a chargeable event provided that the Intermediary has made a Relevant Declaration that they are acting on behalf of such persons and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct or the Equivalent Measures Regime is in place.

Shareholders who are Foreign Persons will not be liable to Irish tax in respect of income from their Shares and gains made on the disposal of their Shares. However, any corporate Shareholder which is not Irish Resident and which holds Shares directly or indirectly by or for a trading branch or agency in Ireland will be liable to Irish tax on income from the Shares or gains made on disposal of its Shares.

Where tax is withheld by the Company on the basis that no Relevant Declaration has been filed with the Company by the Shareholder, Irish legislation does not provide for a refund of tax. Refunds of tax will only be permitted in the following circumstances:

- i. The appropriate tax has been correctly returned by the Company and within one year of making of the return the Company can prove to the satisfaction of the Revenue Commissioners that it is just and reasonable for such tax which has been paid to be repaid to the Company.

- ii. Where a claim is made for a refund of Irish tax under Section 189, 189A and 192 of the Taxes Act (relieving provisions relating to incapacitated persons, trusts in relation thereto and persons incapacitated as a result of drugs containing thalidomide) the income received will be treated as net income chargeable to tax under Case III of Schedule D from which tax has been deducted.
- iii. Where an Irish Resident company is within the charge to tax on a relevant payment from the Company and tax has been deducted by the Company from such a payment, then such tax can be offset against the Irish corporation tax assessable on the Shareholder, with any excess being reclaimable.

## **(ii) Shareholders who are Irish Resident or Irish Ordinary Resident**

### *Taxable Irish Persons*

Tax at the rate of 41% (or 25% where the Shareholder is a company and has provided the Company with its Irish tax reference number) will be required to be deducted by the Company from distribution payments and on any other distribution or gain arising to the Shareholder on an encashment, redemption, cancellation or transfer of Shares by a Shareholder who is a Taxable Irish Person.

Certain Irish Taxable Persons who are individuals and hold Shares in investment undertakings may be subject to the personal portfolio investment undertaking ("PPIU") tax provisions. Essentially, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor has influence over the selection of some or all of the property held by the investment undertaking, either directly or through persons acting on behalf of or connected to the investor. Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual will be taxed at the rate of 60% (or 80% where the details are not correctly included in a timely tax return to the Revenue Commissioners). Specific exemptions apply where the property invested has been clearly identified in the investment undertaking's marketing and promotional literature and the investment is widely marketed to the public. Further restrictions may be required in the case of investments in land or unquoted shares deriving their value from land.

Irish Resident corporate Shareholders who receive distribution payments from which tax has been deducted will be treated as having received an annual payment chargeable to tax under Case IV of Schedule D of the Taxes Act from which tax at the rate of 25% has been deducted. In general, such Shareholders will not be subject to further Irish tax on any other payments received in respect of their shareholding from which tax has been deducted. An Irish Resident corporate Shareholder whose Shares are held in connection with a trade will be taxable under Case I of Schedule D on any Irish income or gains as part of that trade with a set-off against corporation tax payable for any tax deducted by the Company. The rate of corporation tax applicable to income under Case I of Schedule D is 12.5%. In general, non-corporate Shareholders who are Taxable Irish Persons will not be subject to further Irish tax on income from their Shares or gains made on disposal of the Shares where tax has been deducted by the Company on payments received. Where a currency gain is made by the Shareholder on the disposal of their Shares, such Shareholder may be liable to capital gains tax, currently at the rate of 33%, in the year of assessment in which the Shares are disposed of.

### *Exempt Irish Investors*

Tax will not be deducted on the happening of a chargeable event in respect of Shares held by Exempt Irish Investors where the Company is in possession of a Relevant

Declaration in relation to such Shares and the Company is not in possession of any information which would reasonably suggest that the information contained therein is not, or is no longer materially correct. It is the Exempt Irish Investor's obligation to account for any tax to the Revenue Commissioners and return such details as are required to the Irish Tax Authorities. It is also the Exempt Irish Investor's obligation to notify the Company if it ceases to be an Exempt Irish Investor.

Exempt Investors in respect of whom the Company is not in possession of a Relevant Declaration will be treated by the Company in all respects as if they are Taxable Irish Investor. Exempt Investors may be liable to Irish tax on their income, profits and gains in relation to any sale, transfer, repurchase, redemption or cancellation of Shares or dividends or distributions or other payments in respect of their Shares.

### **Reporting**

Pursuant to Section 891C of the Taxes Act and the Return of Values (Investment Undertakings) Regulations 2013, the Company is obliged to report certain details in relation to Shares held by certain Shareholders to the Revenue Commissioners on an annual basis. The details to be reported include the name, address and date of birth if on record of, and the value of the Shares held by, a Shareholder. In respect of Shares acquired on or after 1 January 2014, the details to be reported also include the tax reference number of the Shareholder (being an Irish tax reference number or VAT registration number, or in the case of an individual, the individual's PPS number) or, in the absence of a tax reference number, a marker indicating that this was not provided. No details are to be reported in respect of Shareholders who are:

- (a) Exempt Irish Investors;
- (b) Foreign Persons; or
- (c) Shareholders whose Shares are held in a recognised clearing system.

### **Capital Acquisitions Tax**

The disposal of Shares will not be subject to Irish gift or inheritance tax (Capital Acquisitions Tax), provided that the Company falls within the definition of investment undertaking (within the meaning of Section 739B of the Taxes Act), and that: (a) at the date of the gift or inheritance, the donee or successor is neither domiciled nor Ordinarily Resident in Ireland; (b) at the date of the disposition, either the Shareholder disposing of the Shares is neither domiciled nor Ordinarily Resident in Ireland or the disposition is not subject to Irish law; and (c) the Shares are comprised in the gift or inheritance at the date of such gift or inheritance and at the valuation date.

### **Stamp Duty**

Generally, no stamp duty is payable in Ireland on the issue, transfer, repurchase or redemption of Shares in the Company. Where any subscription for or redemption of Shares is satisfied by the in specie transfer of Irish securities or other Irish property, Irish stamp duty might arise on the transfer of such securities or property.

No Irish stamp duty will be payable by the Company on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company registered in Ireland and provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or marketable securities of a company (other than a company

which is an investment undertaking within the meaning of Section 739B of the Taxes Act or a qualifying company within the meaning of Section 110 of the Taxes Act) which is registered in Ireland.

No stamp duty will arise on reconstructions or amalgamations of investment undertakings under Section 739H of the Taxes Act, provided the reconstructions or amalgamations are undertaken for bona fide commercial purposes and not for the avoidance of tax.

### **Automatic Exchange of Information**

Irish reporting financial institutions, which should include the Company, have reporting obligations in respect of certain investors under FATCA as implemented pursuant to the IGA and/or CRS (see below).

#### *FATCA in Ireland*

With effect from 1 July 2014, Irish reporting financial institutions are obliged to report certain information in respect of U.S. investors in the Fund to the Revenue Commissioners. The Revenue Commissioners will share that information with the U.S. tax authorities. FATCA imposes a 30% U.S. withholding tax on certain withholdable payments made on or after 1 July 2014 unless the payee enters into and complies with an agreement with the IRS to collect and provide to the IRS substantial information regarding direct and indirect owners and accountholders.

On 21 December 2012, Ireland signed an IGA with the U.S. to Improve International Tax Compliance and to Implement FATCA. Under this IGA, Ireland agreed to implement legislation to collect certain information in connection with FATCA and the Revenue and IRS have agreed to automatically exchange this information. The IGA provides for the annual automatic exchange of information in relation to accounts and investments held by certain U.S. persons in a broad category of Irish financial institutions and vice versa.

Under the IGA and the Financial Accounts Reporting (United States of America) Regulations 2014 (as amended) (the Irish Regulations) implementing the information disclosure obligations, Irish financial institutions which may include the Company are required to report certain information with respect to U.S. account holders to the Revenue. The Revenue will automatically provide that information annually to the IRS. The Directors (and/or the Administrator or Investment Manager on behalf of the Directors) must obtain the necessary information from investors required to satisfy the reporting requirements whether under the IGA, the Irish Regulations or any other applicable legislation published in connection with FATCA and such information is being sought as part of the application process for Shares in the Company. It should be noted that the Irish Regulations require the collection of information and filing of returns with the Revenue regardless as to whether the Company holds any U.S. assets or has any U.S. investors.

If a Shareholder causes the Company to suffer a withholding for or on account of FATCA (a FATCA Deduction) or other financial penalty, cost, expense or liability, the Directors may compulsorily redeem any Shares of such Shareholder and/or take any actions required to ensure that such FATCA Deduction or other financial penalty, cost, expense or liability is economically born by such Shareholder. While the IGA and the Irish Regulations should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the Company in respect of its assets, no assurance can be given in this regard. As such, Shareholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

#### **CRS**

The CRS framework was first released by the OECD in February 2014. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the Standard) was published, involving the use of two main elements, the Competent Authority Agreement (CAA) and the CRS. The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local Financial Institutions (FIs) relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD, in developing the CAA and CRS, have used FATCA concepts and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. It will result in a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of CRS while Sections 891F and 891G of the Taxes Act contain measures necessary to implement the CRS internationally and across the European Union, respectively. Regulations, the Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the CRS Regulations), gave effect to the CRS from 1 January 2016.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation (DAC II) implements CRS in a European context and creates a mandatory obligation for all EU Member States to exchange financial account information in respect of residents in other EU Member States on an annual basis. Section 891G of the Taxes Act contained measures necessary to implement the DAC II. Regulations, the Mandatory Automatic Exchange of Information in the Field of Taxation Regulations 2015 (together with the CRS Regulations, the Regulations), gave effect to DAC II from 1 January 2016.

Under the Regulations reporting financial institutions, are required to collect certain information on accountholders and on certain controlling persons in the case of the accountholder(s) being an entity, as defined for CRS purposes, (e.g. name, address, jurisdiction of residence, TIN, date and place of birth (as appropriate), the account number and the account balance or value at the end of each calendar year) to identify accounts which are reportable to the Irish tax authorities. The Irish tax authorities shall in turn exchange such information with their counterparts in participating jurisdictions. Further information in relation to CRS and DAC II can be found on the Automatic Exchange of Information (AEOI) webpage on [www.revenue.ie](http://www.revenue.ie).

By subscribing for Shares in the Company, such Shareholder is agreeing to provide such information upon request from the Company or its delegate. The non-provision of such information may result in the mandatory redemptions of Shares or after appropriate action taken by the Company. Shareholders refusing to provide the requisite information to the Company may also be reported to the Revenue Commissioners.

## **STATUTORY AND GENERAL INFORMATION**

### **1. Incorporation, Registered Office and Share Capital**

The Company was incorporated in Ireland on 10 June 2010 as an investment company with variable capital, segregated liability between its Funds and with limited liability under registration number 485407 and adopted the name of Hedge Invest International Funds Public Limited Company on 5 October 2012.

- (a) The registered office of the Company is at 3rd Floor, 55 Charlemont Place, Saint Kevin's, Dublin D02 F985, Ireland.
- (b) The authorised share capital of the Company is two Subscriber Shares of €1 each and 50,000,000,000,000 Shares of no par value. The Investment Manager and AMHoldings, the parent company of the Investment Manager, each hold one Subscriber Share.
- (c) Neither the subscriber shares nor the Shares carry pre-emption rights.

### **2. Share Rights**

The holders of Shares shall:

- (a) on a vote taken on a show of hands, be entitled to one vote per holder and, on a poll, be entitled to one vote per whole Share;
- (b) be entitled to such dividends as the Directors may from time to time declare; and
- (c) in the event of a winding up or dissolution of the Company, have the entitlements referred to under "Distribution of Assets on a Liquidation" below.
- (d) The holders of Subscriber Shares shall not be entitled to any dividend whatsoever in respect of their holding of Subscriber Shares.

### **3. Voting Rights**

This is dealt with under the rights attaching to the Shares referred to at 2 above. Shareholders who are individuals may attend and vote at general meetings in person or by proxy. Shareholders who are corporations may attend and vote at general meetings by appointing a representative or proxy.

Subject to any special terms as to voting upon which any Shares may be issued or may for the time being be held, at any general meeting on a show of hands every shareholder who (being an individual) is present in person or (being a corporation) is present by duly authorised representative shall have one vote. On a poll every such holder present as aforesaid or by proxy shall have one vote for every Share held.

To be passed, ordinary resolutions of the Company in a general meeting will require a simple majority of the votes cast by the Shareholders voting in person or (being a corporation) is present by duly authorised representative by proxy at the meeting at which the resolution is proposed.

A majority of not less than 75% of the Shareholders present in person (being a corporation) is present by duly authorised representative or by proxy and (being entitled

to vote) voting in general meetings is required in order to pass a special resolution including a resolution to (i) rescind, alter or amend an Article or make a new Article and (ii) wind up the Company.

#### **4. Constitution**

The Constitution of the Company provides that the sole object for which the Company is established is the collective investment in transferable securities and/or other liquid financial assets referred to in the Regulations, of capital raised from the public and which operates on the principle of spreading investment risk in accordance with the Regulations. The object of the Company is set out in full at Clause 3 of the Memorandum of Association which is available for inspection at the registered office of the Company.

##### Articles of Association

The following section is a summary of the principal provisions of the articles of association portion of the Constitution not previously summarised in this Prospectus.

##### Alteration of share capital

The Company may from time to time by ordinary resolution increase its capital, consolidate and divide its Shares or any of them into Shares of a larger amount, sub-divide its Shares or any of them into Shares of a smaller amount, or cancel any Shares not taken or agreed to be taken by any person. The Company may also by special resolution from time to time reduce its share capital in any way permitted by law.

##### Issue of Shares

The Shares shall be at the disposal of the Directors and they may (subject to the provisions of the Act allot, offer or otherwise deal with or dispose of them to such persons, at such times and on such terms as they may consider in the best interests of the Company.

##### Variation of rights

Whenever the share capital is divided into different classes of Shares, the rights of any class may be varied or abrogated with the consent in writing of the holders of three quarters of the issued and outstanding Shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of that class of Shares and the necessary quorum shall be (other than an adjourned meeting) two persons holding Shares issued in that class (and at the adjourned meeting the necessary quorum shall be one person holding Shares of that class or his proxy).

The special rights attaching to any Shares of any class shall not (unless the conditions of issue of such class of Shares expressly provide otherwise) be deemed to be varied by the creation or issue of other Shares ranking *pari passu* therewith.

##### Directors

- (a) Each Director shall be entitled to such remuneration for his services as the Directors shall from time to time resolve. The Directors may also be paid, *inter alia*, for travelling, hotel and other expenses properly incurred by them in attending meetings of the Directors or committees of Directors or general meetings or separate meetings of holders of any class of Shares or otherwise in connection with the business of the Company. Any Director who devotes special attention to

the business of the Company may be paid such extra remuneration as the Directors may determine (see the section headed "Fees and Expenses" above in relation to Director's fees).

- (b) A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company on such terms as the Directors may determine.
- (c) Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:
  - (i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or any subsidiary or associated company thereof or in which the Company or any subsidiary or associated company thereof is otherwise interested;
  - (ii) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
  - (iii) shall not be accountable, by reason of his office, to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- (d) A Director shall not generally be permitted to vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material or a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote. A Director shall be entitled to vote (and be counted in the quorum) in respect of resolutions concerning certain matters in which he has an interest including but not limited to any proposal concerning any other company in which he is interested, directly or indirectly provided that he is not the holder of or beneficially interested in 10% or more of the issued shares of any class of such company or of the voting rights available to members of such company (or of a third company through which his interest is derived).
- (e) There is no provision in the Constitution requiring a Director to retire by rotation or by reason of any age limit and no share qualification for Directors.
- (f) The number of Directors shall not be less than two.
- (g) The quorum for meetings of Directors may be fixed by the Directors and unless so fixed shall be two.
- (h) The office of a Director shall be vacated in any of the following circumstances i.e. if:
  - (i) he ceases to be a Director by virtue of any provisions of the Act or becomes prohibited by law from being a Director;

- (ii) he becomes a bankrupt or makes any arrangement or composition with his creditors generally;
- (iii) in the opinion of a majority of the Directors he becomes incapable by reason of mental disorder of discharging his duties as a Director;
- (iv) he resigns from his office by notice to the Company;
- (v) he is convicted of an indictable offence and the Directors determine that as a result of such conviction he should cease to be a Director;
- (vi) by a resolution of his co-Directors he is requested to vacate office;
- (vii) the Company by ordinary resolution so determines; or
- (viii) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors pass a resolution that he has by reason of such absence vacated office.

The Company may also, as a separate power, in accordance with and subject to the provisions of the Act, by ordinary resolution of the Shareholders, remove any Director (including a managing Director or other executive director) before the expiry of his period of office notwithstanding anything to the contrary contained in the Constitution or in any agreement between the Company and any such Director.

#### Borrowing powers

The Directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of repurchasing Shares) and to hypothecate, mortgage, charge or pledge its undertaking, property and assets or any part thereof, but only in accordance with the provisions of the Regulations.

#### Dividends

No dividends are payable on the Subscriber Shares.

Subject to the provisions of the Act, the Directors may from time to time if they think fit, declare and pay dividends on a class or classes of Shares. If the Directors so resolve and, in any event, on the winding up of the Company or on the total redemption of Shares, any dividend which has remained unclaimed for six years shall be forfeited and become the property of the relevant Fund.

#### Distribution of assets on a liquidation

- (a) If the Company shall be wound up, the liquidator shall, subject to the provisions of the Act, apply the assets of the Company on the basis that any liability incurred or attributable to a Fund shall be discharged solely out of the assets of that Fund.
- (b) The assets available for distribution among the members shall then be applied in the following priority:

- (i) firstly, in the payment to the Shareholders of each class of a sum in the currency in which that class is designated or in any other currency selected by the liquidator as nearly as possible equal of such class (at the prevailing rate of exchange) to the Net Asset Value of the Shares held by such Shareholders respectively as at the date of commencement to wind up provided that there are sufficient assets available in the relevant Fund to enable such payment to be made. In the event that, as regards any class of Shares, there are insufficient assets available in the relevant Fund to enable such payment to be made recourse shall be had to the assets of the Company (if any) not comprised within any of the Funds and not (save as provided in the Act) to the assets comprised within any of the Funds;
- (ii) secondly, in the payment to the holders of the Subscriber Shares of sums up to the nominal amount paid thereon out of the assets of the Company not comprised within any Funds remaining after any recourse thereto under sub-paragraph (b)(i) above. In the event that there are insufficient assets aforesaid to enable such payment to be made, no recourse shall be had to the assets comprised within any of the Funds;
- (iii) thirdly, in the payment to the holders of each class of Shares of any balance remaining in the relevant Fund, such payment being made in proportion to the numbers of Shares held;
- (iv) fourthly, in the payment to the holders of the Shares of any balance then remaining and not comprised within any of the Funds such payment being made in proportion to the Net Asset Value of each Fund and within each Fund to the Net Asset Value of each class and in proportion to the number of Shares held in each class.

#### Termination of Funds

The Directors, in their sole and absolute discretion, may terminate a Fund in any of the following events:

- (a) a Fund shall cease to be authorised or otherwise officially approved;
- (b) if there is any change in applicable law or regulation which renders it illegal or in the opinion of the Directors impracticable or inadvisable to continue the relevant Fund;
- (c) if there is any change in material aspects of the business, in the economic or political situation relating to a Fund or the Company which the Directors consider would have material adverse consequences on the investments of the Fund; or
- (d) if the Directors shall have resolved that it is impracticable or inadvisable for a Fund to continue to operate having regard to prevailing market conditions and the best interests of the Shareholders.

#### Indemnities

To the extent permitted by the Act and the Regulations, the Directors (including alternates), Secretary and other officers of the Company shall be indemnified by the Company against losses and expenses which any such person may become liable to by reason of any contract entered into or any act or thing done by him as such officer in the discharge of his duties (other than in the case of negligence or wilful misconduct).

#### The assets of the Company and the calculation of the Net Asset Value of the Shares

- (a) The Net Asset Value of a Fund shall be determined (except in the case of suspension) as at each Valuation Point and shall be the value of all the assets comprised in a Fund less all the liabilities attributable to the Fund calculated in accordance with the Regulations.
- (b) The assets of the Company shall be deemed to include (i) all cash in hand, on deposit, or on call including any interest accrued thereon and all accounts receivable, (ii) all bills, demand notes, certificates of deposit and promissory notes, (iii), all bonds, forward currency transactions, shares, stock, units of or participation in collective investment schemes/mutual funds, debentures, debenture stock, subscription rights, warrants, futures contracts, options contracts, swap contracts, contracts for difference, fixed rate securities, floating rate securities, securities in respect of which the return and/or redemption amount is calculated by reference to any index, price or rate, financial instruments and other investments and securities owned or contracted for in respect of the Company; (iv) all stock and cash dividends and cash distributions to be received in respect of the Company and not yet received by the Company but declared to stockholders on record on a date on or before the day as of which the Net Asset Value is being determined, (v) all subscription payments due but not yet received by the Company, (vi) all interest accrued on any interest-bearing securities attributed to the Company except to the extent that the same is included or reflected in, the principal value of such security, (vii) all other Investments of the Company, (viii) the establishment costs attributable to the Company and the cost of issuing and distributing Shares of the Company in so far as the same have not been written off; and (ix) all other assets of the Company of every kind and nature including prepaid expenses as valued and defined from time to time by the Directors.
- (c) The valuation principles to be used in valuing the Company's assets are as follows:
  - (i) the Directors shall be entitled to use the amortised cost method of valuation, whereby Investments are valued at their cost of acquisition adjusted for amortisation of premium or accretion of discount on the Investments rather than at the current market value of the Investments. However, the amortised cost method of valuation may only be used in relation to Funds which comply with the Central Bank's requirements for money market funds and where a review of the amortised cost valuation vis-à-vis the market valuation is carried out in accordance with the Central Bank's guidelines. Money market instruments in a non-money market fund may be valued on an amortised basis, in accordance with the Central Bank's requirements;
  - (ii) the value of any Investment which is quoted, listed or normally dealt in on a Regulated Market, including units or shares in exchange-traded funds, shall (save in the specific cases set out in paragraph (i) above or in the relevant paragraphs below) be based on the closing mid-market price on such Regulated Markets as at the last Valuation Point or the last traded price when no closing mid-market price is available, provided that:
    - A. if an Investment is quoted, listed or normally dealt in on more than one Regulated Market, the Directors may, in their absolute discretion select any one of such markets for the foregoing purposes (provided that the Directors have determined that such market constitutes the main market for such Investment or provides the fairest criteria for valuing such Investments) and once selected a market shall be used for future calculations of the Net Asset Value of that Investment unless the Directors otherwise determine;

- B. in the case of any Investment which is quoted, listed or normally dealt in on a Regulated Market but in respect of which, for any reason, prices on that market may not be available at any relevant time, or, in the opinion of the Directors, may not be representative, the value therefor shall be the probable realisation value thereof estimated with care and in good faith by a competent person appointed by the Directors (and approved for the purpose by the Depositary); and
  - C. in the case of any Investment which is quoted, listed or normally dealt in or on a Regulated Market but acquired or traded at a premium or at a discount outside or off the relevant Regulated Market, the Investment may be valued taking into account the level of premium or discount at the date of the valuation. The Depositary must ensure that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the Investment;
- (iii) the value of any Investment which is not quoted, listed or normally dealt in on a Regulated Market shall be the probable realisable value therefor estimated with care and good faith by a competent person appointed by the Directors (and approved for the purpose by the Depositary);
  - (iv) the value of any Investment which is a share of, unit of or participation in an open-ended collective investment scheme shall be the latest available net asset value for the Investment as published by the collective investment scheme in question or, where such Investment is quoted, listed or dealt in on a Regulated Market, may be a value determined in accordance with the provisions of paragraph (c)(ii) above;
  - (v) the value of any prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the full amount thereof unless in any case the Directors are of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Directors (with the approval of the Depositary) may consider appropriate in such case to reflect the true value thereof;
  - (vi) deposits/cash in hand shall be valued at their principal/face/nominal amount plus accrued interest from the date on which the same were acquired or made;
  - (vii) treasury bills shall be valued at the closing mid-market price on the market on which same are traded or admitted to trading as at the Valuation Point, provided that where such price is not available, same shall be valued at the probable realisation value therefor estimated with care and good faith by a competent person appointed by the Directors (and approved for the purpose by the Depositary);
  - (viii) bonds, notes, debenture stocks, certificates of deposit, bank acceptances, trade bills and similar assets shall be valued at the closing mid-market price on the market on which these assets are traded or admitted for trading (being the market which is the sole market or in the opinion of the Directors the principal market on which the assets in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired;
  - (ix) the value of any futures contracts and options (including index futures) which are dealt in on a Regulated Market shall be the settlement price as determined by the market in question, provided that if such settlement price is not available for any reason or is unrepresentative, same shall be valued at the probable realisation

value thereof estimated with care and good faith by a competent person appointed by the Directors (and approved for the purpose by the Depositary);

- (x) the value of any OTC derivative contracts shall be:
    - A. the quotation from the counterparty provided that such quotation is provided on at least a daily basis and verified at least weekly by a person independent of the counterparty and who is approved for the purpose by the Depositary; or
    - B. an alternative valuation as the Directors may determine in accordance with the requirements of the Central Bank. This may be a valuation that is provided on at least a daily basis by a competent person (which may be the Company) or an independent pricing vendor provided that the appointed party has adequate means to perform the valuation appointed by the Directors and approved for that purpose by the Depositary (or a valuation by any other means, provided that the value is approved by the Depositary). The valuation principles employed must follow best international practice established by bodies such as IOSCO (International Organisation of Securities Commission) and AIMA (the Alternative Investment Management Association) and any such alternative valuation must be reconciled to that of the counterparty on a monthly basis. Where significant differences arise on the monthly reconciliation, these must be promptly investigated and explained;
  - (xi) forward foreign exchange and interest rate swaps contracts may be valued in accordance with the previous paragraph or by reference to freely available market quotations (in which case there is no requirement to have such prices independently verified or reconciled to the counterparty valuation);
  - (xii) notwithstanding any of the foregoing sub-paragraphs, the Directors with the approval of the Depositary may adjust the value of any Investment if, having regard to currency, applicable rate of interest, maturity, marketability and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the fair value thereof;
  - (xiii) if in any case a particular value is not ascertainable as above provided or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant Investment then in such case the method of valuation of the relevant Investment shall be such as the Directors shall decide with the approval of the Depositary;
  - (xiv) the Directors may, in order to comply with any applicable accounting standards, present the value of any assets of the Company in financial statements to Shareholders in a manner different to that set out in the Constitution.
- (d) Any certificate as to Net Asset Value of Shares given in good faith (and in the absence of negligence or manifest error) by or on behalf of the Directors shall be binding on all parties.

## **5. Money Laundering**

The Directors, the Manager, the Investment Manager and the Administrator have a responsibility to regulators for compliance with money laundering regulations around the world and, for that reason, existing Shareholders, potential subscribers for and

transferees of Shares may be asked for proof of identity and/or to fulfil other requirements. Until satisfactory proof of identity is provided and/or those requirements are fulfilled, the Directors reserve the right to withhold issuance redemption and approval of transfers of Shares.

In case of delay or failure to provide satisfactory proof of identity, the Company may take such action as they see fit including the right to redeem issued Shares compulsorily.

## **6. Commissions**

Save as disclosed under the heading “Fees and Expenses” above, no commissions, discounts, brokerages or other special terms have been granted or are payable by the Company in connection with the issue or sale of any capital of the Company.

For Funds to which the Investment Manager has appointed an entity that is authorised under MiFID II as the Sub-Investment Manager, such Sub-Investment Manager will be required to comply with equivalent provisions to that of MiFID II in relation to the use of dealing commissions.

Such Sub-Investment Managers will either use full service execution brokers who may, in addition to routine order execution, facilitate the provision of research to such Sub-Investment Manager, either from the broker itself or a third party research provider (“**third party research**”), or where they wish to purchase third party research other than with its own funds, it may do so by establishing a research payment account in respect of a Fund. If applicable, the establishment of a research payment account will be outlined in the relevant Fund Supplement.

## **7. Directors’ Interests**

- (a) As of the date of this Prospectus, neither the Directors nor any connected person has any interest in the Shares or any options in respect of such Shares.

For the purposes of this paragraph “connected person” means in respect of any Director:

- (i) his spouse, parent, brother, sister or child;
  - (ii) a person acting in his capacity as the trustee of any trust, the principal beneficiaries of which are the Director, his spouse or any of his children or any body corporate which he controls;
  - (iii) a partner of the Director; or
  - (iv) a company controlled by that Director;
  - (v) there are no existing or proposed service contracts between any of the Directors and the Company, but the Directors may receive remuneration as permitted under the Constitution, as summarised under the heading “Fees and Expenses”.
- (b) Save for the contracts listed in paragraph 10 below, no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.

Mr Skelly is an employee of Carne Global Financial Services Ireland which provides professional services to the Company and, consequently, has an interest in fees payable by the Company to such companies and firms.

Mr. Balzaretto is an employee of the Investment Manager.

Ms. Curnis is an employee of the Investment Manager.

- (c) A Memorandum detailing the names of all companies in which the Directors currently hold or have held directorships and firms in which they currently are or have been partners, within the five years prior to publication of this document, is available at the locations set out in paragraph 12.

## 8. Litigation

The Company is not engaged in any litigation or arbitration proceedings and the Directors are not aware of any litigation or claim pending or threatened by or against the Company.

## 9. Remuneration Policy of the Manager

- (a) The Manager has remuneration policies and practices in place consistent with the requirements of the Regulations and the ESMA Guidelines on sound remuneration policies under the UCITS Directive ("**ESMA Remuneration Guidelines**"). The Manager will procure that any delegate, including the Investment Manager, to whom such requirements also apply pursuant to the ESMA Remuneration Guidelines will have equivalent remuneration policies and practices in place.
- (b) The remuneration policy reflects the Manager's objective for good corporate governance, promotes sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile of the Funds or the Constitution. It is also aligned with the investment objectives of each Fund and includes measures to avoid conflicts of interest. The remuneration policy is reviewed on an annual basis (or more frequently, if required) by the board of directors of the Manager, to ensure that the overall remuneration system operates as intended and that the remuneration pay-outs are appropriate. This review will also ensure that the remuneration policy reflects best practice guidelines and regulatory requirements, as may be amended from time to time.
- (c) Details of the up-to-date remuneration policy of the Manager (including, but not limited to: (i) a description of how remuneration and benefits are calculated; (ii) the identities of persons responsible for awarding the remuneration and benefits; and (iii) the composition of the remuneration committee, where such a committee exists) will be available by means of a website <http://www.carnegroup.com/policies-and-procedures/> and a paper copy will be made available to Shareholders free of charge upon request.

## 10. Material Contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Company and are, or may be, material:

- (a) The Management Agreement between the Company and the Manager dated 9 July 2021 pursuant to which the Manager is responsible for the general

management and administration of the Company's affairs, subject to the overall supervision and control of the Directors. Pursuant to the provisions of the Management Agreement the Manager may delegate one or more of its functions subject to the overall supervision and control of the Company.

The Manager shall exercise the due care of a professional UCITS manager in the performance of its duties under the Management Agreement, including with regard to the selection, appointment and monitoring of any delegates and shall use its best endeavours, skill and judgment and all due care in performing its duties and obligations and exercising its rights and authorities under the Management Agreement provided that for the avoidance of any doubt the Manager shall not be liable for any decline in the value of the Investments of the Company or any Fund or any part thereof to the extent that such decline results from any investment decision made by the Manager in good faith unless such decision was made negligently, fraudulently, in bad faith or with wilful default.

Neither the Manager nor any of its directors, officers, employees or agents shall be liable for any loss or damage arising directly or indirectly out of or in connection with the performance by the Manager of its obligations and duties under the Management Agreement unless such loss or damage arose out of or in connection with the negligence, wilful default, fraud or bad faith of or by the Manager in the performance of its duties under the Management Agreement.

The Company shall be liable and shall indemnify and keep indemnified and hold harmless the Manager (and each of its directors, officers, employees, delegates and agents) from and against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses (including reasonable legal and professional fees and expenses arising) which may be made or brought against or suffered or incurred by the Manager (or any of its directors, officers, employees, delegates or agents) arising out of or in connection with the performance of its obligations and duties under the Management Agreement in the absence of any negligence, wilful default, fraud or bad faith of or by the Manager in the performance of its duties under the Management Agreement or as otherwise may be required by law.

The Manager may perform any of its duties, obligations and responsibilities under the Management Agreement by or through its directors, officers, servants or agents and shall be entitled to delegate or sub-contract all or any of its functions, powers, discretions, duties and obligations as the Manager under the Management Agreement to any person approved by the Directors and the Central Bank on such terms and conditions as agreed between the Company and the Manager, provided that any such delegation or sub-contract shall terminate automatically on the termination of the Management Agreement. The Manager's liability to the Company shall not be affected by the fact that the Manager has delegated all or any part of its function set out in the Regulations and the Central Bank UCITS Regulations to a third party.

The Management Agreement shall continue in full force and effect unless terminated by any party at any time upon ninety (90) days prior written notice to the other party or at any time if any party: (i) commits any material breach of the Agreement or commit persistent breaches of the Agreement which is or are either incapable of remedy or have not been remedied within thirty (30) days of the non-defaulting party serving notice requiring the remedying of the default; (ii) becomes incapable of performing its duties or obligations under the Agreement; (iii) is unable to pay its debts as they fall due or otherwise becomes insolvent or enters

into any composition or arrangement with or for the benefit of its creditors or any class thereof; (iv) is the subject of a petition for the appointment of an examiner, administrator, trustee, official assignee or similar officer to it or in respect of its affairs or assets; (v) has a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (vi) is the subject of an effective resolution for the winding up (except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party); or (vii) is the subject of a court order for its winding up or liquidation. Either party may also terminate the Management Agreement by notice in writing to the other party in the event that a force majeure event, as defined in the Management Agreement, continues for longer than fourteen (14) days.

- (b) the Depositary Agreement dated 9 July 2021 between the Depositary, the Manager and the Company as may be amended from time to time. The Depositary Agreement provides that the appointment of the Depositary will continue in force unless and until terminated by either party giving to the others not less than 90 days' written notice provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by the Central Bank has been appointed. The Depositary Agreement may be terminated immediately by either party giving notice in writing to the other party if at any time a Party shall go into liquidation, or be the subject of a court order for its winding up; be the subject of an effective resolution for its winding up except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party; be unable to pay its debts as they fall due or otherwise become insolvent or enter into any composition or arrangement with or for the benefit of its creditors or any class thereof; be the subject of an involuntary order for the transfer of all or part of its business by a statutory authority; have any of its issued Shares suspended from trading on any exchange on which they are listed (if applicable); commit any material breach of the Depositary Agreement, which is either incapable of remedy or has not been remedied within thirty (30) days of the other party serving notice upon that Party requiring it to remedy same; or have an examiner or receiver appointed to it or over any of its assets or on the happening of a like event at the discretion of an appropriate regulatory agency or Court of competent jurisdiction; the authorisation of Depositary or the Company has been revoked by the relevant authority.

The Depositary Agreement contains an indemnity in favour of the Depositary against all losses, liability, claims or demands other than as a result of J.P. Morgan's negligent or intentional failure to properly fulfil its obligations pursuant to the Regulations and Delegated Regulation. The indemnity may be extended to third parties including sub-custodians.

- (b) the Administration Agreement dated 9 July 2021 between the Company, the Manager and the Administrator as may be amended from time to time. The Administration Agreement provides that the appointment of the Administrator will continue in force for an initial term of two years and will automatically renew for additional one year periods effective from the first anniversary of the date of the end of the initial term unless and until terminated by either party giving to the other at least 90 days' written notice prior to the end of the applicable term, although in certain circumstances (e.g. the insolvency of any party, unremedied breach after notice, etc.) the agreement may be terminated forthwith by notice in writing by either party to the other. The Administration Agreement contains provisions regarding the Administrator's legal responsibilities and indemnities in favour of the Administrator other than for matters arising by reason of its negligence, fraud, or wilful default in the performance of its duties and obligations; and

- (c) the Investment Management and Distribution Agreement dated 9 July 2021 between the Company, the Manager and the Investment Manager. The Investment Management and Distribution Agreement provides that the appointment of the Investment Manager will continue in force for an initial term of three years unless and thereafter until terminated by any party giving to the other not less than 90 days' notice in writing. The Investment Management and Distribution Agreement may be terminated by any party forthwith by notice in writing if at any time one of the other parties shall go into liquidation, except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party or be unable to pay its debts as they fall due or commit any act of bankruptcy or if a receiver is appointed over any of the assets of such other party or if some event having an equivalent effect occurs; the Investment Manager ceases to be permitted to act as such under any applicable laws; if a party shall commit any material breach of the Investment Management and Distribution Agreement, which is either incapable of remedy or has not been remedied within thirty (30) of notice requiring same to be remedied; or where an examiner; administrator or similar person is appointed to a party). The Investment Management and Distribution Agreement contains provisions regarding the Investment Manager's legal responsibilities and indemnities in favour of the Investment Manager other than in respect of matters arising by reason of its fraud, bad faith, wilful default, recklessness or negligence in the performance of its duties and obligations.

## **11. Miscellaneous**

- (a) The Company does not have, nor has it had since its incorporation, any employees.
- (b) Save as disclosed in paragraph 8 above, no Director has any interest, direct or indirect, in the promotion of the Company or in any assets which have been acquired or disposed of by or leased to the Company or are proposed to be acquired by, disposed of or leased to the Company, nor is there any contract or arrangement subsisting at the date of this document in which a Director is materially interested and which is unusual in its nature and conditions or significant in relation to the business of the Company.
- (c) The Company has not and does not intend to purchase or acquire nor agree to purchase or acquire any real property.

## **12. Inspection of Documents**

Copies of the following documents may be obtained during normal business hours on any week day (excluding public holidays) free of charge at the offices of the Company in Dublin:

- (a) the Constitution of the Company;
- (b) the Regulations and the Central Bank UCITS Regulations; and
- (c) the latest annual and semi-annual reports of the Company (where issued).

## APPENDIX I

### Stock Exchanges and Regulated Markets

With the exception of permitted investment in unlisted securities investment will be restricted to those stock exchanges and markets listed below in this Prospectus or revision thereof each of which stock exchange and market is regulated, operates regularly, is recognised and is open to the public. These stock exchanges and markets are listed in accordance with the requirements of the Central Bank, it being noted that the Central Bank does not issue a list of approved markets and exchanges:

1. All stock exchanges and regulated markets of the Member States of the EU, Australia, Canada, Hong Kong, Japan, New Zealand, Norway, Switzerland, the United Kingdom and the United States

2. The following stock exchanges:

<b>Argentina</b>	Buenos Aires Stock Exchange
<b>Botswana</b>	Botswana Stock Exchange
<b>Brazil</b>	Sao Paulo Stock Exchange
<b>China</b>	Shanghai Stock Exchange Shenzhen Stock Exchange
<b>Egypt</b>	Egyptian Exchange
<b>Ghana</b>	Ghana Stock Exchange
<b>India</b>	Bombay Stock Exchange National Stock Exchange of India
<b>Israel</b>	Tel Aviv Stock Exchange
<b>Kenya</b>	Nairobi Stock Exchange
<b>Kuwait</b>	Kuwait Stock Exchange
<b>Mexico</b>	Bolsa Mexicana de Valores (Mexican Stock Exchange)
<b>Morocco</b>	Casablanca Stock Exchange
<b>Namibia</b>	Namibian Stock Exchange
<b>Nigeria</b>	Nigerian Stock Exchange
<b>Pakistan</b>	The Pakistan Stock Exchange
<b>Singapore</b>	Singapore Exchange
<b>South Africa</b>	The JSE Limited
<b>Tanzania</b>	Dar Es Salaam Stock Exchange
<b>Tunisia</b>	Tunisia Stock Exchange
<b>Turkey</b>	Istanbul Stock Exchange
<b>Uganda</b>	Uganda Securities Exchange

<b>United Arab Emirates</b>	Abu Dhabi Securities Exchange Dubai Financial Market NASDAQ Dubai Limited
<b>Zambia</b>	Lusaka Stock Exchange
<b>Zimbabwe</b>	Zimbabwe Stock Exchange

3. Any approved derivative market:-

- (a) within the European Economic Area, Australia, Canada, Japan, Hong Kong, New Zealand, Switzerland, the United Kingdom and the United States on which financial derivative instruments are traded;
- (b) the following markets:

<b>China</b>	Dalian Commodity Exchange  China Financial Futures Exchange  Shanghai Gold Exchange  China Foreign Exchange Trade System  Shanghai Futures Exchange  Zhenzhou Commodity Exchange
<b>India</b>	OTC Exchange of India  Multicommodity Exchange of India Ltd.  National Commodity & Derivatives Exchange Ltd.
<b>Indonesia</b>	Jakarta Futures Exchange (Bursa Benjangka Jakarta)  Jakarta Negotiated Board
<b>The Republic of Korea</b>	Korea Exchange (Futures Market)
<b>Malaysia</b>	Bursa Malaysia Derivatives Exchange (Mdex)
<b>Mexico</b>	Mexican Derivatives Exchange (Mercado Mexicana de Derivados)
<b>Rwanda</b>	Rwanda OTC Market
<b>Singapore</b>	Singapore Commodity Exchange (Sicom)  Singapore Exchange Derivatives Clearing

	Limited
	Catalist
<b>South Africa</b>	Alternative Exchange
	South African Futures Exchange
	South African Futures Exchange
<b>Taiwan</b>	Taiwan Futures Exchange
	Gretai Securities market
<b>Thailand</b>	Agricultural Futures Exchange of Thailand
	Thailand Futures Exchange
<b>Turkey</b>	Turkish Derivatives Exchange
	Istanbul Gold Exchange
<b>United Arab Emirates</b>	Dubai Gold and Commodities Exchange

4. The following regulated markets:

- (a) the markets organised by the International Capital Market Association;
- (b) the market conducted by “listed money market institutions” as described in the Bank of England publication “The Regulation of the Wholesale Cash and OTC Derivatives Markets in Sterling, Foreign Exchange and Bullion”;
- (c) AIM – the Alternative Investment Market in the U.K., regulated and operated by the London Stock Exchange;
- (d) the OTC market in Japan regulated by the Securities Dealers Association of Japan;
- (e) NASDAQ in the United States;
- (f) the market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York and the Securities and Exchange Commission;
- (g) the French market for “Titres de Creance Negotiable” (OTC market in negotiable debt instruments);
- (h) the OTC market in Canadian Government Bonds, regulated by the Investment Industry Regulatory Organisation of Canada;
- (i) the Second Marche of the stock exchange set up in France in accordance with the laws of France;

- (j) the market in the United Kingdom known previously as the “Grey Market” that is conducted through persons governed by Chapter 3 of the Financial Services Authority’s Market Conduct Sourcebook (inter-professional conduct);
- (k) the markets organised by the International Securities Market Association;
- (l) <sup>1</sup>NASDAQ Europe (the European Association of Securities Dealers Automated Quotation);
- (m) the Chicago Mercantile Exchange (CME) and the Chicago Board of Trade (CBOT);
- (n) the Singapore Exchange (SGX);
- (o) the Sydney Futures Exchange (SFE);
- (p) the Hong Kong Futures Exchange (HKFE);
- (q) the Korea Exchange (Futures Market);
- (r) the OTC market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the Financial Industry Regulatory Authority Inc. (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);

For the purposes of investment in FDIs, a Fund will only invest in FDIs dealt in Regulated Markets in the EEA referred to above or in any of the other non-EEA markets referred to above.

Investment in Russia, if any, will only be made in securities that are listed or traded on the Moscow Exchange.

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<sup>1</sup> NASDAQ Europe is a recently formed market and the general level of liquidity may not compare favourably to that found on more established exchanges.

## APPENDIX II

### Investment and Borrowing Restrictions

Investment of the assets of the relevant Fund must comply with the Regulations. The Regulations provide:

<b>1</b>	<b>Permitted Investments</b>
<b>1.1</b>	Investments of a UCITS are confined to: Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
<b>1.2</b>	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
<b>1.3</b>	Money market instruments other than those dealt on a regulated market.
<b>1.4</b>	Units of UCITS.
<b>1.5</b>	Units of AIFs
<b>1.6</b>	Deposits with credit institutions
<b>1.7</b>	Financial derivative instruments
<b>2</b>	<b>Investment Restrictions</b>
<b>2.1</b>	A UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.
<b>2.2</b>	<p><b>Recently Issued Transferable Securities</b> Subject to paragraph (2) a responsible person shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations 2011 apply.</p> <p>Paragraph (1) does not apply to an investment by a responsible person in US Securities known as “ Rule 144 A securities” provided that; (a) the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue; and (b) the securities are not illiquid securities i.e. they may be realised by the UCITS within 7 days at the price, or approximately at the price, which they are valued by the UCITS.</p>
<b>2.3</b>	A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
<b>2.4</b>	The limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a UCITS invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS.

<b>2.5</b>	The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
<b>2.6</b>	The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
<b>2.7</b>	A UCITS shall not invest more than 20% of its assets in deposits made with the same body.
<b>2.8</b>	<p>The risk exposure of a UCITS to a counterparty to an OTC derivative may not exceed 5% of net assets.</p> <p>This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand</p>
<b>2.9</b>	<p>Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:</p> <ul style="list-style-type: none"> <li>- investments in transferable securities or money market instruments;</li> <li>- deposits, and/or</li> <li>- counterparty risk exposures arising from OTC derivatives transactions.</li> </ul>
<b>2.10</b>	The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.
<b>2.11</b>	Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.
<b>2.12</b>	<p>A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.</p> <p>The individual issuers must be listed in the prospectus and may be drawn from the following list:  OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing</p>

	<p>Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC, Export-Import Bank.</p> <p>The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets..</p>
<b>3</b>	<b>Investment in Collective Investment Schemes (“CIS”)</b>
<b>3.1</b>	A UCITS may not invest more than 20% of net assets in any one CIS.
<b>3.2</b>	Investment in AIFs may not, in aggregate, exceed 30% of net assets.
<b>3.3</b>	The CIS are prohibited from investing more than 10 per cent of net assets in other open-ended CIS.
<b>3.4</b>	When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.
<b>3.5</b>	Where by virtue of investment in the units of another investment fund, a responsible person, an investment manager or an investment advisor receives a commission on behalf of the UCITS (including a rebated commission), the responsible person shall ensure that the relevant commission is paid into the property of the UCITS.
<b>4</b>	<b>Index Tracking UCITS</b>
<b>4.1</b>	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank
<b>4.2</b>	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
<b>5</b>	<b>General Provisions</b>
<b>5.1</b>	An investment company, ICAV or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
<b>5.2</b>	<p>A UCITS may acquire no more than:</p> <ul style="list-style-type: none"> <li>(i) 10% of the non-voting shares of any single issuing body;</li> <li>(ii) 10% of the debt securities of any single issuing body;</li> <li>(iii) 25% of the units of any single CIS;</li> <li>(iv) 10% of the money market instruments of any single issuing body.</li> </ul> <p>NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.</p>
<b>5.3</b>	5.1 and 5.2 shall not be applicable to:

	<p>(i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;</p> <p>(ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;</p> <p>(iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;</p> <p>(iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.</p> <p>(v) Shares held by an investment company or investment companies or ICAV or ICAVs in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.</p>
<b>5.4</b>	UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
<b>5.5</b>	The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
<b>5.6</b>	If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.
<b>5.7</b>	<p>Neither an investment company, ICAV nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:</p> <ul style="list-style-type: none"> <li>- transferable securities;</li> <li>- money market instruments*;</li> <li>- units of investment funds; or</li> <li>- financial derivative instruments.</li> </ul>
<b>5.8</b>	A UCITS may hold ancillary liquid assets.
<b>6</b>	<b>Financial Derivative Instruments ('FDIs')</b>
<b>6.1</b>	The UCITS global exposure relating to FDI must not exceed its total net asset value.
<b>6.2</b>	Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank UCITS Regulations/Guidance. (This provision does not

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\* Any short selling of money market instruments by UCITS is prohibited

	apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in Central Bank UCITS Regulations.)
<b>6.3</b>	<p>UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that</p> <ul style="list-style-type: none"> <li>- The counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.</li> </ul>
<b>6.4</b>	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank

## APPENDIX III

### DEFINITION OF U.S. PERSON AND U.S. TAXPAYER

#### “U.S. Person”

A “U.S. Person” for the purpose of this Prospectus is a person who is: (a) a person included in the definition of “U.S. person” under Rule 902 of Regulation S under the 1933 Act, or (b) a person excluded from the definition of a “Non-United States person” as used in CFTC Rule 4.7. For the avoidance of doubt, a person is excluded from this definition of U.S. Person only if he or it does not satisfy any of the definitions of “U.S. person” in Rule 902 and qualifies as a “Non-United States person” under CFTC Rule 4.7.

“U.S. person” under Rule 902 of Regulation S under the 1933 Act includes the following:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a non-U.S. entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
  - (i) organised or incorporated under the laws of any non-U.S. jurisdiction; and
  - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

Notwithstanding the preceding paragraph, “U.S. person” under Rule 902 does not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person, if (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate, and (B) the estate is governed by non-U.S. law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (v) any agency or branch of a U.S. person located outside the United States if (A) the agency or branch operates for valid business reasons, and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking

regulation, respectively, in the jurisdiction where located; and (vi) certain international organisations as specified in Rule 902(k)(2)(vi) of Regulation S under the 1933 Act, including their agencies, affiliates and pension plans.

CFTC Rule 4.7 currently provides in relevant part that the following persons are considered “Non-United States persons”:

- (a) a natural person who is not a resident of the United States or an enclave of the U.S. government, its agencies or instrumentalities;
- (b) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction;
- (c) an estate or trust, the income of which is not subject to U.S. income tax regardless of source;
- (d) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC’s regulations by virtue of its participants being Non-United States persons; and
- (e) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

#### **“U.S. Taxpayer”**

“U.S. Taxpayer” includes (i) a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); (ii) any entity treated as a partnership or corporation for U.S. federal tax purposes that is created or organised in, or under the laws of, the United States or any state thereof (including the District of Columbia); (iii) any other partnership that is treated as a U.S. Taxpayer under U.S. Treasury Department regulations; (iv) any estate, the income of which is subject to U.S. income taxation regardless of source; and (v) any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Taxpayers.

An investor who is not a U.S. Person may nevertheless be considered a “U.S. Taxpayer” under U.S. federal income tax laws.

## APPENDIX IV

### Sub-Custodians

This document is for information only and its contents are subject to change. This document is intended neither to influence your investment decisions nor to amend or supplement any agreement governing your relations with J.P. Morgan. Neither this document nor any of its contents may be disclosed to any third party or used for any other purpose without the proper written consent of J.P. Morgan. J.P. Morgan has gathered the information from a source it considers reliable, however, it cannot be responsible for inaccuracies, incomplete information or updating of the information furnished hereby.

<b>ARGENTINA</b>	HSBC Bank Argentina S.A. Avenida Martin Garcia 464, 5th Floor C1268ABN Buenos Aires ARGENTINA	HSBC Bank Argentina S.A. Buenos Aires
<b>AUSTRALIA</b>	JPMorgan Chase Bank, N.A.** <sup>2</sup> Level 19, 55 Collins Street Melbourne 3000 AUSTRALIA	Australia and New Zealand Banking Group Ltd., Melbourne
<b>AUSTRIA</b>	UniCredit Bank Austria AG Julius Tandler Platz - 3 A-1090 Vienna AUSTRIA	J.P. Morgan AG** Frankfurt am Main
<b>BAHRAIN</b>	HSBC Bank Middle East Limited 1st Floor, Building No 2505, Road No 2832 Al Seef 428 BAHRAIN	HSBC Bank Middle East Limited Al Seef
<b>BANGLADESH</b>	Standard Chartered Bank Portlink Tower Level-6, 67 Gulshan Avenue Gulshan Dhaka -1212 BANGLADESH	Standard Chartered Bank Dhaka
<b>BELGIUM</b>	BNP Paribas Securities Services S.C.A. (for clients contracting with J.P. Morgan (Suisse) SA and for all Belgian Bonds settling in the National Bank of Belgium (NBB)) 3, Rue d'Antin Paris 75002 FRANCE	J.P. Morgan A.G.** Frankfurt am Main
	J.P. Morgan Bank Luxembourg S.A. (for clients Contracting with JPMorgan Chase Bank, N.A.)** European Bank & Business Centre, 6, route de Treves Senningerberg L-2633 LUXEMBOURG	
	J.P. Morgan Luxembourg S.A. (for clients contracting with this entity)** European Bank & Business Centre, 6, route de Treves Senningerberg L-2633 LUXEMBOURG	

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<sup>2</sup> \*\* J.P. Morgan affiliate

Correspondent banks are listed for information only.

	J.P. Morgan Bank (Ireland) PLC (for clients contracting with this entity)** 200 Capital Dock, 79 Sir John Rogerson's Quay Dublin D02 RK57 IRELAND	
<b>BERMUDA</b>	HSBC Bank Bermuda Limited 6 Front Street Hamilton HM 11 BERMUDA	HSBC Bank Bermuda Limited Hamilton
<b>BOTSWANA</b>	Standard Chartered Bank Botswana Limited 5th Floor, Standard House P.O. Box 496 Queens Road, The Mall Gaborone BOTSWANA	Standard Chartered Bank Botswana Limited, Gaborone
<b>BRAZIL</b>	J.P. Morgan S.A. DTVM** Av. Brigadeiro Faria Lima, 3729, Floor 06 Sao Paulo SP 04538-905 BRAZIL	J.P. Morgan S.A. DTVM** Sao Paulo
<b>BULGARIA</b>	Citibank Europe plc Serdika Offices 10th Floor 48 Sitnyakovo Blvd Sofia 1505 BULGARIA	ING Bank N.V. Sofia
<b>CANADA</b>	CIBC Mellon Trust Company (Note: Clients please refer to your issued settlement instructions) 1 York Street, Suite 900 Toronto Ontario M5J 0B6 CANADA	Canadian Imperial Bank of Commerce (For clients utilizing J.P. Morgan's domestic CAD solution) Toronto
	Royal Bank of Canada (Note: Clients please refer to your issued settlement instructions) 155 Wellington Street West Toronto M5V 3L3 CANADA	Toronto
<b>CHILE</b>	Banco Santander Chile Bandera 140, Piso 4 Santiago CHILE	Banco Santander Chile Santiago
<b>CHINA A-SHARE</b>	JPMorgan Chase Bank (China) Company Limited (Note: For CIBM Direct Only)** 41st floor, Park Place, No. 1601, West Nanjing Road, Jingan District Shanghai null THE PEOPLE'S REPUBLIC OF CHINA	JPMorgan Chase Bank (China) Company Limited (Note: For CIBM Direct Only)** Shanghai
	HSBC Bank (China) Company Limited (Note: Clients please refer to your issued settlement Instructions) 33/F, HSBC Building, Shanghai IFC, 8 Century Avenue, Pudong Shanghai 200120 THE PEOPLE'S REPUBLIC OF CHINA	HSBC Bank (China) Company Limited (Note: Clients please refer to your issued settlement instructions) Shanghai
<b>CHINA B-SHARE</b>	HSBC Bank (China) Company Limited 33/F, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong	JPMorgan Chase Bank, N.A.** New York

<b>CHINA CONNECT</b>	Shanghai 200120 THE PEOPLE'S REPUBLIC OF CHINA JPMorgan Chase Bank, N.A.** 48th Floor, One Island East 18 Westlands Road, Quarry Bay HONG KONG	JPMorgan Chase Bank, N.A.** Hong Kong JPMorgan Chase Bank, N.A.** Hong Kong
<b>COLOMBIA</b>	Cititrust Colombia S.A. Carrera 9 A # 99-02, 3rd floor Bogota COLOMBIA	Cititrust Colombia S.A. Bogotá
<b>COSTA RICA</b>	Banco BCT, S.A. 150 Metros Norte de la Catedral Metropolitana San Jose Edificio BCT San Jose COSTA RICA	Banco BCT, S.A.

\*TEMPORARY SUSPENSION.\*

<b>CROATIA</b>	Privredna banka Zagreb d.d. Radnicka cesta 50 10000 Zagreb CROATIA	Zagrebacka banka d.d. Zagreb
<b>CYPRUS</b>	HSBC Bank plc 109-111, Messogian Ave. 115 26 Athens GREECE	J.P. Morgan AG** Frankfurt am Main
<b>CZECH REPUBLIC</b>	UniCredit Bank Czech Republic and Slovakia, a.s. BB Centrum - FILADELFIE Zeletavska 1525-1 140 92 Prague 1 CZECH REPUBLIC	Ceskoslovenska obchodni banka, a.s., Prague
<b>DENMARK</b>	Nordea Bank Danmark A/S Christiansbro Strandgade 3 P.O. Box 850 DK-0900 Copenhagen DENMARK	Nordea Bank Danmark A/S Copenhagen
<b>EGYPT</b>	Citibank, N.A. 4 Ahmed Pasha Street Garden City Cairo EGYPT	Citibank, N.A. Cairo
<b>ESTONIA</b>	Access to the market via Clearstream Banking S.A., Luxembourg in its capacity as International Central Securities Depository	J.P. Morgan AG** Frankfurt am Main
<b>FINLAND</b>	Nordea Bank Finland Plc Aleksis Kiven katu 3-5 FIN-00020 NORDEA Helsinki FINLAND	J.P. Morgan AG** Frankfurt am Main
<b>FRANCE</b>	BNP Paribas Securities Services S.C.A. (for clients contracting with J.P. Morgan (Suisse) SA and for Physical Securities and Ordre de Mouvement (ODMs) held by clients) 3, Rue d'Antin Paris 75002 FRANCE  J.P. Morgan Bank Luxembourg S.A. (for clients	J.P. Morgan AG** Frankfurt am Main

contracting with this entity)\*\*  
European Bank & Business Centre, 6, route de  
Treves  
Senningerberg L-2633  
LUXEMBOURG

J.P. Morgan Bank Luxembourg S.A. (for clients  
contracting with JPMorgan Chase Bank, N.A.)\*\*  
European Bank & Business Centre, 6, route de  
Treves  
Senningerberg L-2633  
LUXEMBOURG

J.P. Morgan Bank (Ireland) PLC (for clients  
contracting with this entity)\*\*  
200 Capital Dock, 79 Sir John Rogerson's Quay  
Dublin D02 RK57  
IRELAND

#### GERMANY

Deutsche Bank AG  
Alfred-Herrhausen-Allee 16-24  
D-65760 Eschborn  
GERMANY  
J.P. Morgan AG\*\*  
Taunustor 1 (TaunusTurm)  
60310 Frankfurt am Main  
GERMANY  
# Custodian for local German custody clients  
only.

J.P. Morgan AG\*\*  
Frankfurt am Main

#### GHANA

Standard Chartered Bank Ghana Limited  
Accra High Street  
P.O. Box 768  
Accra  
GHANA

Standard Chartered Bank Ghana  
Limited, Accra

#### GREECE

HSBC Bank plc  
Messogion 109-111  
11526 Athens  
GREECE

J.P. Morgan AG\*\*  
Frankfurt am Main

#### HONG KONG

JPMorgan Chase Bank, N.A.\*\*  
48th Floor, One Island East  
18 Westlands Road, Quarry Bay  
HONG KONG

JPMorgan Chase Bank, N.A.\*\*  
Hong Kong

#### HUNGARY

Deutsche Bank AG  
Hold utca 27  
H-1054 Budapest  
HUNGARY

ING Bank N.V.  
Budapest

#### \*ICELAND\*

Islandsbanki hf.  
Kirkjusandur 2  
IS-155 Reykjavik  
ICELAND

Islandsbanki hf.  
Reykjavik

\*RESTRICTED SERVICE ONLY. \*

#### INDIA

JPMorgan Chase Bank, N.A.\*\*  
6th Floor, Paradigm 'B' Wing  
Mindspace, Malad (West)  
Mumbai 400 064  
INDIA

JPMorgan Chase Bank, N.A.\*\*  
Mumbai

#### INDONESIA

PT Bank HSBC Indonesia  
WTC 3 Building – 8th floor

PT Bank HSBC Indonesia  
Jakarta

	Jl. Jenderal Sudirman Kav. 29-31 Jakarta 12920 INDONESIA	
<b>IRELAND</b>	JPMorgan Chase Bank, N.A.** 25 Bank Street, Canary Wharf London E14 5JP UNITED KINGDOM	J.P. Morgan AG** Frankfurt am Main
<b>ISRAEL</b>	Bank Leumi le-Israel B.M. 35, Yehuda Halevi Street 65136 Tel Aviv ISRAEL	Bank Leumi le-Israel B.M. Tel Aviv
<b>ITALY</b>	J.P. Morgan Bank (Ireland) PLC (for clients contracting with this entity. Clients contracting with J.P. Morgan Bank Luxembourg S.A. please refer to your issued settlement instructions)** 200 Capital Dock, 79 Sir John Rogerson's Quay Dublin D02 RK57 IRELAND	J.P. Morgan AG** Frankfurt am Main
	BNP Paribas Securities Services SCA (for clients contracting with J.P. Morgan Chase Bank, N.A. and J.P. Morgan (Suisse) SA. Clients contracting with J.P. Morgan Bank Luxembourg S.A. please refer to your issued settlement instructions) Piazza Lina Bo Bardi 3 Milan 20124 ITALY	
<b>JAPAN</b>	Mizuho Bank, Ltd. 2-15-1, Konan Minato-ku Tokyo 108-6009 JAPAN The Bank of Tokyo-Mitsubishi UFJ, Ltd. 1-3-2 Nihombashi Hongoku-cho Chuo-ku Tokyo 103-0021 JAPAN	JPMorgan Chase Bank, N.A.** Tokyo
<b>JORDAN</b>	Standard Chartered Bank Shmeissani Branch Al-Thaqafa Street Building # 2 P.O.BOX 926190 Amman JORDAN	Standard Chartered Bank Amman
<b>KAZAKHSTAN</b>	JSC Citibank Kazakhstan Park Palace, Building A, Floor 2 41 Kazybek Bi Almaty 050010 KAZAKHSTAN	JSC Citibank Kazakhstan Almaty
<b>KENYA</b>	Standard Chartered Bank Kenya Limited Chiromo 48 Westlands Road Nairobi 00100 KENYA	Standard Chartered Bank Kenya Limited, Nairobi
<b>KUWAIT</b>	HSBC Bank Middle East Limited Kuwait City, Qibla Area Hamad Al-Saqr Street, Kharafi Tower	HSBC Bank Middle East Limited Safat

	G/1/2 Floors Safat 13017 KUWAIT	
<b>LATVIA</b>	Access to the market via Clearstream Banking S.A., Luxembourg in its capacity as International Central Securities Depository	J.P. Morgan AG** Frankfurt am Main
<b>LEBANON</b>	HSBC Bank Middle East Limited HSBC Main Building Riad El Solh, P.O. Box 11-1380 1107-2080 Beirut LEBANON	JPMorgan Chase Bank, N.A.** New York
<b>LITHUANIA</b>	Access to the market via Clearstream Banking S.A., Luxembourg in its capacity as International Central Securities Depository	J.P. Morgan AG** Frankfurt am Main
<b>LUXEMBOURG</b>	BNP Paribas Securities Services S.C.A. 33, Rue de Gasperich L-5826 Hesperange LUXEMBOURG	J.P. Morgan AG** Frankfurt am Main
<b>*MALAWI*</b>	Standard Bank Limited, Malawi 1st Floor Kaomba House Cnr Glyn Jones Road & Victoria Avenue Blantyre MALAWI	Standard Bank Limited, Malawi Blantyre
<b>*RESTRICTED SERVICE ONLY.*</b>		
<b>MALAYSIA</b>	HSBC Bank Malaysia Berhad 2 Leboh Ampang 12th Floor, South Tower 50100 Kuala Lumpur MALAYSIA	HSBC Bank Malaysia Berhad Kuala Lumpur
<b>MAURITIUS</b>	The Hongkong and Shanghai Banking Corporation Limited HSBC Centre 18 Cybercity Ebene MAURITIUS	The Hongkong and Shanghai Banking Corporation Limited Ebene
<b>MEXICO</b>	Banco Nacional de Mexico, S.A. Act. Roberto Medellin No. 800 3er Piso Norte Colonia Santa Fe 01210 Mexico, D.F. MEXICO	Banco Santander (Mexico), S.A. Mexico, D.F.
<b>MOROCCO</b>	Société Générale Marocaine de Banques 55 Boulevard Abdelmoumen Casablanca 20100 MOROCCO	Attijariwafa Bank S.A. Casablanca
<b>NAMIBIA</b>	Standard Bank Namibia Limited Mutual Platz 2nd Floor, Standard Bank Centre Cnr. Stroebeel and Post Streets P.O.Box 3327 Windhoek NAMIBIA	The Standard Bank of South Africa Limited, Johannesburg
<b>NETHERLANDS</b>	J.P. Morgan Bank Luxembourg S.A. (for clients contracting with this entity) European Bank & Business Centre, 6, route de Treves Senningerberg L-2633 LUXEMBOURG	J.P. Morgan AG** Frankfurt am Main
	J.P. Morgan Bank Luxembourg S.A. (for clients contracting with JPMorgan Chase Bank, N.A.)**	

	European Bank & Business Centre, 6, route de Treves Senningerberg L-2633 LUXEMBOURG	
	BNP Paribas Securities Services SCA (for clients contracting with J.P. Morgan (Suisse) SA) 3, Rue d'Antin Paris 75002 FRANCE	
	J.P. Morgan Bank (Ireland) PLC (for clients contracting with this entity)** 200 Capital Dock, 79 Sir John Rogerson's Quay Dublin D02 RK57 IRELAND	
<b>NEW ZEALAND</b>	JPMorgan Chase Bank, N.A.** Level 13, 2 Hunter Street Wellington 6011 NEW ZEALAND	Westpac Banking Corporation Wellington
<b>NIGERIA</b>	Stanbic IBTC Bank Plc Plot 1712 Idejo Street Victoria Island Lagos NIGERIA	Stanbic IBTC Bank Plc Lagos
<b>NORWAY</b>	Nordea Bank Norge ASA Essendropsgate 7 PO Box 1166 NO-0107 Oslo NORWAY	Nordea Bank Norge ASA Oslo
<b>OMAN</b>	HSBC Bank Oman S.A.O.G. 2nd Floor Al Khuwair PO Box 1727 PC 111 Seeb OMAN	HSBC Bank Oman S.A.O.G. Seeb
<b>PAKISTAN</b>	Standard Chartered Bank (Pakistan) Limited P.O. Box 4896 Ismail Ibrahim Chundrigar Road Karachi 74000 PAKISTAN	Standard Chartered Bank (Pakistan) Limited, Karachi
<b>PERU</b>	Citibank del Perú S.A. Av. Canaval y Moreryra 480 Piso 4 San Isidro Lima 27 PERU	Citibank del Perú S.A. Lima
<b>PHILIPPINES</b>	The Hongkong and Shanghai Banking Corporation Limited 7/F HSBC Centre 3058 Fifth Avenue West Bonifacio Global City 1634 Taguig City PHILIPPINES	The Hongkong and Shanghai Banking Corporation Limited Taguig City
<b>POLAND</b>	Bank Handlowy w. Warszawie S.A. ul. Senatorska 16 00-923 Warsaw POLAND	mBank S.A. Warsaw
<b>PORTUGAL</b>	BNP Paribas Securities Services S.C.A. Avenida D.João II, Lote 1.18.01, Bloco B,	J.P. Morgan AG** Frankfurt am Main

	7 <sup>o</sup> andar 1998-028 Lisbon PORTUGAL	
<b>QATAR</b>	HSBC Bank Middle East Limited 2nd Floor, Ali Bin Ali Tower Building 150 (Airport Road) PO Box 57 Doha QATAR	HSBC Bank Middle East Limited Doha
<b>ROMANIA</b>	Citibank Europe plc 145 Calea Victoriei 1st District 010072 Bucharest ROMANIA	ING Bank N.V. Bucharest
<b>RUSSIA</b>	J.P. Morgan Bank International (Limited Liability Company)** 10, Butyrsky Val White Square Business Centre Floor 12 Moscow 125047 RUSSIA	JPMorgan Chase Bank, N.A.** New York
<b>SAUDI ARABIA</b>	J.P. Morgan Saudi Arabia Company** Al Faisaliah Tower, Level 8, P.O. Box 51907 Riyadh 11553 SAUDI ARABIA	JPMorgan Chase Bank, N.A. - Riyadh Branch** Riyadh
<b>SERBIA</b>	Unicredit Bank Srbija a.d. Rajiceva 27-29 11000 Belgrade SERBIA	Unicredit Bank Srbija a.d. Belgrade
<b>SINGAPORE</b>	DBS Bank Ltd 10 Toh Guan Road DBS Asia Gateway, Level 04-11 (4B) 608838 SINGAPORE	Oversea-Chinese Banking Corporation, Singapore
<b>SLOVAK REPUBLIC</b>	UniCredit Bank Czech Republic and Slovakia, a.s. Sancova 1/A SK-813 33 Bratislava SLOVAK REPUBLIC	J.P. Morgan AG** Frankfurt am Main
<b>SLOVENIA</b>	UniCredit Banka Slovenija d.d. Smartinska 140 SI-1000 Ljubljana SLOVENIA	J.P. Morgan AG** Frankfurt am Main
<b>SOUTH AFRICA</b>	FirstRand Bank Limited 1 Mezzanine Floor, 3 First Place, Bank City Cnr Simmonds and Jeppe Streets Johannesburg 2001 SOUTH AFRICA	The Standard Bank of South Africa Limited, Johannesburg
<b>SOUTH KOREA</b>	Kookmin Bank Co. Ltd. (Note: Clients please refer to your issued settlement instructions) 84, Namdaemun-ro, Jung-gu Seoul 100-845 SOUTH KOREA	Kookmin Bank Co. Ltd. (Note: Clients please refer to your issued settlement instructions) Seoul
	Standard Chartered Bank Korea Limited (Note: Clients please refer to your issued settlement instructions) 47 Jongro, Jongro-Gu Seoul 3160 SOUTH KOREA	Standard Chartered Bank Korea Limited (Note: Clients please refer to your issued settlement instructions) Seoul

<b>SPAIN</b>	CACEIS Bank Spain, S.A.U. Parque Empresarial La Finca, Paseo Club Deportivo 1, Edificio 4, Planta 2, Pozuelo de Alarcón Madrid 28223 SPAIN	J.P. Morgan AG** Frankfurt am Main
<b>SRI LANKA</b>	The Hongkong and Shanghai Banking Corporation Limited 24 Sir Baron Jayatillaka Mawatha Colombo 1 SRI LANKA	The Hongkong and Shanghai Banking Corporation Limited Colombo
<b>SWEDEN</b>	Nordea Bank AB (publ) Hamngatan 10 SE-105 71 Stockholm SWEDEN	Svenska Handelsbanken Stockholm
<b>SWITZERLAND</b>	UBS Switzerland AG 45 Bahnhofstrasse 8021 Zurich SWITZERLAND	UBS Switzerland AG Zurich
<b>TAIWAN</b>	JPMorgan Chase Bank, N.A.** 8th Floor, Cathay Xin Yi Trading Building No. 108, Section 5, Xin Yi Road Taipei 11047 TAIWAN	JPMorgan Chase Bank, N.A.** Taipei
<b>*TANZANIA*</b>	Stanbic Bank Tanzania Limited Stanbic Centre Corner Kinondoni and A.H.Mwinyi Roads P.O. Box 72648 Dar es Salaam TANZANIA	Stanbic Bank Tanzania Limited Dar es Salaam
<b>*RESTRICTED SERVICE ONLY. *</b>		
<b>THAILAND</b>	Standard Chartered Bank (Thai) Public Company Limited 14th Floor, Zone B Sathorn Nakorn Tower 90 North Sathorn Road Bangrak Silom, Bangrak Bangkok 10500 THAILAND	Standard Chartered Bank (Thai) Public Company Limited Bangkok
<b>TUNISIA</b>	Union Internationale de Banques Societe Generale SA 10, Rue d'Egypte, Tunis Belvedere Tunis 1002 TUNISIA	Banque Internationale Arabe de Tunisie, S.A.,Tunis
<b>TURKEY</b>	Citibank A.S. Inkilap Mah., Yilmaz Plaza O. Faik Atakan Caddesi No: 3 34768 Umraniye- Istanbul TURKEY	JPMorgan Chase Bank, N.A.** Istanbul
<b>UGANDA</b>	Standard Chartered Bank Uganda Limited 5 Speke Road P.O. Box 7111 Kampala UGANDA	Standard Chartered Bank Uganda Limited, Kampala
<b>*UKRAINE*</b>	Joint Stock Company "Citibank" 16-G Dilova Street Kiev 03150 UKRAINE	JPMorgan Chase Bank, N.A.** New York  Joint Stock Company "Citibank" Kiev
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<b>UNITED ARAB</b>	HSBC Bank Middle East Limited	First Abu Dhabi Bank P.J.S.C.

<b>EMIRATES</b>	Emaar Square, Level 4, Building No. 5, P.O. Box 502601 Dubai UNITED ARAB EMIRATES	Dubai
<b>UNITED KINGDOM</b>	JPMorgan Chase Bank, N.A. ** 25 Bank Street, Canary Wharf London E14 5JP UNITED KINGDOM	JPMorgan Chase Bank, N.A. ** London
	Deutsche Bank AG Depository and Clearing Centre 10 Bishops Square London E1 6EG UNITED KINGDOM	Varies by currency
<b>UNITED STATES</b>	JPMorgan Chase Bank, N.A. ** 4 New York Plaza New York NY 10004 UNITED STATES	JPMorgan Chase Bank, N.A. ** New York
<b>URUGUAY</b>	Banco Itaú Uruguay S.A. Zabala 1463 11000 Montevideo URUGUAY	Banco Itaú Uruguay S.A. Montevideo
<b>VIETNAM</b>	HSBC Bank (Vietnam) Ltd. Centre Point 106 Nguyen Van Troi Street Phu Nhuan District Ho Chi Minh City VIETNAM	HSBC Bank (Vietnam) Ltd. Ho Chi Minh City
<b>*WAEMU - BENIN,</b>	Standard Chartered Bank Côte d'Ivoire SA	Standard Chartered Bank Côte d'Ivoire SA
<b>BURKINA FASO, GUINEA-BISSAU,</b>	23 Boulevard de la Republique 1 01 B.P. 1141	Abidjan
<b>IVORY COAST, MALI, NIGER, SENEGAL, TOGO*</b>	IVORY COAST	Abidjan 17
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