

**If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the Company or the suitability for you to invest in the Company, you should consult your stock broker or other independent financial adviser. Prices for shares in the Company may fall as well as rise.**

**Shareholders and prospective investors should note that all or part of the fees and expenses may be charged to the capital of the Company. If all or part of the fees and expenses of the Company are charged to the capital of the Company this would have the effect of lowering the capital value of an investment in the Company. Capital may be eroded and “income” will be achieved by forgoing the potential for future capital growth. Thus, on redemptions of Shares, Shareholders may not receive back the full amount invested.**

The Directors of the Company whose names appear under the heading "Management and Administration" in this Prospectus accept responsibility for the information contained in this Prospectus. 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 Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

## **STONEHAGE FLEMING POOLED INVESTMENTS (IRELAND) PLC**

### **An umbrella fund with segregated liability between sub-funds**

(an open-ended umbrella investment company with variable capital and segregated liability between Funds incorporated with limited liability in Ireland under the Companies Act 2014 with registration number 525228 and established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended.

## **P R O S P E C T U S**

### **Investment Manager**

### **Stonehage Fleming Investment Management Limited**

The date of this Prospectus is 12 April, 2023

## **IMPORTANT INFORMATION**

This Prospectus should be read in conjunction with the Section entitled "Definitions".

### **The Prospectus**

This Prospectus describes Stonehage Fleming Pooled Investments (Ireland) plc (the "Company"), an open-ended investment company with variable capital incorporated in Ireland and authorised by the Central Bank of Ireland (the "Central Bank") as an Undertaking for Collective Investment in Transferable Securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011), as amended. The Company is structured as an umbrella fund and may comprise several portfolios of assets, each portfolio of assets being a "Fund". The share capital of the Company ("Shares") may be divided into different classes of shares.

This Prospectus may only be issued with one or more Supplements, each containing information relating to a separate Fund. Details relating to Classes may be dealt with in the relevant Fund Supplement or in separate Supplements for each Class. Each Supplement shall form part of, and should be read in conjunction with, this Prospectus. To the extent that there is any inconsistency between this Prospectus and any Supplement, the relevant Supplement shall prevail.

The latest published annual and half yearly reports of the Company will be supplied to subscribers free of charge on request and will be available to the public as further described in the section of the Prospectus headed "Reports and Accounts".

### **Authorisation by the Central Bank**

**The Company is authorised by the Central Bank. Authorisation of the Company by the Central Bank shall not constitute a warranty as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company. 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.**

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

The distribution of this Prospectus and the offering of Shares may be restricted in certain jurisdictions. This Prospectus does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorised or the person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of this Prospectus and of any person wishing to apply for Shares to inform himself of and to observe all applicable laws and regulations of the countries of his nationality, residence, ordinary residence or domicile.

The Directors may restrict the ownership of Shares by any person, firm or corporation where such ownership would be in breach of any regulatory or legal requirement or may affect the tax status of the Company. Any restrictions applicable to a particular Fund or Class shall be specified in the relevant

Supplement for such Fund or Class. Any person who is holding Shares in contravention of the restrictions set out above or, by virtue of his holding, is in breach of the laws and regulations of any competent jurisdiction or whose holding could, in the opinion of the Directors, cause the Company or any Shareholder or any Fund to incur any liability to taxation or to suffer any pecuniary disadvantage which any or all of them might not otherwise have incurred or sustained or otherwise in circumstances which the Directors believe might be prejudicial to the interests of the Shareholders, shall indemnify the Company, the Investment Manager, the Depositary, the Administrator and Shareholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the Company.

The Directors have the power under the Articles of Association to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of the restrictions imposed by them as described herein.

#### *United States of America*

There will be no public offering of Shares in the United States. The Shares will not generally be available to US Persons, unless they are, among other things, "accredited investors" (as defined in Rule 501(a) of Regulation D under the US Securities Act of 1933, as amended (the "1933 Act")) and "qualified purchasers" (as defined in Section 2(a) (51) of the US Investment Company Act of 1940, as amended (the "1940 Act")).

The Shares have not been and will not be registered under the 1933 Act or the securities laws of any of the states of the United States, nor is such registration contemplated. The Shares may not be offered, sold or delivered directly or indirectly in the United States or to or for the account or benefit of any US Person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and any applicable state laws. Any re-offer or resale of any of the Shares in the United States or to US Persons may constitute a violation of US law.

There is no public market for the Shares in the United States and no such market is expected to develop in the future. The Shares offered hereby are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Articles, the 1933 Act and applicable state securities law pursuant to registration or exemption therefrom. The Shares are being offered outside the United States pursuant to the exemption from registration under Regulation S under the 1933 Act and inside the United States in reliance on Regulation D promulgated under the 1933 Act and Section 4(2) thereof.

The Company has not been and will not be registered under the 1940 Act pursuant to the provisions of Section 3(c) (7) of the 1940 Act. Under Section 3(c)(7), a privately offered fund is excepted from the definition of "investment company" if US Person security holders consist exclusively of "qualified purchasers" and the Shares are only offered in the US on a private placement basis.

#### *Jersey*

The offer of Shares in this Prospectus is personal to the person to whom this Prospectus is being delivered by or on behalf of the Company, and a subscription for the Shares will only be accepted from

such person. This Prospectus may not be reproduced or used for any other purpose.

The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 8(2) of The Control of Borrowing (Jersey) Order 1958, as amended, to the circulation of the offer herein contained by the Company. It must be distinctly understood that, in giving this consent, the Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Company or for the correctness of any statements made, or opinions expressed, with regard to it. The Jersey Financial Services Commission is protected by The Control of Borrowing (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under that law.

Save as provided elsewhere in this Prospectus, the Directors have taken all reasonable care to ensure that the facts stated in this Prospectus are true and accurate in all material respects, and that there are no other facts the omission of which would make misleading any statement in this Prospectus, whether of facts or of opinion. The Directors accept responsibility accordingly.

### **Reliance on this Prospectus**

Statements made in this Prospectus and any Supplement are based on the law and practice in force in the Republic of Ireland at the date of the Prospectus or Supplement as the case may be, which may be subject to change. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares in the Company shall under any circumstances constitute a representation that the affairs of the Company have not changed since the date hereof. This Prospectus will be updated by the Company to take into account any material changes from time to time and any such amendments will be notified in advance to the Central Bank. Any information or representation not contained herein or given or made by any broker, salesperson or other person should be regarded as unauthorised and should accordingly not be relied upon.

Investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or other matters. You should consult your stockbroker or other professional adviser.

The Key Investor Document for each Class provides important information in respect of that Class, including the applicable risk indicator and charges associated with the relevant Class. Before subscribing for Shares in a Fund, each investor will be required to confirm that they have received the relevant Key Investor Document. A copy of each Key Investor Document is available from <https://www.stonehagefleming.com/investments/funds> or upon request from the Investment Manager.

In deciding whether to invest in the Company, investors should rely on information in this Prospectus, the relevant Key Investor Document and the most recent annual/semi-annual reports.

### **Risk Factors**

Investors should read and consider the section entitled "Risk Factors" in Appendix II before investing in the Company. In addition investors should note that where a Fund's investment policies provide that it may invest a substantial portion of its assets in derivatives it may be subject to the following additional risk:

### *Derivatives Risk*

Each Fund may be subject to risks associated with derivative instruments. A description of the risks associated with investment in derivative instruments is set out in Appendix II of the Prospectus under the heading “Derivatives Risk” and a description of the types of derivatives in which a particular Fund invests will be disclosed in the relevant Supplement.

Derivatives are financial contracts whose value depends on, or is derived from, the value of an underlying asset, reference rate or index. Derivatives will typically be used as a substitute for taking a position in the underlying asset and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Funds may also use derivatives for gaining exposure within the limits set out by the Central Bank, in which case their use would involve exposure risk. A Fund’s use of derivative instruments involves risks different from, or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Derivatives involve the risk of mispricing or improper valuation and the risk that changes in the value of the derivative may not correlate perfectly with the underlying asset, rate or index. A Fund investing in a derivative instrument could lose more than the principal amount invested. Also, suitable derivative transactions may not be available in all circumstances and there can be no assurance that a Fund will engage in these transactions to reduce exposure to other risks when that would be beneficial.

### **Translations**

This Prospectus and any Supplements 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 and Supplements. To the extent that there is any inconsistency between the English language Prospectus/Supplements and the Prospectus/Supplements in another language, the English language Prospectus/Supplements 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 in a language other than English, the language of the Prospectus/Supplement on which such action is based shall prevail.

## DIRECTORY

### STONEHAGE FLEMING POOLED INVESTMENTS (IRELAND) PLC

<b>Directors</b> Michael Berman Vincent Dodd Fiona Mulcahy	<b>Manager</b> Link Fund Manager Solutions (Ireland) Limited, 1 <sup>st</sup> Floor 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 A342 Ireland.
<b>Investment Manager &amp; Promoter</b> Stonehage Fleming Investment Management Limited, 6 St James's Square London, SW1Y 4JU, United Kingdom.	<b>Administrator and Registrar</b> Link Fund Administrators (Ireland) Limited, 1 <sup>st</sup> Floor 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 A342 Ireland.
<b>Depository</b> The Bank of New York Mellon SA/NV, Dublin Branch, Riverside Two, Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, D02 KV60 Ireland.	<b>Company Secretary</b> Tudor Trust Limited, 33 Sir John Rogerson's Quay, Dublin 2, D02 XK09 Ireland.
<b>Auditors</b> Deloitte Ireland LLP Deloitte & Touche House Earlsfort Terrace Dublin 2 D02 AY28 Ireland	<b>Legal Advisers in Ireland</b> Dillon Eustace, 33 Sir John Rogerson's Quay, Dublin 2, D02 XK09 Ireland.
<b>Registered Office</b> 33 Sir John Rogerson's Quay, Dublin 2, D02 XK09 Ireland.	<b>Tax Advisers in relation to Taxation in the United Kingdom</b> PricewaterhouseCoopers, One Spencer Dock, North Wall Quay, Dublin 1, Ireland.

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## DEFINITIONS

In this Prospectus the following words and phrases have the meanings set forth below:

All references to a specific time of day are to Irish time

"Accounting Date"	means the date by reference to which the annual accounts of the Company shall be prepared and shall be 31 December in each year or such other date as the Directors may from time to time decide.
"Accounting Period"	means a period ending on the Accounting Date and commencing, in the case of the first such period on the date of incorporation of the Company and, in subsequent such periods, on the day following expiry of the last Accounting Period.
"Act"	means the Companies Act 2014 and every amendment or re-enactment of the same.
"Administrator"	means Link Fund Administrators (Ireland) Limited or any successor appointed by the Company in accordance with the requirements of the Central Bank.
"Administration Agreement"	means the administration agreement made between the Company, the Manager and the Administrator dated 9 <sup>th</sup> August, 2013, as may be amended and restated from time to time.
"AIMA"	means the Alternative Investment Management Association.
"Application Form"	means any application form to be completed by subscribers for Shares as prescribed by the Company from time to time.
"Articles"	means the Memorandum and Articles of Association of the Company as amended from time to time in accordance with the requirements of the Central Bank.
"Auditors"	means Deloitte, or other such auditor duly appointed in succession thereto.
"Base Currency"	means the currency of account of a Fund as specified in the relevant Supplement relating to that Fund.

"Business Day"	means in relation to a Fund such day or days as shall be so specified in the relevant Supplement for that Fund.
"Central Bank"	means the Central Bank of Ireland.
"Central Bank UCITS Regulations"	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 as may be amended, consolidated or substituted from time to time.
"Class"	means a particular division of Shares in a Fund.
"Company"	means Stonehage Fleming Pooled Investments (Ireland) plc.
"Country Supplement"	means a supplement to this Prospectus specifying certain information pertaining to the offer of Shares of the Company or a Fund or Class in a particular jurisdiction or jurisdictions.
"Depository"	means The Bank of New York Mellon SA/NV, Dublin Branch or any successor appointed by the Company in accordance with the requirements of the Central Bank.
"Depository Agreement"	means the amended and restated depository agreement made between the Company and the Depository dated 13 October, 2016 and as may be further amended, supplemented, modified or restated from time to time.
"Dealing Day"	means in relation to a Fund such day or days (being not less than one every fortnight) as shall be specified in the relevant Supplement for that Fund.
"Dealing Deadline"	means in relation to a Fund, such time on any Dealing Day as shall be specified in the relevant Supplement for the Fund.
"Directors"	means the directors of the Company or any duly authorised committee or delegate thereof.
"EEA"	means the countries for the time being comprising the European Economic Area (being at the date of this Prospectus, European Union Member States, Norway, Iceland and Liechtenstein).

"ESG"	means environmental, social and governance.
"ESMA"	means the European Securities and Markets Authority.
"Exempt Irish Investor"	means "Exempt Irish Investor" as defined in the Section entitled "TAXATION".
"FCA"	means the Financial Conduct Authority of the United Kingdom.
"FSMA"	means the United Kingdom Financial Services and Markets Act 2000 and every amendment or re-enactment of the same.
"Fund"	means a sub-fund of the Company which is established by the Directors from time to time with the prior approval of the Central Bank the assets of which are invested in accordance with the investment objective and policies applicable to such sub-fund.
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council.
"Hedged Share Class"	A Class of Shares in respect of which the Company will conduct currency hedging transactions, the benefits and costs of which will accrue solely to the holders of Shares in that Class.
"Initial Price"	means the initial price payable for a Share as specified in the relevant Supplement for each Fund.
"Intermediary"	means "Intermediary" as defined in the section entitled "TAXATION".
"Investment Manager"	means Stonehage Fleming Investment Management Limited or any successor appointed by the Company in accordance with the requirements of the Central Bank.
"Investment Management Agreement"	means the investment management and distribution agreement made between the Company, the Manager and Stonehage Investment Partners LLP dated 9 <sup>th</sup> August, 2013, as novated to the Investment Manager by a novation agreement made between each of the Manager, the Investment Manager, Stonehage

Investment Partners LLP and the Company dated 31 December, 2015.

"IOSCO"	means the International Organisation of Securities Commissions.
"Ireland"	means the Republic of Ireland.
"Irish Resident"	means "Irish Resident" as defined in the section entitled "TAXATION".
"Key Investor Document"	means a key investor document prepared in accordance with Regulation 1286/2014 as amended or a key investor information document prepared in accordance with the UCITS Regulations.
"Manager"	means Link Fund Manager Solutions (Ireland) Limited or any successor appointed by the Company in accordance with the requirements of the Central Bank.
"Management Agreement"	means the management agreement made between the Company and the Manager dated 9 <sup>th</sup> August, 2013, as amended.
"Member"	means a Shareholder or a person who is registered as the holder of one or more non-participating shares in the Company.
"Member State"	means a member state of the European Union.
"Minimum Holding"	means the minimum number or value of Shares which must be held by Shareholders in a Fund as specified in the relevant Supplement.
"Minimum Subscription"	means the minimum initial subscription for Shares in a Fund as specified in the relevant Supplement.
"Minimum Transaction Size"	means the minimum transaction size for Shares in a Fund as specified in the relevant Supplement.
"Money Market Instruments"	means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time.

"Net Asset Value"	means the Net Asset Value of a Fund or attributable to a Class (as appropriate) calculated as referred to herein.
"Net Asset Value per Share"	means the Net Asset Value of a Fund determined as at the Valuation Point on or with respect to the relevant Dealing Day divided by the number of Shares in issue or deemed to be in issue in that Fund or the Net Asset Value attributable to a Class divided by the number of Shares issued or deemed to be issued in that Class rounded to such number of decimal places as the Directors may determine.
"OECD Member Country"	means a state which is a member of the Organisation for Economic Co-operation and Development, being at the date of this Prospectus each of Australia, Austria, Belgium, Canada, Chile, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.
"OTC"	means over-the-counter.
"Ordinarily Resident in Ireland"	means "Ordinarily Resident in Ireland" as defined in the section entitled "TAXATION".
"Paying Agent"	means one or more paying agents appointed by the Company in accordance with the requirements of the Central Bank.
"Paying Agency Agreement"	means one or more Paying Agency Agreements made between the Company and one or more Paying Agents.
"Prospectus"	means the prospectus of the Company and any Supplements and addenda thereto issued in accordance with the requirements of the UCITS Regulations.
"Recognised Clearing System"	means "Recognised Clearing System" as defined in the section entitled "TAXATION".
"Recognised Exchange"	means the stock exchanges or markets set out in Appendix III.

"Relevant Declaration"	means "Relevant Declaration" as defined in the section entitled "TAXATION".
"Relevant Period"	means "Relevant Period" as defined in the section entitled "TAXATION".
"Settlement Date"	in respect of receipt of monies for payment of subscriptions or payment of monies for repurchase of shares, the date specified in the relevant Supplement.
"SFDR"	means EU Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector.
"Share"	means a participating share or, save as otherwise provided in this Prospectus, a fraction of a participating share in the capital of the Company designated in one or more Funds or Classes.
"Shareholder"	means a person who is registered as the holder of Shares in the register of Shareholders for the time being kept by or on behalf of the Company.
"Specified US Person"	means (i) a US citizen or resident individual, (ii) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof (iii) a trust if (a) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (b) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States excluding (1) a corporation the stock of which is regularly traded on one or more established securities markets; (2) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i); (3) the United States or any wholly owned agency or instrumentality thereof; (4) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (5) any organization exempt from taxation under section 501(a) or an individual retirement plan as defined in

section 7701(a)(37) of the U.S. Internal Revenue Code; (6) any bank as defined in section 581 of the U.S. Internal Revenue Code; (7) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code; (8) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (9) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code; (10) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code; (11) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; or (12) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code. This definition shall be interpreted in accordance with the US Internal Revenue Code.

"Supplement"

means a supplement to this Prospectus specifying certain information in respect of a Fund and/or one or more Classes.

"Sustainability Risk"

means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investments made by a Fund. Such risk is principally linked to: Climate-related events resulting from climate change (the so-called physical risks) or to the society's response to climate change (the so-called transition risks), which may result in unanticipated losses that could affect a Fund's investments and financial condition. Social events (e.g. inequality, inclusiveness, labour relations, investment in human capital, accident prevention, changing customer behaviour, etc.) or governance shortcomings (e.g. recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into sustainability risks.

"Taxes Act"

means "Taxes Act" as defined in the section entitled "TAXATION".



"Taxonomy Regulation"	Regulation (EU) 2020/852 Of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088.
"UCITS"	means an undertaking for collective investment in transferable securities, the sole object of which is the collective investment in transferable securities and/or other liquid financial assets referred to in Regulation 68 of the UCITS Regulations of capital raised from the public and which operates on the principle of risk spreading.
"UCITS Directive"	means Directive 2009/65/EEC of the European Parliament and of the Council, as amended by Directive 2014/91/EU of 23 <sup>rd</sup> July, 2014 as may be further amended, consolidated or substituted from time to time.
"UCITS Regulations"	means 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 (S.I. No. 143 of 2016) and as may be further amended consolidated or substituted from time to time and any regulations or notices issued by the Central Bank pursuant thereto for the time being in force.
"UK"	means the United Kingdom of Great Britain and Northern Ireland.
"Umbrella Cash Account"	means a cash account designated in a particular currency opened in the name of the Company on behalf of all Funds into which (i) subscription monies received from investors who have subscribed for Shares are deposited and held until Shares are issued as of the relevant Dealing Day; and (ii) redemption monies due to investors who have redeemed Shares are deposited and held until paid to the relevant investors; and (iii) dividend payments owing to Shareholders are deposited and held until paid to such Shareholders.
"Unhedged Share Class"	A Class of Shares where Shares may be subscribed for, dividends are calculated and paid and repurchase proceeds are paid in a currency other than the Base

Currency of the relevant Fund on the basis of a currency conversion at the prevailing spot currency exchange rate of the Base Currency of the Fund for the currency of the relevant Class.

"United States"

means the United States of America (including the States and the District of Colombia) its territories, possessions and all other areas subject to its jurisdiction.

"US Person"

means a US Person as defined in Regulation S under the 1933 Act and CFTC Rule 4.7.

"Valuation Point"

means such time as shall be specified in the relevant Supplement for each Fund by reference to which the Net Asset Value shall be calculated on or such other time as the Directors may determine and notify Shareholders provided that the Valuation Point shall not be prior to the Dealing Deadline. Shareholders will be notified in advance of any change of Valuation Point.

"VAT"

means Value Added Tax as defined in the Value Added Tax Consolidation Act 2010 as amended and updated from time to time.

In this Prospectus, all references to € or Euro are to the lawful unit of single currency in certain member states of the European Union, all references to "USD", "US Dollar" or "US \$" are to the lawful currency of the United States and all references to "STG", "Sterling" or "STG £" are to the lawful currency of the United Kingdom.

## 1. THE COMPANY

### General

The Company is an open-ended investment company with variable capital, incorporated in Ireland on 19 March, 2013 under the Act with registration number 525228. The Company has been authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations.

The Company is structured as an umbrella fund consisting of different Funds each comprising one or more Classes. The Shares issued in each Fund will rank *pari passu* with each other in all respects provided that they may differ as to certain matters including currency of denomination, hedging strategies if any applied to the currency of a particular Class, dividend policy, the level of fees and expenses to be charged, subscription or redemption procedures or the Minimum Subscription and Minimum Holding applicable. The assets of each Fund will be invested separately on behalf of each Fund in accordance with the investment objective and policies of each Fund. A separate portfolio of assets is not maintained for each Class. The investment objective and policies and other details in relation to each Fund are set out in the relevant Supplement which forms part of and should be read in conjunction with this Prospectus.

The Base Currency of each Fund is specified in the relevant Supplement. Any conversion from the designated currency of a particular Class to the Base Currency of the relevant Fund upon subscription, redemption, conversion or payment of distribution or otherwise, shall take place at the prevailing exchange rates as quoted by the Administrator. The value of any shares expressed in the designated currency of a particular Class will be subject to exchange rate risk in relation to the Base Currency. At the date of this Prospectus the Company has established the Funds and Classes with the respective currencies listed in the Supplements. Additional Funds in respect of which a Supplement or Supplements will be issued may be established by the Directors with the prior approval of the Central Bank. Additional Classes in respect of which a Supplement or Supplements will be issued may be established by the Directors and notified to and cleared in advance with the Central Bank or otherwise must be created in accordance with the requirements of the Central Bank. As at the date of this Prospectus the Company has three Funds, namely: Stonehage Fleming Global Best Ideas Equity Fund, Stonehage Fleming Global Multi-Asset Portfolio and Stonehage Fleming Global Responsible Investment Fund.

The proceeds from the issue of Shares in a Fund shall be applied in the records and accounts of the Company for that Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to that Fund subject to the provisions of the Articles. The assets of a Fund will be invested separately in accordance with the investment objective and policies of that Fund as set out in the relevant supplement. A separate pool of assets is not maintained in respect of a Class of Shares.

Each Fund will be treated as bearing its own liabilities. The Company is not liable as a whole to third parties, provided however, that if circumstances exist in which an asset or liability cannot be considered as attributable to a particular Fund, such assets or liability shall be allocated between all Funds pro-rata to their Net Asset Value at the time of allocation.

The assets and liabilities of the Company shall be allocated to each Fund in the following manner:

- (i) for each Fund, the Company shall keep separate books and records in which all transactions relating to the relevant Fund shall be recorded and, in particular, the proceeds from the issue of Shares in each Fund shall be applied in the books of the Company to that relevant Fund, and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions below;
- (iii) where the Company incurs a liability which relates to any asset of a particular Fund or to any action taken in connection with an asset of a particular Fund, such liability shall be allocated to the relevant Fund;
- (iv) 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 to determine the basis upon which such asset or liability shall be allocated between the Funds;

provided that all liabilities shall (in the event of a winding up of the Company or a repurchase of all of the Shares of the Fund) be binding on the relevant Fund to which they are attributable.

The Company or the Manager acting on behalf of the Company has established cash accounts designated in different currencies at umbrella level in the name of the Company into which subscription monies received from investors of all of the Funds shall be lodged, redemption monies due to investors who have redeemed shall be deposited and pending payment to the relevant Shareholders, dividend payments shall also be paid. Each of these cash accounts are defined herein as Umbrella Cash Accounts. All subscriptions, redemptions or dividends payable to or from the relevant Fund will be channelled and managed through such Umbrella Cash Accounts and no such cash accounts shall be operated at the level of each individual Fund. However, the Company will ensure that the amounts within an Umbrella Cash Account whether positive or negative can be attributed to the relevant Fund in order to comply with the requirement of the Articles of the Company that the assets and liabilities of each Fund are kept separate from all other Funds and that separate books and records are maintained for each Fund in which all transactions relevant to a Fund are recorded.

Further information relating to such accounts is set out in the sections below entitled (i) *“Application for Shares” – “Operation of Umbrella Cash Accounts in the name of the Company”*; (ii) *“Redemption of Shares” – “Operation of Umbrella Cash Accounts in the name of the Company”*; and (iii) *“Dividends and Distributions”*, respectively. In addition, your attention is drawn to the section of the Prospectus entitled *“Risk Factors” – “Operation of and Fund assets held in Umbrella Cash Accounts”*.

The Company has been established as an umbrella company with segregated liability between Funds. As a result, neither the Company nor any Director, receiver, examiner, liquidator or other person shall apply nor be obliged to apply, the assets of any one Fund in satisfaction of any liability incurred on behalf or attributable to any other Fund. In addition, although each Fund is not a separate legal person:- (i) the Company may sue and be sued in respect of a particular Fund and may exercise the same rights of set-off, if any, between the Funds as apply at law in respect of companies; (ii) the property of a Fund

is subject to orders of the court as if the Fund were a separate legal person; and (iii) each Fund may be wound-up as if it were a separate legal person, provided always that the appointment of a liquidator and the powers, rights, duties and responsibilities of the liquidator shall be confined to the Fund which is being wound-up.

### **Investment Objective and Policies**

The specific investment objective and policies of each Fund will be set out in the relevant Supplement to this Prospectus and will be formulated by the Directors at the time of creation of the relevant Fund. There can be no assurance that a Fund will achieve its investment objective.

The investment return to Shareholders of a particular Fund is related to the Net Asset Value of that Fund which in turn is primarily determined by the performance of the portfolio of assets held by that Fund.

The investment objective of a Fund, as disclosed in the relevant Supplement, may not be altered and material changes in the investment policy of a Fund, as disclosed in the relevant Supplement, may not be made without the prior written approval of all Shareholders or without the approval of Shareholders on the basis of a majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held. In the event of a change of the investment objective and/or a material change of investment policy of a Fund, on the basis of a majority of votes cast at a general meeting, Shareholders in the relevant Fund will be given reasonable notice of such change to enable them redeem their Shares prior to implementation of such a change. In accordance with the requirements of the Central Bank, material changes to the content of the Prospectus and non-material amendments to the investment policy of a Fund shall be notified to Shareholders in the next set of periodic accounts.

The list of Recognised Exchanges on which a Fund's investments in securities and financial derivative instruments, other than permitted investments in unlisted securities and over the counter derivative instruments, will be listed or traded is set out in Appendix III.

### **Profile of a Typical Investor**

The profile of a typical investor for each Fund shall be set out in the Supplement for the relevant Fund.

### **Derivative Instruments**

The Company, on behalf of any of its Funds, may invest in financial derivative instruments for the purposes of efficient portfolio management and for investment purposes (as separately outlined in the relevant Supplement) in each case under and in accordance with conditions or requirements imposed by the Central Bank. The financial derivative instruments in which the Company, on behalf of any of its Funds, may invest and the expected effect of investment in such financial derivative instruments on the risk profile of a Fund are disclosed in the relevant Supplement. The purpose of any such investment will be disclosed in the Supplement for the relevant Fund. If other financial derivative instruments may be invested in for a particular Fund, such instruments and their expected effect on the risk profile of

such Fund and the extent to which a Fund will be leveraged through the use of financial derivative instruments will be disclosed in the relevant Supplement.

For the purpose of providing margin or collateral in respect of transactions in financial derivative instruments, the Depositary may, on the instructions of the Investment Manager, transfer, mortgage, charge or encumber any assets or cash forming part of the relevant Fund.

In accordance with the requirements of the Central Bank, the Investment Manager will employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to financial derivative positions and details of this risk management process is described in a statement, a copy of which has been provided to the Central Bank in accordance with its requirements. The Investment Manager will not utilise financial derivatives which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared by the Central Bank. The Company and/or the Manager will provide on request to Shareholders supplementary information relating to the risk management methods employed by the Investment Manager including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments. Information on financial derivatives used for each Fund will be included in the Company's semi-annual and annual reports and accounts. The commitment approach will be used in calculating the global exposure of the Company or any of its Funds unless otherwise stated in the relevant Supplement.

In accordance with the requirements of the Central Bank the Investment Manager will also employ a collateral management policy for and on behalf of the Company and each Fund in respect of collateral received in respect of OTC financial derivative transactions whether used for investment or for efficient portfolio management purposes. Any collateral received by the Company for and on behalf of a Fund on a title transfer basis shall be held by the Depositary. For other types of collateral arrangements, the collateral may be held with a third party depositary which is subject to prudential supervision and which is unrelated to the collateral provider. Particulars of the collateral management policy to be employed in respect of a Fund shall be disclosed in the relevant Supplement.

### **Principal Adverse Impacts of Investment Decisions**

In accordance with Article 7(2) of the SFDR, EU-based financial market participants are required to confirm if they consider principal adverse impacts of investment decisions on sustainability factors for the financial products they manage. In this regard, the Manager has confirmed that because it delegates the portfolio management function of the funds under its management, it does not consider the adverse impacts of investment decisions on sustainability factors at this time. This is due to the size and scale of its activities. In addition, investment decisions for the Funds are made by the Investment Manager.

### **Investment Restrictions**

Investment of the assets of each Fund must comply with the UCITS Regulations. The Directors may impose further restrictions in respect of any Fund. The investment and borrowing restrictions applying to the Company and each Fund are set out in Appendix I. Each Fund may also hold ancillary liquid assets.

## **Borrowing Powers**

The Company may only borrow on a temporary basis and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of each Fund. Subject to this limit and any other lower limits as may be disclosed in the Supplement for a Fund the Directors may exercise all borrowing powers on behalf of the Company. In accordance with the provisions of the UCITS Regulations the Company may mortgage, charge or otherwise encumber its assets as security for such borrowings.

## **Changes to Investment and Borrowing Restrictions**

It is intended that the Company shall have the power (subject to the prior approval of the Central Bank) to avail itself of any change in the investment and borrowing restrictions specified in the UCITS Regulations which would permit investment by the Company in securities, derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations.

## **Hedged Classes**

Hedged Share Classes enter into certain currency related transactions in order to mitigate the exchange rate risk between the Base Currency of a Fund and the currency in which the relevant Hedged Share Class is denominated where that designated currency is different to the Base Currency of the relevant Fund.

Where specified in the relevant Supplement, the Company may also enter into derivative transactions in respect of such Hedged Shares Classes in order to hedge against exchange rate fluctuation risks between the designated currency of the Hedged Share Class and the currencies in which the relevant Fund's assets may be denominated.

Any financial derivative instruments used to implement such strategies with respect to one or more Hedged Share Classes shall be assets/liabilities of a Fund as a whole but any income arising will be attributable to the relevant Hedged Share Class(es) and the gains/losses on and the costs of the relevant financial derivative instruments will accrue solely to the relevant Hedged Share Class.

Any currency exposure of a Hedged Share Class may not be combined with, or offset against, that of any other Hedged Share Class of a Fund. The currency exposure of the assets attributable to a Hedged Share Class may not be allocated to other Classes.

Where there is more than one Hedged Share Class in a Fund denominated in the same currency (which is a currency other than the Base Currency of the relevant Fund) and it is intended to hedge the foreign currency exposure of such Hedged Share Classes against the Base Currency of the relevant Fund or against the currencies in which the Fund's assets are denominated, the Fund may aggregate the foreign exchange transactions entered into on behalf of such Hedged Share Classes and apportion the gains/losses on and the costs of the relevant financial derivative instruments pro rata to each such Hedged Share Class in the relevant Fund.

Where the Company seeks to hedge against currency fluctuations at Class level, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Company. However, over-hedged positions will not exceed 105% of the Net Asset Value of the Class and under-hedged positions shall not fall short of 95% of the portion of the Net Asset Value of the Class which is to be hedged against currency risk. Hedged positions will be reviewed daily to ensure that over-hedged positions do not exceed 105% of the Net Asset Value of the relevant Hedged Share Class and that any position materially in excess of 100% of Net Asset Value will not be carried forward from month to month. Under-hedged positions will also be kept under review to ensure that such positions are not carried forward from month to month.

To the extent that hedging is successful for a particular Class, the performance of the Hedged Share Class is likely to move in line with the performance of the underlying assets with the result that investors in that Hedged Share Class will not gain if the Class currency falls against the Base Currency and/or the currency in which the assets of the particular Fund are denominated.

The currency hedging strategy will be monitored and adjusted in line with the valuation cycle at which investors are able to subscribe to and redeem from the relevant Fund. Investors' attention is drawn to the risk factor below entitled "Share Currency Designation Risk".

Investors should also note that the hedging of Hedged Share Classes is distinct from any currency hedging strategies that the Investment Manager may implement at Fund level, the risks associated with which are described below under "Currency Risk".

## **Dividends and Distributions**

The Directors are empowered to declare and pay dividends on Shares issued in any Class or Fund in the Company. Dividends may be paid out of the net income of a Fund (whether in the form of dividends received, interest or otherwise) and net realised and unrealised gains (i.e. realised and unrealised capital gains net of all realised and unrealised losses) of the Fund, subject to certain adjustments. The dividend policy for each Fund or Class will be set out in the relevant Supplement. Dividends which remain unclaimed for six years from the date on which they become payable will be forfeited. On forfeiture such dividends will become part of the assets of the Fund to which they relate. Application may be made for certain Share Classes to be created as "reporting funds" for the purpose of United Kingdom Taxation as defined in the relevant Supplements to this Prospectus.

Pending payment to the relevant Shareholder, dividend payments will be held in an account in the name of the Company (herein defined as an Umbrella Cash Account) and will be treated as an asset attributable to the relevant Fund until paid to that Shareholder and will not benefit from the application of any investor money protection rules (i.e. the distribution monies in such circumstances will not be held on trust for the relevant Shareholder). In such circumstances, the Shareholder will be an unsecured creditor of the Company in respect of the relevant Fund with respect to the distribution amount held by the Company until paid to the Shareholder and the Shareholder entitled to such dividend amount will be an unsecured creditor of the Company in respect of the relevant Fund.



In the event of an insolvency of the Company or the relevant Fund, there is no guarantee that the Company or the relevant Fund will have sufficient funds to pay unsecured creditors in full. Shareholders due dividend monies which are held in an Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore in such circumstances, the Shareholder may not recover all monies originally paid into an Umbrella Cash Account for onward transmission to that Shareholder.

Your attention is drawn to the section of the Prospectus entitled “Risk Factors” – “Operation of and Fund Assets held in Umbrella Cash Accounts” and “*Risk of Loss of Investor Money pre-issue and post-redemption of Shares*” below.

In the event that distributions payable cannot be paid out to an investor, for example where anti-money laundering documentation is not provided or an investor cannot be contacted, it is the responsibility of the investor to ensure all necessary documentation and information required to resolve the issue is provided promptly and is complete and accurate, so that the distributions payable may be released in a timely manner.

#### **Publication of Net Asset Value per Share**

The up to date Net Asset Value per Share will be made available on the internet at <https://www.stonehagefleming.com/investments/funds> and updated following each calculation of Net Asset Value. In addition, the Net Asset Value per Share may be obtained from the Administrator during normal business hours.

## 2. MANAGEMENT AND ADMINISTRATION

The Directors control the affairs of the Company and are responsible for the formulation of investment policy. The Directors have delegated certain of their duties to the Manager, the Administrator and the Investment Manager.

### The Manager

The Company has appointed Link Fund Manager Solutions (Ireland) Limited as its manager pursuant to the Management Agreement. Under the terms of the Management Agreement, the Manager has responsibility for the management and administration of the Company's affairs and distribution of the Shares, 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 is a private limited company, incorporated in Ireland on 22 February, 2006 under registration number 415879 and is ultimately owned by Link Group. The Manager is authorised and regulated by the Central Bank. The Manager currently acts as manager to a number of Irish UCITS and as alternative investment fund manager to other collective investment schemes. As at June 2020, Link Group's Fund Solutions division had assets under management and administration in totaling approximately €131 billion. The Manager meets its capital adequacy requirements by means of retained reserves, a capital contribution and subordinated loan from its parent company, which is approved by the Central Bank.

The directors of the Manager and a summary of their details are set out below:

**Michael Greaney** is Managing Director and Financial Director of the Manager having joined the company in July 2006. Prior to this, Michael spent seven years with ABN Amro in various roles. He was seconded to ABN Dublin in 2005 to act as Deputy CFO, having previously headed up their Shared Services operation in Manchester. Prior to this, he worked in various senior roles in ABN's London operation. He has over twenty years' experience working in financial services having previously worked in West Landesbank and Lloyds TSB. Michael is a Chartered Accountant (FCA), having qualified while working for an audit firm in July '96. Michael is also a Director of the Administrator.

**Donard McClean** (Irish), independent non-executive director and Chairman of the Manager, has worked in the Financial Services Industry since 1989 and is an independent director for funds and fund management companies. From 2006 to 2018 he was CEO and Ireland Location Head for MUFG Investor Services (formerly UBS). During this time, he organized and managed all aspects of the UBS and MUFG business in Ireland and was a member of global compliance, operations and client services committees. He was a board director of fund services entities in Ireland (IIA and MiFID licensed), Isle of Man, Cayman and Jersey. He was also a non-executive director on several UCITS and non-UCITS umbrella funds as well as a fund management company. He has expert knowledge of the Funds Industry in Ireland and internationally especially in relation to risk, compliance and governance across fund administration, custody, management company, asset management and associated banking services. Prior to his role with UBS, Donard spent nine years with Fortis Prime Fund Solutions where he was

director of Operations with responsibility for administration, custody and back-office banking operations. Prior to Fortis he started his career as an auditor with Coopers and Lybrand Channel Islands. Donard is a Fellow of the Chartered Association of Certified Accountants, holds a BA in Economics and Politics from UCD as well as a Post Graduate Diploma in Business Studies from the Michael Smurfit School of Business UCD.

**Conor Meehan** (Irish) is Country Head of Link Fund Solutions in Ireland and is the Managing Director of Link Fund Administrators (Ireland) Limited and an Executive Director of Link Fund Manager Solutions (Ireland) Limited. Conor joined Link Fund Solutions (Previously Capita Fund Solutions) in August 2006 and was instrumental in the set-up of what is now, Link Fund Manager Solutions (Ireland) Limited and Link Fund Administrators (Ireland) Limited. Conor has over 19 years in the funds industry, and prior to his role in Link, held a senior position in another fund administration company. Conor is a qualified accountant (FCCA) and is a member of various industry committee.

The Manager's company secretary is Link Fund Administrators (Ireland) Limited.

## **Directors**

The Company shall be managed and its affairs supervised by the Directors all of whom are non-executive directors of the Company and whose details are set out below:-

**Vincent Dodd**, Irish resident, has over 25 years' experience in fund management, fund administration, and private banking. He currently serves as a specialist independent director to a number of Irish and international financial services companies, UCITS, and exchange listed mutual funds. Mr. Dodd was Head of Private Banking at KBC Bank in Ireland from 1997 to 2003. Before joining KBC Bank, he was Head of Business Development at Bank of Ireland Securities Services, the administration arm of Bank of Ireland, from 1993 to 1997. He was a senior manager in the Private Clients Group of Bank of Ireland from 1991 to 1993. From 2003 to 2008, Mr. Dodd was a senior consultant and director of a number of boutique advisory companies working with family offices, corporate and private institutions in the Irish market. Mr. Dodd received his BA in Economics and Politics from University College Dublin in 1986, and his DBA in Corporate Finance and Business Administration in 1987 from Queens University Belfast. Mr. Dodd completed the Professional Diploma in Corporate Governance at the Smurfit Business School at U.C.D in 2010.

**Michael Berman**, UK resident, is the Head of Client Management for Stonehage Fleming Investment Management Limited in London and Jersey and a member of the Group Investment Management Executive Committee. He joined the group in 2003 as Client Relationship Manager and is responsible for the relationships of many of our large UK based families. As part of his role Michael chaired the Committee which set up family investment vehicles, including that of the founding family.

**Fiona Mulcahy**, an Irish resident, is an Independent Non- Executive Director and Chair of a number of Irish authorised entities with over 25 years' experience in the investment funds industry. Ms Mulcahy has over 15 years' experience serving on a wide range of financial services entity boards, as Non-Executive Director, Chair and Audit Committee Member. Ms Mulcahy was formerly a Partner with Dillon Eustace Solicitors, where she worked principally in the area of financial services, banking and corporate

finance. Prior to joining Dillon Eustace, Ms Mulcahy was an associate at the law firm Cawley Sheerin Wynne and an assistant solicitor at the London office of the law firm CMS Cameron McKenna Nabarro Olswang LLP. Ms Mulcahy graduated with an Honours Law Degree from University College Dublin and is qualified as a Solicitor. Ms Mulcahy received a Certificate (Cert IoD) and a Diploma in Company Direction (Dip IoD) from the Institute of Directors in 2012.

### **Investment Manager**

The Manager has appointed Stonehage Fleming Investment Management Limited as investment manager with discretionary powers pursuant to the Investment Management Agreement. Under the terms of the Investment Management Agreement, the Investment Manager is responsible, subject to the overall supervision and control of the Directors, for managing the assets and investments of the Company in accordance with the investment objective and policies of each Fund. The Company shall not be liable for any actions, costs, charges, losses, damages or expenses arising as a result of the acts or omissions of the Investment Manager or for its own acts or omissions in following the advice or recommendations of the Investment Manager. Under the terms of the Investment Management Agreement the Investment Manager has been appointed by the Manager to act as distributor of the Shares of the Company. No distribution or sub-distribution fees will be charged unless otherwise stated in the relevant Supplement.

The Investment Manager is a private limited company incorporated under the laws of England and Wales on 5 July, 2000 and is regulated by the FCA in the conduct of financial services and investment management activities. The Investment Manager is a wholly owned subsidiary of Stonehage Fleming (UK) Limited. Stonehage Fleming (UK) Limited is the UK holding company within the Stonehage Fleming Family & Partners Group and is a wholly owned subsidiary of Stonehage Fleming Financial Services Holding Limited, a Jersey company. The Investment Manager has also obtained clearance from the Central Bank to act as discretionary investment manager in respect of the Company.

The Investment Manager provides investment management services through discretionary, advisory, execution only and other bespoke mandates, for private individuals, family offices, charities and trustees with assets under management and advice of more than USD 19 billion.

### **Administrator**

The Manager has appointed Link Fund Administrators (Ireland) Limited to act as administrator of the Company and each Fund.

The Administrator is responsible for performing the day to day administration of the Company including the registrar and transfer agency function and for providing fund accounting for the Company, including the calculation of the Net Asset Value of each Fund and the Net Asset Value per Share.

The Administrator is a private limited company. It was incorporated in Ireland on 22 February 2006 and is ultimately owned by Link Group. The authorised share capital of the Administrator is €150,000. The Administrator is authorised and regulated by the Central Bank. The main activities of the Administrator are to provide administration, registrar and transfer agency services to other collective investment

schemes.

### **Company Secretary**

Tudor Trust Limited has been appointed as Company Secretary.

### **Depositary**

The Company has appointed The Bank of New York Mellon SA/ NV, Dublin Branch as depositary of all of its assets pursuant to the Depositary Agreement.

The Depositary is a private limited liability company incorporated in Ireland on 13<sup>th</sup> October 1994. The principal activity of the Depositary is to act as the depositary and trustee of the assets of collective investment schemes. The Depositary is authorised by the Central Bank under the Investment Intermediaries Act, 1995.

The Depositary is a wholly-owned indirect subsidiary of The Bank of New York Mellon Corporation. The Bank of New York Mellon Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in 36 countries and serving more than 100 markets. The Bank of New York Mellon Corporation is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. As at 31 December 2022, it had US\$44.3 trillion in assets under custody and/or administration and US\$1.8 trillion in assets under management.

The Depositary's main activity is to act as trustee and depositary of collective investment schemes such as the Company.

#### *Duties of the Depositary*

The duties of the Depositary are to provide safekeeping, oversight and asset verification services in respect of the assets of the Company and each Fund in accordance with the provisions of the UCITS Regulations. The Depositary will also perform cash monitoring activities in respect of each Fund's cash flows and subscriptions.

The Depositary will be obliged, inter alia, to ensure that the issue and repurchase of Shares in the Company is carried out in accordance with relevant legislation and the Articles. The Depositary will carry out the instructions of the Company unless they conflict with the UCITS Regulations or the Articles. The Depositary is also obliged to enquire into the conduct of the Company in each financial year and report thereon to the Shareholders.

#### *Depositary Liability*

Pursuant to the Depositary Agreement, the Depositary will be liable for loss of financial instruments held in custody (i.e. those assets which are required to be held in custody pursuant to the UCITS

Regulations) or in the custody of any sub-custodian, unless it can prove that loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary shall also be liable for all other losses suffered as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations under the UCITS Directive.

#### *Depositary Delegation and Conflicts*

Under the Depositary Agreement, the Depositary may delegate its safekeeping obligations provided that (i) the services are not delegated with the intention of avoiding the requirements of the UCITS Directive and the UCITS Regulations, (ii) the Depositary can demonstrate that there is an objective reason for the delegation and (iii) the Depositary has exercised all due, skill, care and diligence in the selection and appointment of any third party to whom it wants to delegate parts of the safekeeping services, and keeps exercising all due skill, care and diligence in the periodic review and ongoing monitoring of any third party to whom it has delegated parts of its safekeeping services and of the arrangements of the third party in respect of the matters delegated to it. The liability of the Depositary will not be affected by virtue of any such delegation.

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

The Depositary has delegated its safe-keeping duties in respect of financial instruments in custody to The Bank of New York Mellon SA/NV and/or The Bank of New York Mellon. The list of sub delegates appointed by The Bank of New York Mellon SA/NV or The Bank of New York Mellon is set out in Appendix III to this Prospectus. The use of particular sub-delegates will depend on the markets in which the Company invests.

Potential conflicts of interest affecting the Depositary and its delegates may arise from time to time, including, without limitation, where the Depositary or a delegate has an interest in the outcome of a service or an activity provided to the Company, or a transaction carried out on behalf of the Company, which is distinct from the Company's interest, or where the Depositary or a delegate has an interest in the outcome of a service or activity provided to another client or group of clients which is in conflict with the Company's interests. From time to time conflicts may also arise between the Depositary and its delegates or affiliates, such as where an appointed delegate is an affiliated group company and is providing a product or service to the Company and has a financial or business interest in such product or service. The Depositary maintains a conflict of interest policy to address such conflicts.

Where a conflict or potential conflict of interest arises, the Depositary will have regard to its obligations to the Company, applicable law, and its conflicts of interest policy.

#### *Up-to-date information*

Up-to-date information regarding the duties of the Depositary, any conflicts of interest that may arise

and the Depositary's delegation arrangements will be made available to investors on request.

### **Paying Agents/Representatives**

Local laws/regulations in certain jurisdictions may require the appointment of paying agents/representatives/distributors/correspondent banks ("Paying Agents") and maintenance of accounts by such Paying Agents through which subscription and redemption monies or dividends may be paid. Subscription monies from subscribers for Shares in the Company are ordinarily paid to the Company for the account of the relevant Fund and redemption monies are paid out by the Company from the account of the relevant Fund. Redemption payments will only be made to the account of record of a Shareholder. The Depositary continues to liaise with the Company, the Manager and the Administrator regardless of whether or not a Paying Agent has been appointed. Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to or from the Company for the account of the relevant Fund (e.g. a Paying Agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Company for the account of the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder. Fees and expenses payable to a Paying Agent appointed by the Manager on behalf of the Company across all of its Funds pro rata or a Fund, which will be at normal commercial rates, will be borne by the Company or the Fund in respect of which a Paying Agent has been appointed. All Shareholders of the Company or the Fund on whose behalf a Paying Agent is appointed may avail of the services provided by Paying Agents appointed by the Manager on behalf of the Company or the relevant Fund.

### **Conflicts of Interest**

The Directors, the Manager, the Investment Manager, the Administrator and the Depositary and their respective affiliates, officers, directors and shareholders, employees and agents (collectively the "Parties") 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 and/or their respective roles with respect to the Company. These activities may include managing or advising other funds, purchases and sales of securities, banking and investment management services, brokerage services, valuation of unlisted securities (in circumstances in which fees payable to the entity valuing such securities may increase as the value of assets increases) and serving as directors, officers, advisers or agents of other funds or companies, including funds or companies in which the Company may invest. In particular, the Investment Manager may advise or manage other investment funds and other collective investment schemes in which a Fund may invest or which have similar or overlapping investment objectives to or with the Company or its Funds.

Each of the Parties will use its reasonable endeavours to ensure that the performance of their respective duties will not be impaired by any such involvement they may have and that any conflicts which may arise will be resolved fairly.

There is no prohibition on transactions with the Company by the Manager, the Investment Manager, the Administrator, the Depositary or other entities related to each of the Manager, the Investment

Manager, the Administrator, the Depositary including, without limitation, holding, disposing or otherwise dealing with Shares issued by or property of the Company and none of them shall have any obligation to account to the Company for any profits or benefits made by or derived from or in connection with any such transaction provided that such transactions are conducted at arm's length and are in the best interests of Shareholders.

Transactions permitted are subject to:

- (a) the value of the transactions being certified by either a person who has been approved by the Depositary (or in the case of a transaction involving the Depositary, the Directors) as being independent and competent; or
- (b) the execution being on best terms on an organised investment exchange under the rules of the relevant exchange; or
- (c) where the conditions set out in (a) and (b) above are not practical, execution being on terms which the Depositary is (or in the case of a transaction involving the Depositary, the Directors are) satisfied that the relevant transaction is conducted at arm's length and in the best interests of Shareholders.

The Depositary (or in the case of a transaction involving the Depositary, the Directors) must document how it (or they) has (or have) complied with the provisions of paragraph (a), (b) or (c) above. Where a transaction is conducted in accordance with paragraph (c) above, the Depositary (or in the case of a transaction involving the Depositary, the Directors) must document its (or their) rationale for being satisfied that the transaction conformed to the principles outlined above.

The Investment Manager or any of its affiliates or any person connected with Investment Manager may invest in, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by a Fund. Neither the Investment Manager nor any of its affiliates nor any person connected with the Investment Manager is under any obligation to offer investment opportunities of which any of them becomes aware to the Fund or to account to the Fund in respect of (or share with the Fund or inform the Fund of) any such transaction or any benefit received by any of them from any such transaction, but will allocate such opportunities on an equitable basis between the Fund and other clients.

Details of interests of the Directors are set out in the Section of the Prospectus entitled "GENERAL INFORMATION".

### **Soft Commissions**

The Investment Manager may effect transactions with or through the agency of another person with whom the Investment Manager or an entity affiliated to the Investment Manager has arrangements under which that person will, from time to time, provide to or procure for the Investment Manager and/or an affiliated party goods, services or other benefits such as research and advisory services, specialised computer hardware or software. No direct payment may be made for such goods or services but the



Investment Manager may undertake to place business with that person provided that person has agreed to provide best execution with respect to such business and the services provided must be of a type which assists in the provision of investment services to the Company.

A report will be included in the Company's annual and half-yearly reports describing the Investment Manager's soft commission practices.

### **Cash/Commission Rebates and Fee Sharing**

Where the Company or Investment Manager, or any of their delegates, successfully negotiates the recapture of a portion of the commissions charged by brokers or dealers in connection with the purchase and/or sale of securities, financial derivative instruments or techniques and instruments for the Company or a Fund, the rebated commission shall be paid to the Company or the relevant Fund as the case may be. However, the Investment Manager may be paid/reimbursed out of the assets of the Company for fees charged by the Investment Manager and reasonable properly vouched costs and expenses directly incurred by the Investment Manager in this regard. Full details of the amount paid under these arrangements will be disclosed in the Company's annual accounts.

### **3. FEES AND EXPENSES**

#### **Charging of Fees and Expenses to Capital**

There is no guarantee that the Company will generate sufficient income from its investments in order to discharge fees and expenses incurred and consequently Shareholders and prospective investors should note that all or part of the fees and expenses of the Company may be charged to the capital of the Company. If all or part of the fees and expenses of the Company are charged to the capital of the Company this would have the effect of lowering the capital value of an investment in the Company. Capital may be eroded and “income” will be achieved by foregoing the potential for future capital growth. Thus, on redemptions of Shares, Shareholders may not receive back the full amount invested.

Details will be set out in the relevant Supplement, where applicable.

#### **Establishment Expenses**

All fees and expenses relating to the establishment and organisation of the Company and Stonehage Fleming Global Best Ideas Equity Fund including the fees of the Company’s professional advisers were borne by Stonehage Fleming Global Best Ideas Equity Fund. Such fees and expenses amounted to €42,500 plus VAT and were amortised over the first five Accounting Periods of the Company.

#### **Operating Expenses and Fees**

The Company will pay all its operating expenses and the fees hereinafter described as being payable by the Company. Expenses paid by the Company throughout the duration of the Company, in addition to fees and expenses payable to the Manager, Administrator, the Depositary, the Investment Manager and any Paying Agent appointed by or on behalf of the Company include but are not limited to brokerage and banking commissions and charges, legal and other professional advisory fees, company secretarial fees, Companies Registration Office filings and statutory fees, regulatory fees, auditing fees, translation and accounting expenses, interest on borrowings, taxes and governmental expenses applicable to the Company costs of preparation, translation, printing and distribution of reports and notices, all marketing material and advertisements and periodic update of the Prospectus, stock exchange listing fees, all expenses in connection with registration, listing and distribution of the Company and Shares issued or to be issued, all expenses in connection with obtaining and maintaining a credit rating for any Funds or Classes or Shares, expenses of Shareholders meetings, Directors’ insurance premia, expenses of the publication and distribution of the Net Asset Value, clerical costs of issue or redemption of Shares, postage, telephone, facsimile and telex expenses and any other expenses in each case together with any applicable value added tax. Any such expenses may be deferred and amortised by the Company at the discretion of the Directors provided it is permissible to do so in accordance with standard accounting practice. An estimated accrual for operating expenses of the Company will be provided for in the calculation of the Net Asset Value of each Fund. Operating expenses and the fees and expenses of service providers which are payable by the Company shall be borne by all Funds in proportion to the Net Asset Value of the relevant Fund or attributable to the relevant Class provided that fees and expenses directly or indirectly attributable to a particular Fund or Class shall be borne solely by the relevant Fund or Class.

## **Fees of the Manager**

The annual fees payable to the Manager will be as set out in the relevant Supplement. Each Fund shall bear the reasonably incurred and properly vouched out of pocket expenses of the Manager.

## **Remuneration Policy of the Manager**

The Manager has designed and implemented a remuneration policy which is consistent with and promotes sound and effective risk management by having a business model which by its nature does not promote excessive risk taking that is inconsistent with the risk profile of the Manager or the Articles of the Company. The Manager's remuneration policy is consistent with the business strategy, objectives, values and interests of the Company and the Shareholders of the Company and includes measures to avoid conflicts of interest.

The Manager has a remuneration policy in place in respect of the remuneration of senior members of staff, staff whose activities will impact risk, staff who are involved in any control functions, staff who receive remuneration equivalent to senior management or risk takers where their activities have a material impact on the risk profiles of the Manager or the Company.

In line with the provisions of the UCITS Regulations, the Manager applies its remuneration policy and practices in a manner that is proportionate to its size and that of the Company, its internal organisation and the nature, scope and complexity of its activities.

Where the Manager delegates investment management functions in respect of the Company or any Fund, it will ensure that any such delegates so appointed by it apply in a proportionate manner the remuneration rules as detailed in the UCITS Regulations or, alternatively, are subject to equally effective remuneration policies under their home authorisation.

Details of the remuneration policy of the Manager including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, will be available at <https://www.linkgroup.eu/policy-statements/irish-management-company/> and a paper copy will be made available free of charge upon request.

## **Fees of the Administrator and the Depositary**

The Company shall pay to the Administrator and the Depositary such fees and expenses as shall be disclosed in the relevant Supplement. The Administrator and Depositary shall be entitled to be repaid all of their reasonable out-of-pocket expenses out of the assets of the Company, including legal fees, couriers' fees and telecommunication costs and expenses, transaction charges and the fees, transaction charges and expenses of any sub-custodian appointed by the Depositary which shall be at normal commercial rates together with VAT, if any, thereon.

### **Investment Manager's Fees**

Details of the fees and expenses payable to the Investment Manager in respect of each Fund will be disclosed in the relevant Supplement. The Investment Manager may waive or reduce the annual management fees charged to certain Shareholders at its discretion. Any such waiver shall be effected by way of a rebate to the relevant Shareholder's account.

### **Paying Agents Fees**

Fees and expenses of Paying Agents appointed by the Manager in respect of the Company or a Fund which will be at normal commercial rates together with VAT, if any, thereon will be borne by the Company across all of its Funds pro rata or the Fund in respect of which a Paying Agent has been appointed.

### **Subscription Charge**

No subscription charge will be payable with respect to any Class of Shares.

### **Redemption Charge**

No redemption charge will be payable with respect to any Class of Shares.

### **Conversion Charge**

No conversion charge will be payable with respect to any Class of Shares.

### **Anti-Dilution Levy/Duties and Charges**

The Company reserves the right to impose "an anti-dilution levy" representing a provision for market spreads (the difference between the prices at which assets are valued and/or bought or sold), duties and charges and other dealing costs relating to the acquisition or disposal of assets and to preserve the value of the underlying assets of a Fund, in the event of receipt for processing of net subscription or net redemption requests including subscriptions and/or redemptions which would be effected as a result of requests for conversion from one Fund into another Fund. Any such provision will be added to the price at which Shares will be issued in the case of net subscription requests and deducted from the price at which Shares will be redeemed in the case of net redemption requests including the price of Shares issued or redeemed as a result of requests for conversion. Details of any such fee shall be included in the relevant Supplement.

### **Directors' Fees**

The Articles authorise the Directors to charge a fee for their services at a rate determined by the Directors up to a maximum aggregate fee of €70,000 per annum or such higher figure as may be determined by the Directors in their discretion. Any increase above the maximum permitted fee will be notified in advance to the Shareholders. In addition, the Directors may be entitled to special

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remuneration if called upon to perform any special or extra services to the Company. All Directors will be entitled to reimbursement by the Company of expenses properly incurred in connection with the business of the Company or the discharge of their duties. Michael Berman shall not be entitled to receive a Director's fee.

### **Allocation of Fees and Expenses**

All fees, expenses, duties and charges will be charged to the relevant Fund and within such Fund to the Classes in respect of which they were incurred. In circumstances in which a liability cannot be considered as attributable to a particular Fund, such liability shall be allocated between all Funds pro-rata to their Net Asset Value at the time of allocation. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees or expenses on an estimated figure for yearly or other periods in advance and accrue them in equal proportions over any period.

The operating expenses and fees of the Company may include a rebate from the Investment Manager. The Investment Manager may agree with the Company that to the extent that certain operating expenses exceed a percentage of the average Net Asset Value of each Fund (as may be disclosed in the relevant Supplement) (the “**Expense Cap**”) in aggregate in respect of each period of twelve months following the first Valuation Point of that Fund until such time as the Investment Manager shall terminate such arrangement by way of 3 months' written notice served upon the Company, the Investment Manager shall be responsible for and reimburse the relevant Fund in the amount of such excess. Such excess will be accrued and be taken into account in the calculation of the Net Asset Value of the relevant Funds, but will only be payable by the Investment Manager to the relevant Fund in arrears at the end of the twelve month period following the first Valuation Point of that Fund. The operating expenses that are capped are all ongoing charges and expenses other than any investment management fee, the cost of buying and selling assets (including brokerage), interest and such other exceptional costs as may be agreed between the Company and the Investment Manager from time to time.

In addition to the Expense Cap above, the Investment Manager, at its sole discretion, may elect to settle certain of the formation costs of the Company (such as legal fees) on behalf of the Company.

### **Financial Statements**

The Administrator is entitled to receive an annual fee of €6,800 for the preparation of each set of financial statements of the Company plus an additional annual fee of €2,000 per set for each Fund established thereafter.

### **Cross-Investment and Investment in Related Eligible Collective Investment Schemes**

Where specified in the relevant Supplement, a Fund may invest in another Funds of the Company in accordance with the Central Bank Requirements.

In such circumstances, the following requirements shall be satisfied:

- 1.1.1 A Fund may only invest in another Fund which itself does not hold Shares in any other Fund within the Company; and
- 1.1.2 The management fee charged by the Manager (and the investment management fee charged by the Investment Manager where it is discharged directly out of the Fund's assets) in respect of the portion of assets of the investing Fund which is invested in other Funds of the Company, whether such management fee is paid by the investing Fund, indirectly at the level of the receiving Fund or a combination of both, shall not exceed the rate of the management fee (or investment management fee if applicable) which is charged by the Manager or the Investment Manager in respect of the balance of the assets of the investing Fund, thus ensuring that there shall be no double-charging of the management fee as a result of the investing Fund investing in the receiving Fund.

A Fund may also invest in eligible collective investment schemes which are managed by the Manager or any other company with which the Manager is linked by common management or control or by a substantial direct or indirect holding provided that in such circumstances, the Fund shall not be charged any subscription fee, conversion fee or redemption fee by the relevant eligible collective investment scheme.

## 4. THE SHARES

### General

Shares may be issued on any Dealing Day for the relevant Fund. Shares issued in a Fund or Class will be in registered form and denominated in the Base Currency specified in the relevant Supplement for the relevant Fund or a currency attributable to the particular Class. Shares will have no par value and will first be issued on the first Dealing Day after expiry of the initial offer period specified in the relevant Supplement at the Initial Price as specified in the relevant Supplement. Thereafter Shares shall be issued at the Net Asset Value per Share. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of a written instruction from the relevant Shareholder. In certain cases this will be required in original format.

The Directors may decline to accept any application for Shares without giving any reason and may restrict the ownership of Shares by any person, firm or corporation in certain circumstances including where such ownership would be in breach of any regulatory or legal requirement or might affect the tax status of the Company or might result in the Company suffering certain disadvantages which it might not otherwise suffer. Any restrictions applicable to a particular Fund or Class shall be specified in the relevant Supplement for such Fund or Class. Any person who holds Shares in contravention of restrictions imposed by the Directors or, by virtue of his holding, is in breach of the laws and regulations of any applicable jurisdiction or whose holding could, in the opinion of the Directors, cause the Company to incur any liability to taxation or to suffer any pecuniary disadvantage which it or the Shareholders or any or all of them might not otherwise have incurred or sustained or otherwise in circumstances which the Directors believe might be prejudicial to the interests of the Shareholders, shall indemnify the Company, the Manager, the Investment Manager, the Depositary, the Administrator and Shareholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the Company.

The Directors have power under the Articles to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of any restrictions imposed by them or in breach of any law or regulation. If it shall come to the notice of the Directors or if the Directors shall have reason to believe that any Shares are owned directly or beneficially by any person or persons in breach of restrictions imposed by the Directors or any declarations or information is outstanding (including inter alia any declarations or information required pursuant to anti-money laundering or counter terrorist financing requirements), the Directors shall be entitled (subject to appropriate authority under the Articles) to give notice (in such form as the Directors deem appropriate) of their intention to compulsorily redeem that person's Shares. The Directors may (subject to appropriate authority under the Articles) charge any such Shareholder, any legal, accounting or administration costs associated with such compulsory redemption. In the event of a compulsory redemption, the redemption price will be determined as of the Valuation Point in respect of the relevant Dealing Day specified by the Directors in their notice to the Shareholder. The proceeds of a compulsory redemption shall be paid in accordance with the redemption provisions outlined below.

While Shares will generally not be issued or transferred to any US Person, the Directors may authorise the purchase by or transfer to a US Person in their discretion. The Directors will seek reasonable assurances that such purchase or transfer does not violate United States securities laws, e.g. require the Shares to be registered under the United States Securities Act of 1933 Act or the Company or any Fund to be registered under the United States Investment Company Act of 1940 or result in adverse tax consequences to the Company or the non-US Shareholders. Each investor who is a US Person will be required to provide such representations, warranties or documentation as may be required to ensure that these requirements are met prior to the issue of Shares.

None of the Company, the Manager, the Investment Manager, the Administrator or the Depositary or any of their respective directors, officers, employees or agents will be responsible or liable for the authenticity of instructions from Shareholders reasonably believed to be genuine and shall not be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorised or fraudulent instructions. The Administrator shall, however, employ reasonable procedures to confirm that instructions are genuine.

### **Abusive Trading Practices/Market Timing**

The Directors generally encourage investors to invest in the Funds as part of a long-term investment strategy and discourages excessive or short term or abusive trading practices. Such activities, sometimes referred to as “market timing”, may have a detrimental effect on the Funds and Shareholders. For example, depending upon various factors such as the size of the Fund and the amount of its assets maintained in cash, short-term or excessive trading by Shareholders may interfere with the efficient management of the Fund’s portfolio, increased transaction costs and taxes and may harm the performance of the Fund.

The Directors seek to deter and prevent abusive trading practices and to reduce these risks, through several methods, including the following:

- (i) to the extent that there is a delay between a change in the value of a Fund’s portfolio holdings and the time when that change is reflected in the Net Asset Value per Share, a Fund is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming Shares at a Net Asset Value which does not reflect appropriate fair value prices. The Directors seek to deter and prevent this activity, sometimes referred to as “stale price arbitrage”, by the appropriate use of its power to adjust the value of any investment having regard to relevant considerations in order to reflect the fair value of such investment.
- (ii) the Directors may monitor Shareholder account activities in order to detect and prevent excessive and disruptive trading practices and reserve the right to exercise their discretion to reject any subscription or conversion transaction without assigning any reason therefore and without payment of compensation if, in their judgement, the transaction may adversely affect the interest of a Fund or its Shareholders. The Directors may also monitor Shareholder account activities for any patterns of frequent purchases and sales that appear to be made in response to short-term fluctuations in the Net Asset Value per Share and may take such action as they



deem appropriate to restrict such activities including, if they so determine, the compulsory redemption of Shares held in that Fund by the respective Shareholder.

There can be no assurances that abusive trading practices can be mitigated or eliminated. For example nominee accounts in which purchases and sales of Shares by multiple investors may be aggregated for dealing with the Fund on a net basis, conceal the identity of underlying investors in a Fund which makes it more difficult for the Directors and their delegates to identify abusive trading practices.

### **Application for Shares**

All applications for Shares must be received by the Administrator no later than the relevant Dealing Deadline (Dealing Days, Dealing Deadlines and Valuation Points are specified in the relevant Supplement for each Fund). Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in exceptional circumstances otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day.

Initial applications should be made by completing a signed Application Form which may be sent by facsimile, email (or such other means as may be prescribed by the Directors from time to time) in accordance with the requirements of the Central Bank along with such other documentation (such as documentation relating to money laundering prevention checks) as may be required by the Company or its delegate. Subsequent applications to purchase Shares following the initial subscription may be made to the Administrator by facsimile, email, post, other approved electronic means or such other means as may be permitted by the Directors without a requirement to submit original documentation and such applications should contain such information as may be specified from time to time by the company or its delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of a written instruction from the relevant Shareholder. In certain cases this will be required in original format.

Dealing is carried out at forward pricing basis i.e. the Net Asset Value next computed after receipt of subscription requests on a forward pricing basis i.e. the Dealing Deadline is before the Valuation Point.

### *Fractions*

Subscription monies representing less than the subscription price for a Share will not be returned to the investor but will be retained as part of the assets of the relevant Fund. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0.01 of a Share.

### *Method of Payment*

Subscription payments net of all bank charges should be paid by telegraphic or electronic transfer to the bank account specified in the Application Form. Other methods of payment are subject to the prior

approval of the Administrator. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

#### *Currency of Payment*

Subscription monies are payable in the currency of the relevant Class in the Fund. However, the Company may accept payment in such other currencies as the Administrator may agree at the prevailing exchange rate quoted by the Administrator. The cost and risk of converting currency will be borne by the investor.

#### *Settlement Date*

Payment in respect of subscriptions must be received in cleared funds by the Administrator by the relevant Settlement Date. The Company reserves the right to defer the issue of Shares until receipt of cleared subscription monies has been received. If payment in cleared funds in respect of a subscription has not been received by the relevant Settlement Date, the Directors may (and in the event of non-clearance of funds, shall) cancel the allotment and/or charge the investor interest at the relevant overdraft interest rate as charged on the subscription account as disclosed in the relevant Supplement which will be paid into the relevant Fund together with an administration fee which is payable to the Company. The Directors may waive either of such charges in whole or in part. In addition, the Company has the right to sell all or part of the investor's holdings of Shares in any Fund in order to meet such charges.

#### *Confirmation of Ownership*

Confirmation of each purchase of Shares will be sent to Shareholders within and no later than the first Business Day following execution of the purchase of Shares. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued.

The Company, the Manager and the Administrator may reject any application in whole or in part without giving any reason for such rejection in which event the subscription monies or any balance thereof will be returned without interest, expenses or compensation to the applicant by transfer to the applicant's designated account or by post at the applicant's risk.

#### *Operation of Umbrella Cash Accounts in the name of the Company*

Subscription monies received from an investor in advance of a Dealing Day in respect of which an application for Shares has been, or is expected to be, received will be held in a cash account in the name of the Company (herein defined as an Umbrella Cash Account) and will be treated as an asset of the relevant Fund upon receipt and will not benefit from the application of any investor money protection rules (i.e. the subscription monies in such circumstances will not be held on trust as investor monies for the relevant investor). In such circumstances, the investor will be an unsecured creditor of the Company in respect of the relevant Fund with respect to the amount subscribed and held by the Company until such Shares are issued as of the relevant Dealing Day.

In the event of an insolvency of the Company or the relevant Fund, there is no guarantee that the relevant Fund or the Company will have sufficient funds to pay unsecured creditors in full. Investors who have forwarded subscription monies in advance of a Dealing Day as detailed above and which are held in an Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore in such circumstances, the investor may not recover all monies originally paid into an Umbrella Cash Account in relation to the application for Shares.

Your attention is drawn to the section of the Prospectus entitled “Risk Factors” –“Operation of and Fund Assets held in Umbrella Cash Accounts” and “*Risk of Loss of Investor Money pre-issue and post-redemption of Shares*” below.

#### *Anti-Money Laundering and Countering Terrorist Financing Measures*

Measures aimed at the prevention of money laundering and terrorist financing require a detailed verification of the investor's identity and where applicable the beneficial owner on a risk sensitive basis and the ongoing monitoring of the business relationship. Politically exposed persons (“PEPs”), an individual who is or has, at any time in the preceding year, been entrusted with prominent public functions, and immediate family members, or persons known to be close associates of such persons, must also be identified.

By way of example an individual may be required to produce an original certified copy of a passport or identification card together with two original copies of evidence of his/her address, i.e. utility bills or bank statements, date of birth and tax residence. In the case of corporate investors, such measures may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business address of all directors. Depending on the circumstances of each application, a detailed verification might not be required where, for example, the application is made through a recognised intermediary. This exception will only apply if the intermediary referred to above is located within a country recognised in Ireland as having equivalent anti-money laundering and counter terrorist financing regulations or satisfies other applicable conditions and the investor produces a letter of undertaking from the recognised intermediary. Intermediaries cannot rely on third parties to meet the obligation to monitor the ongoing business relationship with an investor which remains their ultimate responsibility.

The details given above are by way of example only and regardless of the documentation produced by an applicant or its representatives, the Administrator will request such additional information and documentation as it, in its absolute discretion, considers it necessary to fully verify the identity or source of funds of an applicant and to establish the circumstances of the application.

In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator or the Company may refuse to accept the application and subscription monies and return all subscription monies or compulsorily repurchase such Shareholder's Shares and/or payment of repurchase proceeds may be delayed (no repurchase proceeds will be paid if the Shareholder fails to produce such information). None of the Company, the Directors, the

Investment Manager or the Administrator shall be liable to the subscriber or Shareholder where an application for Shares is not processed or Shares are compulsorily repurchased or payment of repurchase proceeds is delayed in such circumstances. If an application is rejected, the Administrator will return application monies or the balance thereof by telegraphic transfer in accordance with any applicable laws to the account from which it was paid at the cost and risk of the applicant.

Any failure to supply the Company or the Administrator with any documentation requested by it for anti-money laundering and terrorist financing purposes may result in refusal to pay or a delay in the settlement of redemption proceeds or dividend monies. Each applicant for Shares acknowledges that the Company and the Administrator shall be held harmless against any loss arising as a result of a failure to process its application for Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant. In circumstances where a redemption request is received, the Company will process any redemption request received by the Shareholder, however, the proceeds of that redemption will be held in an Umbrella Cash Account and therefore shall remain an asset of the relevant Fund. The redeeming Shareholder will rank as an unsecured creditor of the Company in respect of the relevant Fund until such time as the Company is satisfied that its anti-money laundering and terrorist financing procedures have been fully complied with, following which redemption proceeds will be released.

In the event of an insolvency of the Fund or the Company, there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full. Investors/ Shareholders due redemption/ dividend monies which are held in an Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore in such circumstances, the investor/ Shareholder may not recover all monies originally paid into an Umbrella Cash Account for onward transmission to that investor/ Shareholder.

Therefore a Shareholder is advised to ensure that all relevant documentation requested by the Company in order to comply with anti-money laundering and terrorist financing procedures is submitted to the Company promptly on subscribing for Shares in the Company.

Each applicant for Shares will be required to make such representations as may be required by the Directors in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not a prohibited country, territory, 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.

#### *Data Protection*

Prospective investors should note that by completing the Application Form they are providing personal information to the Company, which may constitute personal data within the meaning of the GDPR. This

data will be used for the specific purposes set out in the Application Form which include but are not limited to client identification and the subscription process, management and administration of their holding in the relevant Fund, statistical analysis, transfer agency, market research, to comply with any applicable legal, taxation or regulatory requirements. Personal data provided to the Company (which may include, where relevant, personal data of persons connected with a corporate Shareholder such as directors, beneficial owners, representatives etc.) may be disclosed and/ or transferred to such third parties as are identified in the Application Form including regulatory bodies, tax authorities, service providers of the Company such as the Administrator, the Investment Manager, the Depositary etc., delegates and advisers of the Company and their or the Company's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including to countries outside the EEA which may not have the same data protection laws as in Ireland) for the purposes specified.

Investors have a right to obtain a copy of their personal data kept by the Company, the right to rectify any inaccuracies in personal data held by the Company and in a number of circumstances a right to be forgotten and a right to restrict or object to processing. In certain limited circumstances a right to data portability may apply.

The Company and its appointed service providers will retain all documentation provided by a Shareholder in relation to its investment in the Company for such period of time as may be required by Irish legal and regulatory requirements, but for at least seven years after the period of investment has ended or the date on which a Shareholder has had its last transaction with the Company.

The Investment Manager and the Depositary will retain all documentation provided by a Shareholder for compliance with any processing carried out on its own behalf as outlined above for a period of seven years or to the extent required by and for such period as required by EU law, the laws of an EU member state or the law applicable to the relevant service provider.

A copy of the data privacy statement of the Company is included in the Application Form a copy of which is available upon request from the Administrator.

It should also be noted that service providers of the Company may act as data controllers of the personal data provided to the Company in certain circumstances. In such instances, all rights afforded to Shareholders as data subjects under the GDPR shall be exercisable by a Shareholder against that service provider as the data controller of his/her personal data.

### **Redemption of Shares**

Shareholders may redeem their Shares on and with effect from any Dealing Day at the redemption price which is the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day (save during any period when the calculation of Net Asset Value is suspended).

Requests for the redemption of Shares should be made to the Administrator by facsimile (provided payment is to be made to the account of record), email, post, other approved electronic means or written communication and should include such information as may be specified from time to time by the

Company or its delegate. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day provided such requests have been received prior to the Dealing Deadline for that Dealing Day, unless the Directors in exceptional circumstances determine otherwise and provided that such requests have been received prior to the Valuation Point for that Dealing Day. Redemption requests will only be accepted for processing where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made from an investor holding until the subscription application form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

Any failure to supply the Company or the Administrator with any documentation requested by them for anti-money laundering purposes may result in a delay in the settlement of redemption proceeds or dividends payable. In such circumstances, any redemption proceeds payable or sums payable by way of dividend to Shareholders shall remain an asset of the relevant Fund until such time as the Administrator has verified the Shareholder's identity to its satisfaction, following which such redemption proceeds or dividends payable will be paid. It is the responsibility of the investor to ensure all required documentation and information is provided promptly and is complete and accurate, so that the redemption proceeds or dividends payable may be released in a timely manner. Where monies cannot be released due to outstanding, incomplete or inaccurate information, it should also be noted that the investor shall have ceased being considered a Shareholder in respect of such monies, and will instead rank as a general unsecured creditor of the relevant Fund.

In the event of a Shareholder requesting a redemption which would, if carried out, leave the Shareholder holding Shares having a Net Asset Value less than the Minimum Holding, the Company may, if it thinks fit, redeem the whole of the Shareholders holding.

Dealing is carried out at forward pricing basis i.e. the Net Asset Value next computed after receipt of redemption requests on a forward pricing basis i.e. the Dealing Deadline is before the Valuation Point.

#### *Method of Payment*

Redemption payments will be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator in writing. Redemption payments will only be made to the account of record of a Shareholder.

#### *Currency Payment*

Shareholders will normally be repaid in the currency of the relevant Class in the Fund. If, however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction may be arranged by the Administrator (at its discretion) on behalf of and for the account, risk and expense of the Shareholder.

### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid within such Business Days of the Dealing Deadline for the relevant Dealing Day as set out in the relevant Supplement provided that all the required documentation has been furnished to and received by the Administrator.

### *Withdrawal of Redemption Requests*

Requests for redemption once submitted may not be withdrawn save with the written consent of the Company or its authorised agent or in the event of suspension of calculation of the Net Asset Value of the Fund.

Shares will not receive or be credited with any dividend declared on or after the Dealing Day on which they were redeemed.

### *Limitations of redemptions*

If the number of Shares to be redeemed on any Dealing Day equals 10% or more of the total number of Shares of a Fund in issue on that day the Directors or their delegate may at their discretion refuse to redeem any Shares in excess of 10% of the total number of Shares in issue as aforesaid and, if they so refuse, the requests for redemption on such Dealing Day shall be reduced pro rata and Shares which are not redeemed by reason of such refusal shall be carried forward so that the Shares to which each redemption request relates which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all Shares to which the original request related have been redeemed.

### *"In specie" redemptions*

The Company may, with the consent of the individual Shareholders, satisfy any request for redemption of Shares by the transfer in specie to those Shareholders of assets of the relevant Fund having a value equal to the redemption price for the Shares redeemed as if the redemption proceeds were paid in cash less any other expenses of the transfer. A determination to provide redemption in specie may be solely at the discretion of the Company where the redeeming Shareholder requests redemption of a number of Shares that represents 5% or more of the Net Asset Value of the relevant Fund provided that any such Shareholder requesting redemption shall be entitled to request the sale of any asset or assets proposed to be distributed in specie and the distribution to such Shareholder of the cash proceeds of such sale, less the costs of such sale which shall be borne by the relevant Shareholder. The nature and type of assets to be transferred in specie to each Shareholder shall be determined by the Company (subject to the approval of the Depositary as to the allocation of assets) on such basis as the Company in its discretion shall deem equitable and not prejudicial to the interests of the remaining Shareholders in the relevant Fund or Class.

### *Compulsory Redemption of Shares/Deduction of Tax*

Shareholders are required to notify the Administrator through whom Shares have been purchased immediately if they become US Persons or persons who are otherwise subject to restrictions on ownership as set out herein and such Shareholders may be required to redeem or transfer their Shares. The Company may redeem any Shares which are or become owned, directly or indirectly, by or for the benefit of any person in breach of any restrictions on ownership from time to time as set out herein or if the holding of Shares by any person is unlawful or is likely to result or results in any tax, fiscal, legal, regulatory, pecuniary liability or material administrative disadvantage to the Company or its Shareholders as a whole. The Company may also redeem any Shares held by any person who holds less than the Minimum Holding. Any such redemption will be affected on a Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day on which the Shares are to be redeemed. The Company may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Shares by a Shareholder including any interest or penalties payable thereon. The attention of investors is drawn to the section of the prospectus entitled "TAXATION" and in particular the section therein headed "Irish Taxation" which details circumstances in which the Company shall be entitled to deduct from payments to Shareholders who are Irish Resident or Ordinarily Resident in Ireland amounts in respect of liability to Irish taxation including any penalties and interest thereon and/or compulsorily redeem Shares to discharge such liability. Relevant Shareholders will 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 an event giving rise to a charge to taxation.

### *Total Redemption of Shares*

All of the Shares of any Class or any Fund may be redeemed:

- (a) on the giving by the Company of not less than four nor more than twelve weeks' notice expiring on a Dealing Day to Shareholders of its intention to redeem such Shares; or
- (b) if a special resolution is passed by the relevant Class or Fund at a meeting of the Shareholders duly convened and resolved that such Shares should be redeemed.

### *Operation of Umbrella Cash Accounts in the name of the Company*

Redemption monies payable to an investor subsequent to a Dealing Day of a Fund as of which Shares of that investor were redeemed (and consequently the investor is no longer a Shareholder of the Fund as of the relevant Dealing Day) will be held in a cash account in the name of the Company (herein defined as an Umbrella Cash Account) and will be treated as an asset of the Fund until paid to that investor and will not benefit from the application of any investor money protection rules (i.e. the redemption monies in such circumstances will not be held on trust for the relevant investor). In such circumstances, the investor will be an unsecured creditor of the relevant Fund with respect to the redemption amount held by the Company until paid to the investor.



In the event of an insolvency of the Fund or the Company, there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full. Investors due redemption monies which are held in an Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to unsecured creditors by the insolvency practitioner. Therefore in such circumstances, the investor may not recover all monies originally paid into an Umbrella Cash Account for onward transmission to that investor.

Your attention is drawn to the section of the Prospectus entitled "Risk Factors" – "Operation of and Fund Assets held in Umbrella Cash Accounts" and "*Risk of Loss of Investor Money pre-issue and post-redemption of Shares*" below.

## Conversion of Shares

Subject to the Minimum Subscription, Minimum Holding and minimum transaction requirements of the relevant Fund or Classes, Shareholders may request conversion of some or all of their Shares in one Fund or Class ("the Original Fund") to Shares in another Fund or Class or another Class in the same Fund ("the New Fund") in accordance with the formula and procedures specified below. Requests for conversion of Shares should be made to the Administrator by facsimile, email or written communication and should include such information as may be specified from time to time by the Directors or their delegate. Requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Fund and the Dealing Deadline for subscriptions in the New Fund. Any applications received after such time will be dealt with on the next Dealing Day which is a dealing day for the relevant Funds, unless the Directors in exceptional circumstances otherwise determine in exceptional circumstances and provided that such requests have been received prior to the Valuation Point for both the Original Fund and the New Fund. Conversion requests will only be accepted where cleared funds and completed documents are in place from original subscriptions.

Where a conversion request would result in a Shareholder holding a number of Shares of either the Original Fund or the New Fund which would be less than the Minimum Holding for the relevant Fund, the Company or its delegate may, if it thinks fit, convert the whole of the holding in the Original Fund to Shares in the New Fund or refuse to effect any conversion from the Original Fund.

Fractions of Shares which shall not be less than 0.01 of a Share may be issued by the Company on conversion where the value of Shares converted from the Original Fund are not sufficient to purchase an integral number of Shares in the New Fund and any balance representing less than 0.01 of a Share will be retained by the Company in order to defray administration costs.

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

$$S = \frac{(R \times RP \times ER)}{SP}$$

where:-

S = the number of Shares of the New Fund that will be issued;

- R = the number of Shares of the Original Fund to be converted;
- RP= the Redemption Price of a Share of the Original Fund calculated as at the relevant Valuation Point following receipt of the conversion notice;
- ER= the currency conversion factor (if any) determined by the Directors as at the relevant Dealing Day as representing the effective rate of exchange applicable to the transfer of assets between the Original Fund and the New Fund after adjusting such rate as may be necessary to reflect the effective cost of making such reinvestment;
- SP= the Subscription Price of a Share of the New Fund calculated as at the next Valuation Point of the New Fund following receipt of the conversion notice.

### *Conversion Charge*

No conversion charge will be payable with respect to any Class of Shares.

### *Withdrawal of Conversion Requests*

Conversion requests once submitted may not be withdrawn save with the written consent of the Company or its authorised agent or in the event of a suspension of calculation of the Net Asset Value of the Funds in respect of which the conversion request was made.

### **Net Asset Value and Valuation of Assets**

The Net Asset Value of each Fund or, if there are different Classes within a Fund, each Class will be calculated by the Administrator as at the Valuation Point on or with respect to each Dealing Day in accordance with the Articles of Association. The Net Asset Value of a Fund shall be determined as at the Valuation Point for the relevant Dealing Day by valuing the assets of the relevant Fund (including income accrued but not collected) and deducting the liabilities of the relevant Fund (including a provision for duties and charges, accrued expenses and fees, including those to be incurred in the event of a subsequent termination of a Fund or Class or liquidation of the Company and all other liabilities). The Net Asset Value attributable to a Class shall be determined as at the Valuation Point for the relevant Dealing Day by calculating that portion of the Net Asset Value of the relevant Fund attributable to the relevant Class subject to adjustment to take account of assets and/or liabilities attributable to the Class. The Net Asset Value of a Fund will be expressed in the Base Currency of the Fund, or in such other currency as the Directors may determine either generally or in relation to a particular Class or in a specific case.

The Net Asset Value per Share shall be calculated as at the Valuation Point on or with respect to each Dealing Day by dividing the Net Asset Value of the relevant Fund or attributable to a Class by the total number of Shares in issue in the Fund or Class at the relevant Valuation Point and rounding the resulting

total to four decimal places or such other number of decimal places as may be determined by the Directors from time to time.

Notwithstanding that subscription monies, redemption monies and dividend amounts will be held in cash accounts in the name of the Company (herein defined as Umbrella Cash Accounts) and treated as assets of and attributable to a Fund:

- (a) any subscription monies received from an investor prior to the Dealing Day of a Fund in respect of which an application for Shares has been, or is expected to be, received will not be taken into account as an asset of the Fund for the purpose of determining the Net Asset Value of that Fund until subsequent to the Valuation Point in respect of the Dealing Day as of which Shares of the Fund are agreed to be issued to that investor;
- (b) any redemption monies payable to an investor subsequent to the Dealing Day of a Fund as of which Shares of that investor were redeemed will not be taken into account as an asset of the Fund for the purpose of determining the Net Asset Value of that Fund; and
- (c) any dividend amount payable to a Shareholder will not be taken into account as an asset of the Fund for the purposes of determining the Net Asset Value of that Fund.

In determining the Net Asset Value of the Company and each Fund:

- (a) Any security listed and regularly traded on a Recognised Exchange and for which market quotations are readily available shall be valued at the last traded market prices as at the Valuation Point, provided that the value of any securities listed or traded on a Recognised Exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that the Depositary shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.
- (b) Where a security is listed or dealt in on more than one Recognised Exchange the relevant exchange or market shall be the principal stock exchange or market on which the security is listed.
- (c) The securities of a Fund which are not listed or which are listed but in respect of which prices are not available or in respect of which the closing mid-market prices does not in the opinion of the Directors represent fair market value shall be valued at their probable realisation value as estimated with care and good faith by the Directors or the Manager or a competent person, firm or corporation (including the Investment Manager, stockbroker or other professional person) appointed by the Directors or the Manager and approved for the purpose by the Depositary. Due to the nature of such unquoted assets and difficulty in obtaining valuations from other sources, such competent persons may be related to the Investment Manager.
- (d) Derivative instruments dealt in on a market shall be valued at the settlement price for such instruments on such market. Where such derivative instruments are not dealt in on a market or such a price is not available, the value shall be their probable realisation value as determined

with care in good faith by the Directors or the Manager or by a competent person selected by the Directors and approved for that purpose by the Depositary. OTC Derivative contracts which are not traded on a regulated market (including without limitation swap contracts and swaptions) will be valued either (i) on the basis of a quotation provided daily by the relevant counterparty and such valuation shall be approved and verified at least weekly by a party who is selected by the Directors and approved for the purpose by the Depositary and who is independent of the counterparty, including the Investment Manager, the Administrator, or another independent party which is approved for such purpose by the Depositary (the "Counterparty Valuation"); or (ii) using an alternative valuation provided by a competent person appointed by the Directors and approved for such purpose by the Depositary (the "Alternative Valuation"). Where such Alternative Valuation method is used the Company will follow international best practise and adhere to the principles on valuation of OTC instruments established by bodies such as IOSCO and AIMA and will be reconciled to the Counterparty Valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained.

- (e) Forward foreign exchange contracts shall be valued in the same manner as derivatives contracts which are not traded in a regulated market or by reference to the price at the Valuation Point at which a new forward contract of the same size and maturity could be undertaken or alternatively by reference to freely available market quotations.
- (f) Units in other collective investment schemes not valued pursuant to paragraph (a) above shall be valued by reference to the latest available net asset value of the units of the relevant collective investment scheme.
- (g) The Directors or the Manager may adjust the value of any investment if, having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.
- (h) Assets denominated in a currency other than in the Base Currency of the relevant Fund shall be converted into the Base Currency of that Fund at the rate (whether official or otherwise) which the Administrator deems appropriate in the circumstances.
- (i) Cash and other liquid assets shall be valued at their nominal value plus accrued interest, where applicable, to the end of the relevant day on which the Valuation Point occurs.

In the event of it being impossible or impracticable to carry out a valuation of an asset in accordance with the valuation rules set out in paragraphs (a) to (i) above, or if such valuation is not representative of the securities fair market value, the Directors or the Manager are entitled to use other generally recognised valuation principles approved by the Depositary, in order to reach a proper valuation of such asset.

If the Directors or the Manager deem it necessary a specific security may be valued using an alternative method of valuation approved by the Depositary.

In the absence of negligence, fraud or wilful default, every decision taken by the Directors or any committee of the Directors or any duly authorised person on behalf of the Company in determining the value of any investment or calculating the Net Asset Value of a Fund or Class or the Net Asset Value per Share shall be final and binding on the Company and on present, past or future Shareholders.

### **Suspension of Valuation of Assets**

The Directors may at any time and from time to time temporarily suspend the determination of the Net Asset Value of any Fund or attributable to a Class and the issue, conversion and redemption of Shares in any Fund or Class:

- a) during the whole or part of any period (other than for ordinary holidays or customary weekends) when any of the Recognised Exchanges on which the relevant Fund's investments are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or
- b) during the whole or part of any period when circumstances outside the control of the Directors exist as a result of which any disposal or valuation of investments of the Fund is not reasonably practicable or would be detrimental to the interests of Shareholders or it is not possible to transfer monies involved in the acquisition or disposition of investments to or from the relevant account of the Company; or
- c) during the whole or any part of any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the relevant Fund's investments; or
- d) during the whole or any part of any period when for any reason the value of any of the Fund's investments cannot be reasonably, promptly or accurately ascertained;
- e) during the whole or any part of any period when subscription proceeds cannot be transmitted to or from the account of any Fund or the Company is unable to repatriate funds required for making redemption payments or when such payments cannot, in the opinion of the Directors, be carried out at normal rates of exchange;
- f) upon mutual agreement between the Company and the Depositary for the purpose of winding up the Company or terminating any Fund;
- g) if any other reason makes it impossible or impracticable to determine the value of a substantial portion of the investments or the Company or any Fund; or
- h) when considered by the Directors, in their discretion, for any reason other than those outlined above, to be in the best interests of the Shareholders of the Company or any Fund.

Any suspension of valuation of any Fund or Class shall be notified to the Central Bank and the Depositary without delay and, in any event, within the same Dealing Day and shall be published on

Bloomberg [www.bloomberg.com](http://www.bloomberg.com). Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The Central Bank may also require that the Company temporarily suspends the determination of the Net Asset Value and the issue and redemption of Shares in a Fund if it decides that it is in the best interests of the general public and the Shareholders to do so.

### **Taxation on the occurrence of certain events**

Any change in the taxation legislation in Ireland, or elsewhere, could affect (i) the Company or any Fund's ability to achieve its investment objective, (ii) the value of the Company or any Fund's investments or (iii) the ability to pay returns to Shareholders or alter such returns. Any such changes, which could also be retroactive, could have an effect on the validity of the information stated herein based on current tax law and practice. Prospective investors and Shareholders should note that the statements on taxation which are set out herein, are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely.

If the Company becomes liable to account for tax, in any jurisdiction, including any interest or penalties thereon if an event giving rise to a tax liability occurs, the Company shall be entitled to deduct such amount from the payment arising on such event or to compulsorily redeem or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares as have a value sufficient after the deduction of any redemption charges to discharge any such liability. The relevant Shareholder shall indemnify and keep the Company indemnified against any loss arising to the Company by reason of the Company becoming liable to account for tax and any interest or penalties thereon on the happening of an event giving rise to a tax liability including if no such deduction, appropriation or cancellation has been made.

Shareholders and prospective investors' attention is drawn to the taxation risks associated with investing in the Company. Please refer to the section headed "TAXATION".

## 5. TAXATION

### General

***The information given is not exhaustive and does not constitute legal or tax advice. It does not purport to deal with all of the tax consequences applicable to the Company or its current or future Funds or to all categories of investors, some of whom may be subject to special rules.***

***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 be subject to tax.***

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

Dividends, interest and capital gains (if any) which 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 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.

**“Irish Resident”** in the case of:

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

An individual will be regarded as being resident in Ireland for a tax year if he/she is present in Ireland: (1) for a period of at least 183 days in that tax year; or (2) for a period of at least 280 days in any two consecutive tax years, provided that the individual is present in Ireland for at least 31 days in each period. In determining days present in Ireland, an individual is deemed to be present if he/she is in Ireland at any time during the day.

A trust will generally be Irish resident where the trustee is resident in Ireland or a majority of the trustees (if more than one) are resident in Ireland.

A company incorporated in Ireland and also companies not so incorporated but that are managed and controlled in Ireland, will be tax resident in Ireland except to the extent that the company in question is, by virtue of a double taxation treaty between Ireland and another country, regarded as resident in a territory other than Ireland (and thus not resident in Ireland).

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

**“Ordinarily Resident in Ireland”** in the case of:

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

An individual will be regarded as ordinarily resident for a particular tax year if he/she has been Irish Resident for the three previous consecutive tax years (i.e. he/she becomes ordinarily resident with effect from the commencement of the fourth tax year). An individual will remain ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2020 to 31 December 2020 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year 1 January 2023 to 31 December 2023.

The concept of a trust's ordinary residence is somewhat obscure and linked to its tax residence.

**“Exempt Irish Investor”** means:

- 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;
- a special investment scheme within the meaning of Section 737 of the Taxes Act;
- a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;
- a unit trust to which Section 731(5)(a) of the Taxes Act applies;
- a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- a qualifying management company within the meaning of Section 739B of the Taxes Act;



- an investment limited partnership within the meaning of Section 739J of the Taxes Act;
- a personal retirement savings account (“PRSA”) administrator acting on behalf of 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;
- 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) of which the Minister for Finance is the sole beneficial owner, or the State acting through the National Treasury Management Agency;
- the Motor Insurers’ Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurer Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018), and the Motor Insurers’ Bureau of Ireland has made a declaration to that effect to the Company;
- a company which is within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act in respect of payments made to it by the Company; or
- any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Shares under taxation legislation or by written practice or concession of the Irish Revenue Commissioners without giving rise to a charge to tax in the Company or jeopardising tax exemptions associated with the Company giving rise to a charge to tax in the Company;

provided that they have correctly completed the Relevant Declaration.

#### **“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.

#### **“Recognised Clearing System”**

means any clearing system listed in Section 246A of the Taxes Act (including, but not limited to, Euroclear, Clearstream Banking AG, Clearstream Banking SA and CREST) or any other system for clearing shares which is designated for the purposes of Chapter 1A in Part 27 of the Taxes Act, by the Irish Revenue Commissioners, as a recognised clearing system.

#### **“Relevant Declaration”**

means the declaration relevant to the Shareholder as set out in Schedule 2B of the Taxes Act.

## **“Relevant Period”**

means a period of 8 years beginning with the acquisition of a Share by a Shareholder and each subsequent period of 8 years beginning immediately after the preceding Relevant Period.

**“Taxes Act”** means the Taxes Consolidation Act, 1997 (of Ireland) as amended.

## **Taxation of the Company**

The Directors have been advised that, under current Irish law and practice, the Company qualifies as an investment undertaking as defined in Section 739B of the Taxes Act, so long as the Company is resident in Ireland. Accordingly, the Company is not chargeable to Irish tax on its income and gains.

However, 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, transfer or deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Shares or the appropriation or cancellation of Shares of a Shareholder by the Company for the purposes of meeting the amount of tax payable on a gain arising on a transfer. No tax will arise on the Company in respect of chargeable events in respect of a Shareholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event provided that a 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. In the absence of either a Relevant Declaration or the Company satisfying and availing of equivalent measures (see paragraph headed *“Equivalent Measures”* below) there is a presumption that the investor is Irish Resident or Ordinarily Resident in Ireland. A chargeable event does not include:

- An exchange by a Shareholder, effected by way of an arms-length bargain where no payment is made to the Shareholder, 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 by order of the Irish Revenue Commissioners;
- A transfer by a Shareholder of the entitlement to Shares where the transfer is between spouses and former spouses, subject to certain conditions; or
- 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.

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 the beneficial owner of the Shares 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.

Dividends received by the Company from investment in Irish equities may be subject to Irish dividend withholding tax at a rate of 25% (such sum representing income tax). However, the Company can make a declaration to the payer that it is a collective investment undertaking beneficially entitled to the dividends which will entitle the Company to receive such dividends without deduction of Irish dividend withholding tax.

### **Stamp Duty**

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 securities, property or other types of assets, Irish stamp duty may arise on the transfer of such assets.

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 (1) of the Taxes Act (that is not an Irish Real Estate Fund within the meaning of Section 739K of the Taxes Act) or a “qualifying company” within the meaning of Section 110 of the Taxes Act) which is registered in Ireland.

### **Shareholders Tax**

#### *Shares which are held in a Recognised Clearing System*

Any payments to a Shareholder or any encashment, redemption, cancellation or transfer of Shares held in a Recognised Clearing System will not give rise to a chargeable event in the Company (there is however ambiguity in the legislation as to whether the rules outlined in this paragraph with regard to Shares held in a Recognised Clearing System, apply in the case of chargeable events arising on a deemed disposal, therefore, as previously advised, Shareholders should seek their own tax advice in this regard). Thus the Company will not have to deduct any Irish taxes on such payments regardless of whether they are held by Shareholders who are Irish Residents or Ordinarily Resident in Ireland, or whether a non-resident Shareholder has made a Relevant Declaration. However, Shareholders who are Irish Resident or Ordinarily Resident in Ireland or who are not Irish Resident or Ordinarily Resident in Ireland but whose Shares are attributable to a branch or agency in Ireland may still have a liability to account for Irish tax on a distribution or encashment, redemption or transfer of their Shares.

To the extent any Shares are not held in a Recognised Clearing System at the time of a chargeable event (and subject to the discussion in the previous paragraph relating to a chargeable event arising on a deemed disposal), the following tax consequences will typically arise on a chargeable event.

#### *Shareholders who are neither Irish Residents nor Ordinarily Resident in Ireland*

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 Ordinarily Resident in Ireland, (b) the

Shareholder has made a Relevant Declaration on or about the time when the Shares are applied for or acquired by the Shareholder 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 either a Relevant Declaration (provided in a timely manner) or the Company satisfying and availing of equivalent measures (see paragraph headed "*Equivalent Measures*" below) 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 Ordinarily Resident in Ireland. The appropriate tax that will be deducted is as described below.

To the extent that a Shareholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Ordinarily Resident in Ireland no tax will have to be deducted by the Company on the occasion of a chargeable event provided that either (i) the Company satisfied and availed of the equivalent measures or (ii) the Intermediary has made a Relevant Declaration that he/she is 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.

Shareholders who are neither Irish Residents nor Ordinarily Resident in Ireland and either (i) the Company has satisfied and availed of the equivalent measures or (ii) such Shareholders have made Relevant Declarations in respect of which the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, 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 their Shares or gains made on disposals of the 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 provides for a refund of tax only to companies within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances.

#### *Shareholders who are Irish Residents or Ordinarily Resident in Ireland*

Unless a Shareholder is an Exempt Irish Investor and makes a Relevant Declaration to that effect 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 unless the Shares are purchased by the Courts Service, tax at the rate of 41% (25% where the Shareholder is a company and an appropriate declaration is in place) will be required to be deducted by the Company from a distribution (where payments are made annually or at more frequent intervals) to a Shareholder who is Irish Resident or Ordinarily Resident in Ireland. Similarly, tax at the rate of 41% (25% where the Shareholder is a company and an appropriate declaration is in place) will have to be deducted by the Company on any other distribution or gain arising to the Shareholder (other than an Exempt Irish Investor who has made a Relevant Declaration) on an encashment, redemption, cancellation, transfer or deemed disposal (see below) of Shares by a Shareholder who is Irish Resident or Ordinarily Resident in Ireland.

The Finance Act 2006 introduced rules (which were subsequently amended by the Finance Act 2008) in relation to an automatic exit tax for Shareholders who are Irish Resident or Ordinarily Resident in Ireland in respect of Shares held by them in the Company at the ending of a Relevant Period. Such Shareholders (both companies and individuals) will be deemed to have disposed of their Shares (“deemed disposal”) at the expiration of that Relevant Period and will be charged to tax at the rate of 41% (25% where the Shareholder is a company and an appropriate declaration is in place) on any deemed gain (calculated without the benefit of indexation relief) accruing to them based on the increased value (if any) of the Shares since purchase or since the previous exit tax applied, whichever is later.

For the purposes of calculating if any further tax arises on a subsequent chargeable event (other than chargeable events arising from the ending of a subsequent Relevant Period or where payments are made annually or at more frequent intervals), the preceding deemed disposal is initially ignored and the appropriate tax calculated as normal. Upon calculation of this tax, credit is immediately given against this tax for any tax paid as a result of the preceding deemed disposal. Where the tax arising on the subsequent chargeable event is greater than that which arose on the preceding deemed disposal, the Company will have to deduct the difference. Where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal, the Company will refund the Shareholder for the excess (subject to the paragraph headed “15% threshold” below).

#### 10% Threshold

The Company will not have to deduct tax (“exit tax”) in respect of this deemed disposal where the value of the chargeable shares (i.e. those Shares held by Shareholders to whom the declaration procedures do not apply) in the Company (or in the Fund within an umbrella scheme) is less than 10% of the value of the total Shares in the Company (or in the Fund) and the Company has made an election to report certain details in respect of each affected Shareholder to the Irish Revenue Commissioners (the “Affected Shareholder”) in each year that the de minimus limit applies. In such a situation the obligation to account for the tax on any gain arising on a deemed disposal will be the responsibility of the Shareholder on a self-assessment basis (“self-assessors”) as opposed to the Company or Fund (or their service providers). The Company is deemed to have made the election to report once it has advised the Affected Shareholders in writing that it will make the required report.

#### 15 % Threshold

As previously stated where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal (e.g. due to a subsequent loss on an actual disposal), the Company will refund the Shareholder the excess. Where however immediately before the subsequent chargeable event, the value of chargeable shares in the Company (or in the Fund within an umbrella scheme) does not exceed 15% of the value of the total Shares, the Company (or Fund) may elect to have any excess tax arising repaid directly by the Irish Revenue Commissioners to the Shareholder. The Company is deemed to have made this election once it notifies the Shareholder in writing that any repayment due will be made directly by the Irish Revenue Commissioners on receipt of a claim by the Shareholder.

## *Other*

To avoid multiple deemed disposal events for multiple Shares an irrevocable election under Section 739D(5B) can be made by the Company to value the Shares held at the 30th June or 31st December of each year prior to the deemed disposal occurring. While the legislation is ambiguous, it is generally understood that the intention is to permit a fund to group shares in six month batches and thereby make it easier to calculate the exit tax by avoiding having to carry out valuations at various dates during the year resulting in a large administrative burden.

The Irish Revenue Commissioners have provided updated investment undertaking guidance notes which deal with the practical aspects of how the above calculations/objectives will be accomplished.

Shareholders (depending on their own personal tax position) who are Irish Resident or Ordinarily Resident in Ireland may still be required to pay tax or further tax on a distribution or gain arising on an encashment, redemption, cancellation, transfer or deemed disposal of their Shares. Alternatively they may be entitled to a refund of all or part of any tax deducted by the Company on a chargeable event.

## *Equivalent Measures*

The Finance Act 2010 ("Act") introduced measures commonly referred to as equivalent measures to amend the rules with regard to Relevant Declarations. The position prior to the Act was that no tax would arise on an investment undertaking with regard to chargeable events in respect of a shareholder who was neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event, provided that a Relevant Declaration was in place and the investment undertaking was not in possession of any information which would reasonably suggest that the information contained therein was no longer materially correct. In the absence of a Relevant Declaration there was a presumption that the investor was Irish Resident or Ordinarily Resident in Ireland. The Act however contained provisions that permit the above exemption in respect of shareholders who are not Irish Resident nor Ordinarily Resident in Ireland to apply where the investment undertaking is not actively marketed to such investors and appropriate equivalent measures are put in place by the investment undertaking to ensure that such shareholders are not Irish Resident nor Ordinarily Resident in Ireland and the investment undertaking has received approval from the Irish Revenue Commissioners in this regard.

## *Personal Portfolio Investment Undertaking*

The Finance Act 2007 introduced provisions regarding the taxation of Irish Resident individuals or Ordinarily Resident in Ireland individuals who hold shares in investment undertakings. These provisions introduced the concept of a personal portfolio investment undertaking ("PPIU"). Essentially, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor can influence 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. Depending on individuals' circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals' who can "influence" selection. Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual on or after 20th February 2007, will be taxed at the rate of 60%. Specific

exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted shares deriving their value from land.

## **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 investors to the Irish 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;

- Exempt Irish Investors (as defined above);
- Shareholders who are neither Irish Resident nor Ordinarily Resident in Ireland (provided the relevant declaration has been made); or
- Shareholders whose Shares are held in a Recognised Clearing System.

## **Capital Acquisitions Tax**

The disposal of Shares may be subject to Irish gift or inheritance tax (Capital Acquisitions Tax). However, provided that the Company falls within the definition of investment undertaking (within the meaning of Section 739B (1) of the Taxes Act), the disposal of Shares by a Shareholder is not liable to Capital Acquisitions Tax provided 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, the Shareholder disposing ("disponer") of the Shares is neither domiciled nor Ordinarily Resident in Ireland; and (c) the Shares are comprised in the gift or inheritance at the date of such gift or inheritance and at the valuation date.

With regard to Irish tax residency for Capital Acquisitions Tax purposes, special rules apply for non-Irish domiciled persons. A non-Irish domiciled donee or disponer will not be deemed to be resident or ordinarily resident in Ireland at the relevant date unless;

- i) that person has been resident in Ireland for the 5 consecutive years of assessment immediately preceding the year of assessment in which that date falls; and
- ii) that person is either resident or ordinarily resident in Ireland on that date.

## **Compliance with US reporting and withholding requirements**

The foreign account tax compliance provisions ("FATCA") of the Hiring Incentives to Restore Employment Act 2010 represent an expansive information reporting regime enacted by the United States ("US") aimed at ensuring that Specified US Persons with financial assets outside the US are

paying the correct amount of US tax. FATCA will generally impose a withholding tax of up to 30% with respect to certain US source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce US source interest or dividends paid to a foreign financial institution (“**FFI**”) unless the FFI enters directly into a contract (“**FFI agreement**”) with the US Internal Revenue Service (“**IRS**”) or alternatively the FFI is located in a IGA country (please see below). An FFI agreement will impose obligations on the FFI including disclosure of certain information about US investors directly to the IRS and the imposition of withholding tax in the case of non-compliant investors. For these purposes the Company would fall within the definition of a FFI for the purpose of FATCA.

In recognition of both the fact that the stated policy objective of FATCA is to achieve reporting (as opposed to being solely the collecting of withholding tax) and the difficulties which may arise in certain jurisdictions with respect to compliance with FATCA by FFIs, the US developed an intergovernmental approach to the implementation of FATCA. In this regard the Irish and US Governments signed an intergovernmental agreement (“**Irish IGA**”) on the 21<sup>st</sup> December 2012 and provisions were included in Finance Act 2013 for the implementation of the Irish IGA and also to permit regulations to be made by the Irish Revenue Commissioners with regard to registration and reporting requirements arising from the Irish IGA. In this regard, the Irish Revenue Commissioners (in conjunction with the Department of Finance) have issued Regulations – S.I. No. 292 of 2014 which is effective from 1 July 2014. Supporting Guidance Notes have been issued by the Irish Revenue Commissioners and are updated on ad-hoc basis.

The Irish IGA is intended to reduce the burden for Irish FFIs of complying with FATCA by simplifying the compliance process and minimising the risk of withholding tax. Under the Irish IGA, information about relevant US investors will be provided on an annual basis by each Irish FFI (unless the FFI is exempted from the FATCA requirements) directly to the Irish Revenue Commissioners. The Irish Revenue Commissioners will then provide such information to the IRS (by the 30th September of the following year) without the need for the FFI to enter into a FFI agreement with the IRS. Nevertheless, the FFI will generally be required to register with the IRS to obtain a Global Intermediary Identification Number commonly referred to as a GIIN.

Under the Irish IGA, FFIs should generally not be required to apply 30% withholding tax. To the extent the Company does suffer US withholding tax on its investments as a result of FATCA, the Directors may take any action in relation to an investor's investment in the Company to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information or to become a participating FFI gave rise to the withholding.

Each prospective investor should consult their own tax advisor regarding the requirements under FATCA with respect to their own situation.

### **Common Reporting Standard**

On 14 July 2014, the OECD issued the Standard for Automatic Exchange of Financial Account Information (the “**Standard**”) which therein contains the Common Reporting Standard (“**CRS**”). This has been applied in Ireland by means of the relevant international legal framework and Irish tax legislation.



Additionally, on 9 December 2014, the European Union adopted EU Council Directive 2014/107/EU, amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (“**DAC2**”) which, in turn, has been applied in Ireland by means of the relevant Irish tax legislation.

The main objective of the CRS and DAC2 is to provide for the annual automatic exchange of certain financial account information between relevant tax authorities of participating jurisdictions or EU member states.

The CRS and DAC2 draw extensively on the intergovernmental approach used for the purposes of implementing FATCA and, as such, there are significant similarities between the reporting mechanisms. However, whereas FATCA essentially only requires reporting of specific information in relation to Specified US Persons to the IRS, the CRS and DAC2 have significantly wider ambit due to the multiple jurisdictions participating in the regimes.

Broadly speaking, the CRS and DAC2 will require Irish Financial Institutions to identify Account Holders (and, in particular situations, Controlling Persons of such Account Holders) resident in other participating jurisdictions or EU member states and to report specific information in relation to these Account Holders (and, in particular situations, specific information in relation to identified Controlling Persons) to the Irish Revenue Commissioners on an annual basis (which, in turn, will provide this information to the relevant tax authorities where the Account Holder is resident). In this regard, please note that the Company will be considered an Irish Financial Institution for the purposes of the CRS and DAC2.

For further information on the CRS and DAC2 requirements of the Company, please refer to the below “CRS/DAC2 Data Protection Information Notice”.

#### *CRS/DAC2 Data Protection Information Notice*

The Company hereby confirms that it intends to take such steps as may be required to satisfy any obligations imposed by (i) the Standard and, specifically, the CRS therein, as applied in Ireland by means of the relevant international legal framework and Irish tax legislation and (ii) DAC2, as applied in Ireland by means of the relevant Irish tax legislation, so as to ensure compliance or deemed compliance (as the case may be) with the CRS and the DAC2 from 1 January 2016.

The Company is obliged under Section 891F and Section 891G of the Taxes Act and regulations made pursuant to those sections to collect certain information about each Shareholder’s tax arrangements (and also collect information in relation to relevant Controlling Persons of specific Shareholders).

In certain circumstances the Company may be legally obliged to share this information and other financial information with respect to a Shareholder’s interests in the Company with the Irish Revenue Commissioners (and, in particular situations, also share information in relation to relevant Controlling Persons of specific Shareholders). In turn, and to the extent the account has been identified as a Reportable Account, the Irish Revenue Commissioners will exchange this information with the country of residence of the Reportable Person(s) in respect of that Reportable Account.

In particular, information that may be reported in respect of a Shareholder (and relevant Controlling Persons, if applicable) includes name, address, date of birth, place of birth, account number, account balance or value at year end (or, if the account was closed during such year, the balance or value at the date of closure of the account), any payments (including redemption and dividend/interest payments) made with respect to the account during the calendar year, tax residency(ies) and tax identification number(s).

Shareholders (and relevant Controlling Persons) can obtain more information on the Company's tax reporting obligations on the website of the Irish Revenue Commissioners (which is available at <http://www.revenue.ie/en/business/aeoi/index.html>) or the following link in the case of CRS only: <http://www.oecd.org/tax/automatic-exchange/>.

All capitalised terms above, unless otherwise defined in this paragraph, shall have the same meaning as they have in the Standard and EU Council Directive 2014/107/EU (as applicable).

### **Mandatory Disclosure Rules**

Council Directive (EU) 2018/822 (amending Directive 2011/16/EU), commonly referred to as "DAC6", became effective on 25 June 2018. Relevant Irish tax legislation has since been introduced to implement this Directive in Ireland.

DAC6 creates an obligation for persons referred to as "intermediaries" to make a return to the relevant tax authorities of information regarding certain cross-border arrangements with particular characteristics, referred to as "hallmarks" (most of which focus on aggressive tax planning arrangements). In certain circumstances, instead of an intermediary, the obligation to report may pass to the relevant taxpayer of a reportable cross-border arrangement.

The transactions contemplated under the prospectus may fall within the scope of DAC6 and thus may qualify as reportable cross-border arrangements. If that were the case, any person that falls within the definition of an "intermediary" (this could include the Administrator, the legal and tax advisers of the Company, the Manager, the Investment Manager and Promoter etc.) or, in certain circumstances, the relevant taxpayer of a reportable cross-border arrangement (this could include Shareholder(s)) may have to report information in respect of the transactions to the relevant tax authorities. Please note that this may result in the reporting of certain Shareholder information to the relevant tax authorities.

Shareholders and prospective investors should consult their own tax advisor regarding the requirements of DAC6 with respect to their own situation.

### **United Kingdom Taxation**

**The following information is based on enacted laws and current practice in the UK. It is not comprehensive and is subject to change. Prospective investors should consult their own professional advisers as to the implications of buying, holding or disposing of Shares.**

The Directors intend to conduct the affairs of the Fund so that it does not become resident in the UK for taxation purposes. Accordingly, provided the Fund does not exercise a trade within the UK or carry on a trade in the UK through a permanent establishment, the Fund will not be subject to UK income or corporation tax other than on certain UK source income.

It is not expected that the activities of the Fund will be regarded as trading activities for the purposes of UK taxation. However, to the extent that the trading activities are carried on in the UK they may in principle be liable to UK tax. The profit from such trading activities will not, based on Section 1146 of the Corporation Tax Act 2010 and Section 835M of the Income Tax Act 2007, be assessed to UK tax provided that the Fund and the Investment Manager meet certain conditions. The Directors and the Manager intend to conduct the respective affairs of the Fund and the Manager so that all the conditions are satisfied, so far as those conditions are within their respective control. Certain income received by the Fund, which has a UK source, may be subject to deduction of tax in the UK.

## **Shareholders**

Subject to personal circumstances, Shareholders resident in the UK for taxation purposes will be liable to UK income tax or corporation tax in respect of any income distributions (including reported income) of the Fund (whether or not such distributions are reinvested). The tax treatment and applicable rate will depend on whether the income distributions are treated as dividends or interest.

The attention of Shareholders is drawn to Chapter 3 of Part 6 of the Corporation Tax Act 2009 and Section 378A of the Income Tax (Trading and Other Income) Act 2005 which provide that certain distributions from offshore funds that are economically similar to payments of yearly interest will be chargeable to tax as if they were yearly interest. A distribution is treated as interest if the offshore fund, at any time during the “relevant period”, holds more than 60% of its assets in the form of qualifying investments (the “qualifying investment test”). Qualifying investments include money placed at interest (other than cash awaiting investment), debt securities or certain other investments. Such a fund is widely referred to as a “Bond Fund” (although the term does not feature in tax legislation).

Shareholders subject to UK income tax will pay tax at their full income tax marginal rate on such ‘interest distributions’ if the Fund holds more than 60% of its assets in qualifying investments at any time during the relevant period. Otherwise, income distributions received will be taxed as dividends at the lower dividend marginal rates. Since April 2016, UK resident individuals have no longer received a dividend tax credit. Instead a new allowance of £5,000, taxed at 0%, has been introduced. Any dividend income above £5,000 is now subject to income tax on foreign dividends at the rates of 7.5% for basic rate taxpayers, 32.5% for higher rate taxpayers and 38.1% for additional rate taxpayers. Modified rules, which are not discussed in this summary, apply to UK resident Shareholders who are individuals not domiciled within the UK.

Under the corporate debt tax regime in the UK any corporate Shareholder which is within the charge to UK corporation tax will be taxed on the increase in value of its holding on a fair value basis (rather than on disposal) or will obtain tax relief on any equivalent decrease in value, if the investments of the Fund

consists of more than 60% (by value) of “qualifying investments” at any time during the relevant period. If the Fund does not hold more than 60% (by value) of “qualifying investments” at any time during the relevant period, Shareholders who are subject to UK corporation tax should generally expect to be exempt from UK taxation in respect of dividends from the Fund, provided that the dividend income does not fall to be treated as trading income. If the dividend income is treated as trading income then it will be subject to the standard corporation tax rate (20% for the 2016/2017 tax year but falling to 17% by 2020).

A Shareholding in the Fund is likely to constitute an interest in an “offshore fund” for the purposes of Part 8 of the Taxation (International and Other provisions etc.) Act 2010. Each Share class within a fund is treated as an offshore fund for the purposes of United Kingdom taxation. A Shareholder who is resident in the UK for taxation purposes and holds an interest in an offshore fund will be taxed on any accrued gain at the time of sale, redemption or other disposal as income (“offshore income gains”), unless the Share class was a “reporting fund” (or previously a fund with distributor status) throughout the period during which the Shareholder holds an interest.

### **UK Reporting Fund Regime**

In broad terms, under the Offshore Fund Regulations 2009 (the “Regulations”), a ‘reporting fund’ is an offshore fund that meets certain upfront and annual reporting requirements to HMRC and its Shareholders. The Directors manage the affairs of the Fund so that these upfront and annual duties are met and continue to be met on an on-going basis for each of the relevant classes within the Company. Such annual duties will include calculating and reporting the income returns of the offshore fund for each reporting period (as defined for UK tax purposes) on a per-Share basis to all relevant Shareholders. UK Shareholders which hold their interests at the end of the reporting period to which the reported income relates, will be subject to income tax or corporation tax on the excess reportable income (i.e. total reportable income less distributions already taxed in the hands of the investor). The reported income will be deemed to arise to UK Shareholders six months following the end of the relevant reporting period. Any gain accruing to the investor upon the sale, redemption or other disposal of their interest in a reporting fund will be subsequently taxed as a capital gain, with any undistributed income that has been subject to tax being treated as capital expenditure for the purpose of computing the amount of the chargeable gain.

Once reporting fund status is obtained from HMRC for the relevant classes, it will remain in place permanently so long as the annual requirements are undertaken. Should an investor wish to receive further information on the implications of the Fund obtaining such status they should seek professional advice.

The Company has obtained reporting fund status for certain Share classes of certain Funds. The Company may decide in future to apply for other Share classes to join the reporting fund regime.

For the purposes of UK Taxation a switch from Shares in one Fund to Shares in another Fund will generally be regarded as a disposal. A switch of Shares in the Fund from one class of Shares to another class of Shares in a Fund may also constitute a disposal.

Investors resident in the UK for tax purposes holding shares in a non-reporting fund which subsequently becomes a UK “reporting fund” can elect to make a deemed disposal on the date that the fund becomes a reporting fund. Such an election would crystallise any gains accrued to that date and would be subject to income tax. Gains which then accrue after the deemed disposal date would be treated as capital gains. The election must be made by the Shareholder in their tax return for the year in which the deemed disposal occurs. If an election is not made, the entire gain will be taxed as income on disposal.

Under current law a disposal of Shares (which includes a redemption) by an individual Shareholder who is resident in the United Kingdom for taxation purposes should be taxed at the current capital gains tax rate of 10% or 20% depending on the applicable marginal rate. The principal factors that will determine the extent to which such capital gains will be subject to capital gains tax are the level of annual allowance of tax free gains in the year in which the disposal takes place, the extent to which the Shareholder realises any other capital gains in that year and the extent to which the Shareholder has incurred capital losses in that or any earlier tax year.

Holders of Shares who are bodies corporate resident in the United Kingdom for taxation purposes will be taxed on any such gains at the applicable corporation tax rate, but may benefit from indexation allowance which, in general terms, increases the capital gains tax base cost of an asset in accordance with the rise in the retail prices index.

Shareholders who are not resident in the United Kingdom for taxation purposes should not generally be subject to United Kingdom taxation on any gain realised on any sale, redemption or other disposal of their Shares unless their holding of Shares is connected with a branch or agency through which the relevant Shareholder carries on a trade, profession or vocation in the United Kingdom.

### **Other UK Tax Provisions**

The attention of individuals resident in the UK for tax purposes is drawn to Chapter II of Part XIII of the Income Tax Act 2007, which may render them liable to income tax in respect of undistributed income or profits of the Fund. These provisions are aimed at preventing the avoidance of income tax by individuals through a transaction resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad and may render them liable to income or corporation tax in respect of undistributed income or profits of the Fund on an annual basis.

The attention of persons resident in the UK (and who, if they are individuals, are domiciled in the UK) is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains 1992 (“Section 13”). Under this section, if the Fund would be treated as a close company were it resident in the UK, holders of more than a 10% interest in the Fund could be assessed to UK tax on their relevant share the Company’s capital gains.

These provisions could, if applied, result in a person being treated as if part of any gain accruing to the Fund (such as on a disposal of its investments that constitutes a chargeable gain for those purposes) had accrued to that person directly; that part being equal to the proportion of the assets of the Fund to

which that person would be entitled on the winding up of the Fund at the time when the chargeable gain accrued to the Fund. The rules were extended by the provisions of section 14A of Taxation of Chargeable Gains Act 1992 to individuals who are domiciled outside the UK, subject to the remittance basis in particular circumstances.

As disposals of certain Share classes are subject to tax as offshore income gains, the Regulations rather than Section 13 may apply. Regulation 24 substitutes 'offshore income gain' for any reference to 'chargeable gain' in Section 13. There is some uncertainty as regards whether Regulation 24 actually operates in the way that it was intended, since it may be interpreted as only applying to offshore income gains generated by offshore funds, as opposed to any capital gains accruing to the offshore funds. Despite this uncertainty, it would be prudent to assume that Regulation 24 applies to all capital gains realised by offshore funds in the same way as Section 13, since this would appear to have been the intention of the UK tax authorities when the legislation was drafted.

The attention of UK resident corporate Shareholders is drawn to the provisions of Part 9A of the Taxation (International and Other Provisions) Act 2010. These provisions may subject United Kingdom resident companies to corporation tax on profits of non-resident companies, controlled by persons resident in the United Kingdom, in which they have an interest. These provisions affect United Kingdom resident companies who are entitled to at least 25% of the profits of a non-United Kingdom resident company, where that non-United Kingdom resident company is controlled by residents of the United Kingdom (or is controlled by two persons taken together, one of whom is resident in the United Kingdom for tax purposes and has at least 40% of the interests, rights and powers by which those persons control the Company, and the other of whom has at least 40% and not more than 55% of such interests, rights and powers). The legislation is not directed towards the taxation of chargeable gains. The effect of these provisions could be to render such corporate Shareholder companies liable to United Kingdom corporation tax in respect of their share of the profits of the Company unless a number of available exemptions are met.

A charge to tax cannot arise however, unless the non-resident company is under the control of persons resident in the United Kingdom and, on an apportionment of the non-resident's "chargeable profits", more than 25% would be attributed to the United Kingdom resident and persons associated or connected with them.

### **Stamp Duty and Stamp Duty Reserve Tax**

Liability to UK stamp duty will not arise provided that any instrument in writing, transferring Shares in the Fund, or shares acquired by the Fund, is executed and retained at all times outside the UK. However, the Fund may be liable to transfer taxes in the UK on acquisitions and disposals of investments. In the UK, stamp duty or Stamp Duty Reserve Tax at a rate of 0.5% will be payable by the Fund on the acquisition of shares in companies that are either incorporated in the UK or that maintain a share register there.

Because the Fund is not incorporated in the UK and the register of Shareholders will be kept outside the UK, no liability to stamp duty reserve tax will arise by the reason of the transfer, subscription for and

or redemption of Shares except as stated above.

Shareholders should note that other aspects of United Kingdom taxation legislation may also be relevant to their investment in the Fund.

### **Passive Foreign Investment Companies**

The Company would likely be classified as a “passive foreign investment company” for U.S. federal income tax purposes (a “PFIC”), which would cause a taxable “United States person” for U.S. federal income tax purposes who or that invests in the Company (a “U.S. Investor”) to be subject to taxation under Sections 1291 through 1298 of the U.S. Internal Revenue Code 1986, as amended (the “Code”). In general, a non-U.S. entity treated as a corporation for U.S. federal income tax purposes is classified as a PFIC if (i) 75% or more of its gross income constitutes “passive income” (generally interest, dividends, royalties, rent and similar income, and gains on disposition of assets that generate such income), or (ii) 50% or more of its assets produce passive income or are held for the production of such income.

If the Company is classified as a PFIC, then a U.S. Investor could be subject to substantial adverse U.S. federal income tax consequences with respect to such PFIC. If the Company qualifies as a PFIC and a U.S. Investor does not make a “qualified electing fund” election (as defined in Section 1297 of the Code) (a “QEF Election”) with respect to the Company, distributions received by a U.S. Investor from the Company, to the extent they exceed 125% of the average distributions received in respect of the Company in the preceding three years, and gains recognized when the interests in the Company are sold, will be subject to a special taxing regime. Such excess distributions and gains will be allocated ratably over the holding period for such interests; the amount allocated to the current year will be taxed as ordinary income; and the amount allocated to any previous year will be taxable at the highest rate of tax in effect for the U.S. Investor for that year. An interest charge also will be imposed. Any adverse federal income tax consequences of a PFIC investment may be limited if a QEF election is made by the U.S. Investor. Under such election, a U.S. Investor would generally be required to include currently its pro rata share of the Company’s ordinary earnings and net capital gain. If that income is later distributed, such distribution would be tax-free. There are no assurances, however, that a QEF election can be made. The Company must provide certain annual information to a U.S. Investor that makes a QEF election. We can provide no assurance, however, that the Company can or will provide such information.

## **6. GENERAL INFORMATION**

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

- (a) The Company was incorporated in Ireland on 19 March, 2013 as an investment company with variable capital with limited liability under registration number 525228. The Company has no subsidiaries.
- (b) The registered office of the Company is as stated in the Directory at the front of the Prospectus.
- (c) Clause 3.00 of the Memorandum of Association of the Company provides that the Company's sole object is the collective investment in either or both transferable securities and other liquid financial assets referred to in Regulation 68 of the UCITS Regulations of capital raised from the public and the Company operates on the principle of risk spreading.
- (d) The authorised share capital of the Company is 500,000,000,000 Shares of no par value and 2 redeemable non-participating shares of no par value issued at €1.00 each. Non-participating Shares do not entitle the holders thereof to any dividend and on a winding up entitle the holders thereof to receive the amount paid up thereon but do not otherwise entitle them to participate in the assets of the Company. The Directors have the power to allot shares in the capital of the Company on such terms and in such manner as they may think fit. The two non-participating Shares currently in issue were taken by the subscribers to the Company and transferred to the Investment Manager.
- (e) As at the date of this Prospectus no Fund has commenced operations and no accounts therefore have been made up and no dividends have been declared.

### **2. Variation of Share Rights and Pre-Emption Rights**

- (a) The rights attaching to the Shares issued in any Class or Fund may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the Shareholders of three-quarters of the issued Shares of that Class or Fund, or with the sanction of an ordinary resolution passed at a general meeting of the Shareholders of that Class or Fund.
- (b) A resolution in writing signed by all the Shareholders and holders of non-participating shares for the time being entitled to attend and vote on such resolution at a general meeting of the Company shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution.
- (c) The rights attaching to the Shares shall not be deemed to be varied by the creation, allotment or issue of any further Shares ranking *pari passu* with Shares already in issue.
- (d) There are no rights of pre-emption upon the issue of Shares in the Company.



### **3. Voting Rights**

The following rules relating to voting rights apply:-

- (a) Fractions of Shares do not carry voting rights.
- (b) Every Shareholder or holder of non-participating shares present in person or by proxy who votes on a show of hands shall be entitled to one vote.
- (c) The chairman of a general meeting of a Fund or Class or any Shareholder of a Fund or Class present in person or by proxy at a meeting of a Fund or Class may demand a poll. The chairman of a general meeting of the Company or at least two members present in person or by proxy or any Shareholder or Shareholders present in person or by proxy representing at least one tenth of the Shares in issue having the right to vote at such meeting may demand a poll.
- (d) On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Share held by him and every holder of non-participating shares shall be entitled to one vote in respect of all non-participating shares held by him. A Shareholder entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way.
- (e) In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- (f) Any person (whether a Shareholder or not) may be appointed to act as a proxy; a Shareholder may appoint more than one proxy to attend on the same occasion.
- (g) Any instrument appointing a proxy must be deposited at the registered office, not less than 48 hours before the meeting or at such other place or by such other means and by such time as is specified in the notice convening the meeting. The Directors may at the expense of the Company send by post or otherwise to the Shareholders instruments of proxy (with or without prepaid postage for their return) and may either leave blank the appointment of the proxy or nominate one or more of the Directors or any other person to act as proxy.
- (h) To be passed, ordinary resolutions of the Company or of the Shareholders of a particular Fund or Class will require a simple majority of the votes cast by the Shareholders voting in person or by proxy at the meeting at which the resolution is proposed. Special resolutions of the Company or of the Shareholders of a particular Fund or Class will require a majority of not less than 75% of the Shareholders present in person or by proxy and voting in general meeting in order to pass a special resolution including a resolution to amend the Articles.

### **4. Meetings**

- (a) The Directors may convene extraordinary general meetings of the Company at any time. The Company shall in each year hold a general meeting as its annual general meeting in addition to

any other meeting in that year. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.

- (b) Not less than twenty one days' notice of every annual general meeting and any meeting convened for the passing of a special resolution must be given to Shareholders and fourteen days' notice must be given in the case of any other general meeting.
- (c) Two members present either in person or by proxy shall be a quorum for a general meeting provided that the quorum for a general meeting convened to consider any alteration to the Class rights of Shares shall be two Shareholders holding or representing by proxy at least one third of the issued Shares of the relevant Fund or Class. If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same time, day and place in the next week or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum and in the case of a meeting of a Fund or Class convened to consider the variation of rights of Shareholders in such Fund or Class the quorum shall be one Shareholder holding Shares of the Fund or Class in question or his proxy. All general meetings will be held in Ireland.
- (d) The foregoing provisions with respect to the convening and conduct of meetings shall save as otherwise specified with respect to meetings of Funds or Classes and, subject to the Act, have effect with respect to separate meetings of each Fund or Class at which a resolution varying the rights of Shareholders in such Fund or Class is tabled.

## **5. Reports and Accounts**

The Company will prepare an annual report and audited accounts as of 31<sup>st</sup> December in each year and a half-yearly report and unaudited accounts as of 30<sup>th</sup> June in each year following the first annual report which was made up to 31<sup>st</sup> December, 2013 and the first semi-annual report which was made up to 30<sup>th</sup> June, 2014. The audited annual report and accounts will be published within four months of the Company's financial year end and its semi-annual report will be published within 2 months of the end of the half year period and in each case will be offered to subscribers before conclusion of a contract and supplied to Shareholders and will be available to the public at the office of the Administrator (as set out in the Directory).

## **6. Communications and Notices to Shareholders**

Communications and Notices to Shareholders or the first named of joint Shareholders shall be deemed to have been duly given as follows:

MEANS OF DISPATCH

DEEMED RECEIVED

Delivery by Hand	:	The day of delivery or next following working day if delivered outside usual business hours.
Post	:	2 Business Days after posting.
Fax	:	The day on which a positive transmission receipt is received.
Electronically	:	The day on which the electronic transmission has been sent to the electronic information system designated by a Shareholder.
Publication of Notice or Advertisement of Notice	:	The day of publication in a daily newspaper circulating in the country or countries where shares are marketed.

## **7. Transfer of Shares**

- (a) Transfers of Shares may be effected in writing in any usual or common form, signed by or on behalf of the transferor and every transfer shall state the full name and address of the transferor and transferee.
- (b) The Directors may from time to time specify a fee for the registration of instruments of transfer provided that the maximum fee may not exceed 5% of the Net Asset Value of the Shares subject to the transfer on the Dealing Day immediately preceding the date of the transfer.

The Directors may without explanation and in their absolute discretion decline to register any transfer of Shares. Circumstances where the Directors may exercise this discretion include but are not limited to the following:-

- (i) in consequence of such transfer the transferor or the transferee would hold a number of Shares less than the Minimum Holding or the transferee would hold less than the Minimum Subscription;
- (ii) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
- (ii) the instrument of transfer is not deposited at the registered office of the Company or such other place as the Directors may reasonably require, accompanied by, such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, information and declarations of the type which may be requested from an applicant for Shares in the Company and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer; or

- (iv) they are aware or reasonably believe the transfer would result in the beneficial ownership of such Shares by a person in contravention of any restrictions on ownership as set out herein or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the Company or the relevant Fund or Shareholders generally.
- (c) The registration of transfers may be suspended for such periods as the Directors may determine provided always that each registration may not be suspended for more than 30 days.

## **8. Directors**

The following is a summary of the principal provisions in the Articles relating to the Directors:

- (a) Unless otherwise determined by an ordinary resolution of the Company in general meeting, the number of Directors shall not be less than two nor more than nine.
- (b) A Director need not be a Shareholder.
- (c) The Articles contain no provisions requiring Directors to retire on attaining a particular age or to retire on rotation.
- (d) A Director may vote and be counted in the quorum at a meeting to consider the appointment or the fixing or variation of the terms of appointment of any Director to any office or employment with the Company or any company in which the Company is interested, but a Director may not vote or be counted in the quorum on a resolution concerning his own appointment.
- (e) The Directors of the Company for the time being are entitled to such remuneration as may be determined by the Directors and disclosed in the Prospectus and may be reimbursed all reasonable travel, hotel and other expenses incurred in connection with the business of the Company or the discharge of their duties and may be entitled to additional remuneration if called upon to perform any special or extra services to or at the request of the Company. Any additional remuneration payable to the Directors will be provided for in the periodic reports of the Company.
- (f) 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 on such terms as to tenure of office or otherwise as the Directors may determine. A Director may not act as a director of the Depositary.
- (g) No Director shall be disqualified by his office from contracting with the Company as vendor, purchaser or otherwise, nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director who is so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Directors at which the proposal to enter into the contract or agreement is first

considered or, if the Director in question was not at the date of that meeting interested in the proposed contract or arrangement, at the next Directors' meeting held after he becomes so interested. A general notice in writing given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm is deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made.

- (h) A Director may not vote in respect of any contract or arrangement or any proposal whatsoever in which he has any material interest or a duty which conflicts with the interests of the Company and shall not be counted in the quorum at a meeting in relation to any resolution upon which he is debarred from voting unless the Directors resolve otherwise. However, a Director may vote and be counted in quorum in respect of any proposal concerning any other company in which he is interested directly or indirectly, whether as an officer or shareholder or otherwise, provided that he is not the holder of or beneficially interested in 5 per cent or more of the issued shares of any class of such company or of the voting rights available to members of such company. A Director may also vote and be counted in the quorum in respect of any proposal concerning an offer of Shares in which he is interested as a participant in an underwriting or sub-underwriting arrangement and may also vote in respect of the giving of any security, guarantee or indemnity in respect of money lent by the Director to the Company or in respect of the giving of any security, guarantee or indemnity to a third party in respect of a debt obligation of the Company for which the Director has assumed responsibility in whole or in part and in respect of any proposal concerning the purchase of directors' and officers' liability insurance.
- (i) The office of a Director shall be vacated in any of the following events namely:-
  - (a) if he resigns his office by notice in writing signed by him and left at the registered office of the Company;
  - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - (c) if he becomes of unsound mind;
  - (d) if he is absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated;
  - (e) if he ceases to be a Director by virtue of, or becomes prohibited or restricted from being a Director by reason of, an order made under the provisions of any law or enactment;
  - (f) if he is requested by a majority of the other Directors (not being less than two in number) to vacate office;
  - (g) if he is removed from office by ordinary resolution of the Company; or

- (h) if he ceases to be approved to act as a director by the Central Bank.

## **9. Directors' Interests**

- (a) None of the Directors has or has had any direct interest in the promotion of the Company or in any transaction effected by the Company which is unusual in its nature or conditions or is significant to the business of the Company up to the date of this Prospectus or in any contracts or arrangements of the Company subsisting at the date hereof other than:

Michael Berman is a partner and director of the Investment Manager.

- (b) As at the date of this Prospectus, one Director holds Shares in Stonehage Fleming Global Best Ideas Equity Fund a sub-fund of the Company. Save as otherwise referred to in this paragraph, no present Director or any connected person has any interests beneficial or non-beneficial in the share capital of the Company.
- (c) With the exception of the letters of appointment between each of the Directors and the Company, none of the Directors has a service contract with the Company nor are any such service contracts proposed.

## **10. Termination/Winding Up**

- (a) The Company or a Fund may be wound up if:
  - (i) At any time after the first anniversary of the incorporation of the Company, the Net Asset Value of the Company or any Fund falls below €10,000,000 on each Dealing Day for a period of 26 consecutive weeks and the Shareholders resolve by ordinary resolution to wind up the Company or the relevant Fund;
  - (ii) Within a period of three months from the date on which (a) the Depositary notifies the Company of its desire to retire in accordance with the terms of the Depositary Agreement and has not withdrawn notice of its intention to so retire, (b) the appointment of the Depositary is terminated by the Company in accordance with the terms of the Depositary Agreement, or (c) the Depositary ceases to be approved by the Central Bank to act as a depositary; no new Depositary has been appointed, the Directors shall instruct the Company Secretary to forthwith convene an extraordinary general meeting of the Company at which there shall be proposed an Ordinary Resolution to wind up the Company. Notwithstanding anything set out above, the Depositary's appointment shall only terminate on revocation of the Company's authorisation by the Central Bank. The Depositary has notified the Company of its desire to retire or ceases to be qualified to act as depositary or its appointment has been terminated and no new depositary has been appointed and the Shareholders resolve by ordinary resolution to wind up the Company or any Fund.

- (iii) The Shareholders resolve by ordinary resolution that the Company or any Fund by reason of its liabilities cannot continue its business and that it be wound up;
  - (iv) The Shareholders resolve by special resolution to wind up the Company or any Fund.
- (b) In the event of a winding up, the liquidator shall apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims.
- (c) The liquidator shall apply the assets of each Fund in satisfaction of liabilities incurred on behalf of or attributable to such Fund and shall not apply the assets of any Fund in satisfaction of any liability incurred on behalf of or attributable to any other Fund.
- (d) The assets available for distribution among the Shareholders shall be applied in the following priority:-
- (i) firstly, in the payment to the Shareholders of each Class or Fund of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined by the liquidator) as nearly as possible equal to the Net Asset Value of the Shares of the relevant Class or Fund held by such Shareholders respectively as at the date of commencement of winding up;
  - (ii) secondly, in the payment to the holders of non-participating shares of one Euro each per share out of the assets of the Company not comprised within any Fund provided that if there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Funds;
  - (iii) thirdly, in the payment to the Shareholders of each Class or Fund of any balance then remaining in the relevant Fund, in proportion to the number of Shares held in the relevant Class or Fund; and
  - (i) fourthly, any balance then remaining and not attributable to any Fund or Class shall be apportioned between the Funds and Classes pro-rata to the Net Asset Value of each Fund or attributable to each Class immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Shares in that Fund or Class held by them.
- (e) The liquidator may, with the authority of an ordinary resolution of the Company, divide among the Shareholders (pro rata to the value of their respective shareholdings in the Company) in specie the whole or any part of the assets of the Company and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit and the liquidation of the Company may be closed and the Company dissolved, provided that no Shareholder shall be

compelled to accept any asset in respect of which there is any liability. Further the liquidator may with like authority transfer the whole or part of the assets of the Company to a company or collective investment scheme (the "Transferee Company") on terms that Shareholders in the Company shall receive from the Transferee Company shares or units in the Transferee Company of equivalent value to their shareholdings in the Company.

- (f) Notwithstanding any other provision contained in the Memorandum and Articles of Association of the Company, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Shareholders to wind up the Company, the Company Secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the Company at which there shall be presented a proposal to appoint a liquidator to wind up the Company and if so appointed, the liquidator shall distribute the assets of the Company in accordance with the Memorandum and Articles of Association of the Company.

## **11. Indemnities and Insurance**

The Directors (including alternates if any), Company Secretary and other officers of the Company and its former directors and officers shall be indemnified by the Company against losses and expenses to which any such person may become liable 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 fraud, negligence or wilful default). The Company acting through the Directors is empowered under the Articles of Association to purchase and maintain for the benefit of persons who are or were at any time Directors or officers of the Company insurance against any liability incurred by such persons in respect of any act or omission in the execution of their duties or exercise of their powers.

## **12. General**

- (a) The Company does not have, nor has it had since incorporation, any employees.
- (b) The rights conferred on Shareholders by virtue of their shareholdings are governed by the Articles of Association, the general law of Ireland and the Act.
- (b) The Company has no subsidiaries.

## **13. Material Contracts**

The following contracts which are or may be material have been entered into otherwise than in the ordinary course of business:-

- (a) *Management Agreement* between the Company and the Manager dated 9<sup>th</sup> August, 2013 under which the Manager was appointed as manager of the Company. The Management Agreement may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Manager has the power to delegate its duties with the prior approval of the Central Bank.



The Management Agreement provides that the Company shall indemnify and keep indemnified and hold harmless the Manager and each of its directors, officers, servants, employees, agents and appointees from and against any and all actions, proceedings, damages, claims, demands, costs, losses, liabilities and costs or expenses including legal and professional fees and expenses which may be brought against or directly or indirectly suffered or incurred by the Manager in the performance or non-performance of its obligations or duties other than due to the fraud, bad faith, negligence or wilful default of the Manager or persons designated by it of its obligations or duties under the Management Agreement.

- (b) *Investment Management Agreement* between the Company, the Manager and Stonehage Investment Partners LLP dated 9<sup>th</sup> August, 2013, as novated to the Investment Manager by a novation agreement made between each of the Manager, the Investment Manager, Stonehage Investment Partners LLP and the Company dated 31 December, 2015, under which the Investment Manager was appointed as investment manager of the Company's assets subject to terms and conditions of the Investment Management Agreement. The Investment Management Agreement provides that the appointment of the Investment Manager may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Investment Manager has the power to delegate its duties in accordance with the Central Bank's requirements and the prior consent of the Company. The Investment Management Agreement provides that the Company shall indemnify the Investment Manager and its delegates, agents and employees against and hold it harmless from any actions, proceedings, damages, claims, costs, demands and expenses including legal and professional expenses brought against or suffered or incurred by the Investment Manager in the performance of its duties other than due to the negligence, fraud, bad faith or wilful default of the Investment Manager, its delegates, agents or employees in the performance of its obligations under the terms and conditions of the Investment Management Agreement. Under the terms of the Investment Management Agreement, the Investment Manager is also appointed by the Manager to act as distributor of the Shares of the Company.
- (c) *Administration Agreement* between the Company, the Manager and the Administrator dated 9<sup>th</sup> August, 2013 under which the latter was appointed as Administrator to manage and administer the affairs of the Company, subject to the terms and conditions of the Administration Agreement. The Administration Agreement may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Administrator has the power to delegate its duties with the prior approval of the Company and in accordance with the requirements of the Central Bank. The Administration Agreement provides that the Company shall indemnify the Administrator against all actions, claims, costs, damages, liabilities and expenses (including without limitation, attorney's fees on a full indemnity basis and amounts reasonably paid in settlement) incurred by the Administrator, its directors, officers, shareholders, employees or agents in the performance of its obligations or duties other than due to fraud, negligence, recklessness or wilful default of the Administrator, its directors, officers, employees, servants or agents in the performance of any of its obligations in the Administration Agreement.

- (d) *Depositary Agreement* between the Company and the Depositary dated 9<sup>th</sup> August, 2013 as amended and restated by way of an amended and restated depositary agreement dated 13 October, 2016 under which the Depositary was appointed as depositary of the Company's assets subject to the overall supervision of the Directors. The Depositary Agreement may be terminated by either party on 90 days' written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied material breach after notice provided that the Depositary shall continue to act as depositary until a successor depositary approved by the Central Bank is appointed by the Company or the Company's authorisation by the Central Bank is revoked. If the Depositary shall have given to the Company notice of its desire to retire from its appointment and no successor shall have been appointed in accordance with the Articles within 90 days of such notice, then the Company shall serve written notice on the Shareholders of its intention to convene an extraordinary general meeting at which a resolution to wind-up the Company will be considered. The Depositary has the power to delegate its safe-keeping duties but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. Any such delegation must be in accordance with the requirements set out in the UCITS Regulations and the Depositary Agreement and the Depositary must exercise all due skill, care and diligence in selection and appointment of any third parties. The Depositary Agreement provides that the Company shall indemnify and keep indemnified and hold harmless the Depositary and each of its directors, officers, servants, employees and agents from and against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses (including legal and professional fees and expenses arising therefrom or incidental thereto and including any loss suffered or incurred by the Depositary arising out of the failure of a settlement system to effect a settlement) ("Losses") arising out of or in connection with the performance or non-performance of the Depositary's duties thereunder other than where any such Losses arise as a result of the loss of financial instruments held in custody by the Depositary (except where it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary) or the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the UCITS Regulations.

#### **14. Documents Available for Inspection**

Copies of the following documents, which are available for information only and do not form part of this document, may be inspected at the registered office of the Company in Ireland during normal business hours on any Business Day or at the offices of the Sponsoring Brokers for a period of at least 14 days from the date of this Prospectus:-

- (a) The Memorandum and Articles of Association of the Company (copies may be obtained free of charge from the Administrator).
- (b) The Act and the UCITS Regulations.
- (c) The material contracts detailed above.

- (d) Once published, the latest annual and half yearly reports of the Company (copies of which may be obtained from the Administrator free of charge).

Copies of the Prospectus and the Key Investor Document may also be obtained by Shareholders from the Administrator.

## APPENDIX I

### PERMITTED INVESTMENTS AND INVESTMENT RESTRICTIONS

The Company is authorised as a UCITS pursuant to the UCITS Regulations. Pursuant to the UCITS Regulations, a UCITS is subject to the following investment restrictions. It is intended that the Company shall have the power (subject to the prior approval of the Central Bank and as disclosed in an updated Prospectus) to avail itself of any change in the investment and borrowing restrictions laid down in the UCITS Regulations which would permit investment by the Company in securities, derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations. Shareholders will be advised of such changes in the next succeeding annual or semi-annual report of the Company. Any such change which would result in a change to the investment policy of a Fund will require prior Shareholder approval.

<b>(1)</b>	<b><i>Permitted Investments</i></b>
	Investments of a Fund are confined to:
(i)	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, operating regularly, is recognised and open to the public in a Member State or non-Member State.
(ii)	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
(iii)	Money market instruments other than those dealt on a regulated market.
(iv)	Units of UCITS .
(v)	Units of AIFs.
(vi)	Deposits with credit institutions.
(vii)	Financial derivative instruments.
<b>(2)</b>	<b><i>Investment Restrictions</i></b>
(i)	A Fund may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in section (1) above.
(ii)	Recently Issued Transferable Securities Subject to paragraph (2) a Fund may invest no more than 10% of assets in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations apply.

	<p>Paragraph(1) does not apply to an investment by a Fund in U.S. Securities known as “Rule 144A securities” provided that:</p> <ul style="list-style-type: none"> <li>the relevant securities have been issued with an undertaking to register the securities with the SEC within one year of issue; and</li> <li>the securities are not illiquid securities i.e. they may be realised by a Fund within seven days at the price, or approximately at the price, at which they are valued by the UCITS.</li> </ul>
(iii)	A Fund 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%.
(iv)	Subject to the prior approval of the Central Bank, the limit of 10% (in paragraph 2(iii) above) 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 Fund 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 Fund.
(v)	The limit of 10% (in paragraph 2(iii) above) 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.
(vi)	The transferable securities and money market instruments referred to in paragraph 2(iv) and 2(v) above shall not be taken into account for the purpose of applying the limit of 40% referred to in paragraph 2(iii) above.
(vii)	<p>Deposits with any single credit institution other than a credit institution specified in Regulation 7 of the Central Bank UCITS Regulations held as ancillary liquidity shall not exceed:</p> <p>(a) 10% of the net assets of the Fund; or</p> <p>(b) where the deposit is made with the Depositary 20% of the net assets of the Fund.</p>
(viii)	<p>The risk exposure of a Fund 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 credit institutions authorised in the EEA or credit institutions authorised within a signatory state (other than an EEA member state) to the</p>

	Basle Capital Convergence Agreement of July 1988 or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.
(ix)	<p>Notwithstanding paragraphs 2(iii), 2(vii) and 2(viii) above, a combination of two or more of the following issued by, 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>• risk exposures arising from OTC derivatives transactions.</li> </ul>
(x)	The limits referred to in paragraphs 2(iii), 2(iv), 2(v), 2(vii), 2(viii) and 2(ix) above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.
(xi)	Group companies are regarded as a single issuer for the purposes of paragraphs 2(iii), 2(iv), 2(v), 2(vii), 2(viii) and 2(ix) above. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.
(xii)	<p>A Fund 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 may be drawn from the following list:</p> <p>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, the European Investment Bank, the European Bank for Reconstruction and Development, the International Finance Corporation, the International Monetary Fund, Euratom, the Asian Development Bank, the European Central Bank, the Council of Europe, Eurofima, the African Development Bank, the International Bank for Reconstruction &amp; Development (The World Bank), the Inter-American Development Bank, the European Union, the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Government National Mortgage Association (Ginnie Mae), the Student Loan Marketing Association (Sallie Mae), the Federal Home Loan Bank, the Federal Farm Credit Bank, the Tennessee Valley Authority, Straight-A Funding LLC</p> <p>The Fund must hold securities from at least six different issues with securities from any one issue not exceeding 30% of the net assets.</p>

<b>(3)</b>	<b><i>Investment in Collective Investment Schemes ("CIS")</i></b>
(i)	A Fund may not invest more than 20% of net assets in any one CIS unless it is an established Feeder Fund.
(ii)	Investment in AIFs may not, in aggregate, exceed 30% of net assets.
(iii)	The CIS are prohibited from investing more than 10 per cent of net assets in other open-ended CIS.
(iv)	When a Fund invests in the units of other CIS that are managed, directly or by delegation, by the Fund's management company or by any other company with which the Fund's 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 relevant Fund's investment in the units of such other CIS.
(v)	Where by virtue of investment in the units of another investment fund, the Manager or the Investment Manager receives a commission on behalf of a Fund (including a rebated commission) the Manager shall ensure that the relevant commission is paid into the property of the relevant Fund.
<b>(4)</b>	<b><i>Index Tracking UCITS</i></b>
(i)	A Fund 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 relevant Fund is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank.
(ii)	The limit in paragraph 4(i) above may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
<b>(5)</b>	<b><i>General Provisions</i></b>
(i)	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.

(ii)	<p>A Fund may acquire no more than:</p> <ul style="list-style-type: none"> <li>(a) 10% of the non-voting shares of any single issuing body;</li> <li>(b) 10% of the debt securities of any single issuing body;</li> <li>(c) 25% of the units of any single CIS;</li> <li>(d) 10% of the money market instruments of any single issuing body.</li> </ul> <p>NOTE: The limits laid down in (b), (c) and (d) 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>
(iii)	<p>Paragraph 5(i) and 5(ii) above shall not be applicable to:</p> <ul style="list-style-type: none"> <li>(a) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;</li> <li>(b) transferable securities and money market instruments issued or guaranteed by a non-Member State;</li> <li>(c) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;</li> <li>(d) shares held by a Fund 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 relevant Fund 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 paragraphs 2(iii) to 2(xi), 3(i), 3(ii), 5(i), 5(ii), 5(iv), 5(v) and 5(vi), and provided that where these limits are exceeded, paragraphs 5(v) and 5(vi) above are observed;</li> <li>(e) 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 shares at Shareholders' request exclusively on their behalf.</li> </ul>
(iv)	<p>A Fund 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.</p>



(v)	The Central Bank may allow a Fund to derogate from the provisions of paragraphs 2(iii) to 2(xii), 3(i), 3(ii), 4(i) and 4(ii) above for six months following the date of its authorisation, provided it observes the principle of risk spreading.
(vi)	If the limits laid down herein are exceeded for reasons beyond the control of a Fund, or as a result of the exercise of subscription rights, the relevant Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Shareholders.
(vii)	A Fund may not carry out uncovered sales of: <ul style="list-style-type: none"> <li>- transferable securities;</li> <li>- money market instruments;</li> <li>- units of CIS; or</li> <li>- financial derivative instruments.</li> </ul>
(viii)	A Fund may hold ancillary liquid assets.
<b>(6)</b>	<b><i>Financial Derivative Instruments (“FDIs”)</i></b>
(i)	A Fund’s global exposure relating to FDIs must not exceed its total net asset value.
(ii)	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 apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the Central Bank UCITS Regulations).
(iii)	A Fund may invest in FDIs dealt in OTC provided that the counterparties to OTC transactions are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
(iv)	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

## **APPENDIX II**

### **RISK FACTORS**

Potential investors should consider the following risks in addition to any risks disclosed in the relevant Fund Supplement before investing in any of the Funds.

#### ***General***

The risks described herein should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in a Fund. Potential investors should be aware that an investment in a Fund may be exposed to other risks of an exceptional nature from time to time. Investment in the Company carries with it a degree of risk. Different risks may apply to different Funds and/or Classes. Details of specific risks attaching to a particular Fund or Class which are additional to those described in this section will be disclosed in the relevant Supplement. Prospective investors should review this Prospectus and the relevant Supplement carefully and in its entirety and consult with their professional and financial advisers before making an application for Shares.

Prospective Investors are advised that the value of Shares and the income from them may go down as well as up and, accordingly, an investor may not get back the full amount invested and an investment should only be made by persons who can sustain a loss on their investment. Past performance of the Company or any Fund should not be relied upon as an indicator of future performance.

The attention of potential investors is drawn to the taxation risks associated with investing in the Company. Please refer to the Section of the Prospectus entitled "TAXATION".

The securities and instruments in which the Company invests are subject to normal market fluctuations and other risks inherent in investing in such investments and there can be no assurance that any appreciation in value will occur.

There can be no guarantee that the investment objective of a Fund will actually be achieved.

#### ***Liquidity of Investment***

Shares of the Funds cannot be assigned, transferred, pledged or otherwise encumbered except on the terms and conditions set forth in the Articles as described herein.

#### ***Liquidity Risk***

Not all securities or instruments invested in by the Funds will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may be time consuming and may need to be conducted at unfavourable prices. The Funds may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited

liquidity.

### ***Financial Market Crisis***

As at the date of this Prospectus, the global financial markets have in recent times been subject to pervasive and fundamental disruptions and dramatic instability. The extent to which the underlying causes of instability are pervasive throughout global financial markets and have the potential to cause further instability is not yet clear but these underlying causes have led to extensive and unprecedented governmental intervention and regulators in many jurisdictions have implemented or proposed a number of wide-ranging emergency regulatory measures and includes restrictions on the short selling of financial and other stocks in many jurisdictions. Such intervention has in certain cases been implemented on an “emergency” basis without much or any notice with the consequence that some market participants’ ability to continue to implement certain strategies or manage the risk of their outstanding positions has been suddenly and / or substantially eliminated. In addition, due to the uncertain stability of global financial institutions, the security of assets held by any financial institution cannot be guaranteed, notwithstanding the terms of any agreement with such institution. Given the complexities of the global financial markets and the limited time frame within which governments have been able to take action, these interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been materially detrimental to the efficient functioning of such markets as well as previously successful investment strategies. It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed on the markets and / or the effect of such restrictions on ability of any Fund to implement its investment objective / investment policy. However, the Directors believe that there is a likelihood of increased regulation of the global financial markets, and that such increased regulation could be materially detrimental to the performance of the relevant Fund.

### ***Eurozone Risk***

In addition to specific national concerns, the eurozone is experiencing a collective debt crisis. Certain countries have received very substantial financial assistance from other members of the European Union, and the question of additional funding is unclear. Investor confidence in other EU member states, as well as European banks exposed to sovereign debt of eurozone countries experiencing financial turmoil, has been severely impacted, threatening capital markets throughout the eurozone. Although the resources of various financial stability mechanisms in the eurozone continue to be bolstered, there can be no assurance that the level of funds being committed to such facilities will be sufficient to resolve the crisis going forward. It is also unclear whether ultimately a political consensus will emerge in the eurozone concerning whether and how to restructure sovereign debt. The consequences of any sovereign default would likely be severe and wide-reaching, and could include the withdrawal of one or more member states from the eurozone, or even the abolition of the Euro.

The withdrawal of one or more member states from the eurozone or the abolition of the Euro could result in significant exchange rate volatility and could have an adverse impact on the financial markets, not only within Europe but globally and could have an adverse impact on the value of the Company’s investments.

### ***Brexit Risk***

The Company and the Investment Manager face ongoing uncertainty and potential risks associated following the withdrawal of the United Kingdom from the European Union following the result of a referendum which resulted in a vote for the UK to leave the European Union. The exit of the UK has caused uncertainty and market volatility, not just in the UK but throughout the European Union, the EEA and globally. That decision to leave could materially and adversely affect the regulatory regime to which the Investment Manager is currently subject in the United Kingdom, particularly in respect of financial services regulation and taxation. The Investment Manager is an investment manager authorised and regulated by the FCA and is no longer subject to the provisions of the European directives and regulations which had previously been incorporated into UK law or had direct effect in the UK.

The longer term impact of the decision to leave the European Union on the UK regulatory framework will depend, in part, on the relationship that the UK will seek to establish with the European Union in the future. In particular, it is uncertain whether and how UK laws that previously incorporated European Union directives may be modified in the future and whether UK firms (such as the Investment Manager) will continue to have the benefit of certain rights to conduct cross-border business within the European Union. It is not possible to ascertain the precise impact the UK's departure from the European Union as may have on the Company or the Investment Manager from an economic, financial or regulatory perspective but any such impact could have material consequences for the Investment Manager and/or the Company.

### ***Investment and Trading Risks in General***

All investments made by Funds risk the loss of capital. No guarantee or representation is made that a particular Fund's program will be successful, and investment results may vary substantially over time.

Past results of the Funds are not necessarily indicative of future performance. No assurance can be made that profits will be achieved or that substantial losses will not be incurred.

### ***Foreign Exchange Risk***

A particular Fund may invest in assets that are denominated in currencies that are different to its Base Currency. Shareholders may be exposed to foreign exchange risks. The ability to hedge foreign exchange risks may be affected by limited forward or option markets for the hedging of the Base Currency against the currency of investment. Where there is a foreign exchange risk exposure for a relevant Fund, the Company may, where it is appropriate, hedge the risk. This will be effected at the Fund level and the margins and premiums payable for such transactions shall not exceed the Net Asset Value of the Fund. Performance may be strongly influenced by movements in FX rates because currency positions held by Funds may not correspond with the securities positions held.

### ***Market Capitalisation Risk***

The securities of small-to-medium-sized (by market capitalisation) companies, or financial instruments related to such securities, may have a more limited market than the securities of larger companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. In addition, securities of small-to-medium-sized companies may have greater price volatility as they are generally more vulnerable to adverse market factors such as unfavourable economic reports.

### ***Dependence on Key Personnel***

The performance of the Funds is largely dependent on the services of a limited number of persons at the Investment Manager. If the services of all or a substantial number of such persons were to become unavailable, the result of such a loss of key management personnel could be substantial losses for the Funds.

### ***Market Risk***

Some of the Recognised Exchanges in which a Fund may invest may be less well-regulated than those in developed markets and may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the price at which a Fund may liquidate positions to meet redemption requests or other funding requirements.

### ***OTC Markets Risk***

Where any Fund acquires securities on OTC markets, there is no guarantee that the Fund will be able to realise the fair value of such securities due to their tendency to have limited liquidity and comparatively high price volatility.

### ***Exchange Control and Repatriation Risk***

It may not be possible for Funds to repatriate capital, dividends, interest and other income from certain countries, or it may require government consents to do so. Funds could be adversely affected by the introduction of, or delays in, or refusal to grant any such consent for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Economic or political conditions could lead to the revocation or variation of consent granted prior to investment being made in any particular country or to the imposition of new restrictions.

### ***Redemption Risk***

Large redemptions of Shares in a Fund might result in a Fund being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets.

***Credit Risk***

There can be no assurance that issuers of the securities or other instruments in which a Fund invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. Funds will also be exposed to a credit risk in relation to the counterparties with whom they transact or place margin or collateral in respect of transactions in financial derivative instruments and may bear the risk of counterparty default.

***Currency Risk***

Assets of a Fund may be denominated in a currency other than the Base Currency of the Fund and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Fund's assets as expressed in the Base Currency. It may not be possible or practical to hedge against such exchange rate risk. The Fund's Investment Manager may, but is not obliged to, mitigate this risk by using financial instruments.

Funds may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of a Fund's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline. Performance of a Fund may be strongly influenced by movements in foreign exchange rates because currency positions held by a Fund may not correspond with the securities positions held.

A Fund may enter into currency exchange transactions and/or use techniques and instruments to seek to protect against fluctuation in the relative value of its portfolio positions as a result of changes in currency exchange rates or interest rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, they also limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the relevant contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the relevant contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of any Fund cannot be assured. It may not be possible to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

***Share Currency Designation Risk***

A Class of Shares of a Fund may be designated in a currency other than the Base Currency of the Fund and/or the designated currencies in which the Fund's assets are denominated. Redemption proceeds and any distributions to Shareholders will normally be made in the currency of denomination of the relevant Class. Changes in the exchange rate between the Base Currency and such designated

currency or changes in the exchange rate between the designated currencies in which the Fund's assets are denominated and the designated currency of a Class may lead to a depreciation of the value of such Shares as expressed in the designated currency. For Classes designated as Hedged Share Classes in the relevant Supplement, the Investment Manager will try to mitigate this risk by using financial derivative instruments within the relevant Fund's investments as detailed in the section entitled "Hedged Classes". Investors should be aware that such hedging strategies may not completely eliminate exposure to such currency movements and that there is no guarantee that hedging strategies will be successful. Investors should also be aware that this strategy may substantially limit Shareholders of the relevant Class from benefiting if the designated currency falls against the Base Currency and/or the currency/currencies in which the assets of the relevant Fund are denominated. In such circumstances Shareholders of the relevant Hedged Share Class may be exposed to fluctuations in the Net Asset Value per Share reflecting the gains/losses on and the costs of the relevant financial derivative instrument. Financial derivative instruments used to implement such strategies shall be assets/liabilities of the relevant Fund as a whole. However, the gains/losses on and the costs of the relevant financial derivative instrument will accrue solely to the relevant Hedged Share Class.

Shareholders should note that generally there is no segregation of assets and liabilities between Classes in a Fund and therefore a counterparty to a derivative overlay entered into in respect of a Hedged Share Class may have recourse to the assets of the relevant Fund attributable to other Classes of that Fund where there is insufficient assets attributable to the Hedged Share Class to discharge its liabilities. While the Company has taken steps to ensure that the risk of contagion between Classes is mitigated in order to ensure that the additional risk introduced to the relevant Fund through the use of a derivative overlay is only borne by the Shareholders in the relevant Class, this risk cannot be fully eliminated.

### ***Changes in Interest Rates***

The value of Shares may be affected by substantial adverse movements in interest rates.

### ***Valuation Risk***

A Fund may invest some of its assets in illiquid and/or unquoted securities or instruments. Such investments or instruments will be valued by the Directors or their delegate in good faith in consultation with the Investment Manager as to their probable realisation value. Such investments are inherently difficult to value and are the subject of substantial uncertainty. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales or "close-out" prices of such securities.

### ***Accounting, Auditing and Financial Reporting Standards***

The accounting, auditing and financial reporting standards of many of the countries in which a Fund may invest may be less extensive than those applicable to US, UK and European Union companies.

### ***Emerging Markets Risk***

A Fund may invest directly or indirectly in securities of companies based in emerging countries or issued by the governments of such countries. Investing in securities of such countries and companies involves certain considerations not usually associated with investing in securities of developed countries or of companies located in developed countries, including political and economic considerations, such as greater risks of expropriation, nationalisation and general social, political and economic instability; the small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; fluctuations in the rate of exchange between currencies and costs associated with currency conversion; certain government policies that may restrict a Fund's investment opportunities; and problems that may arise in connection with the clearance and settlement of trades. In addition, accounting and financial reporting standards that prevail in certain of such countries generally are not equivalent to standards in more developed countries and, consequently, less information is available to investors in companies located in these countries than is available to investors in companies located in more developed countries. There is also less regulation, generally, of the securities markets in emerging countries than there is in more developed countries. Placing securities with a depositary in an emerging country may also present considerable risks.

### ***Political, Regulatory, Settlement and Sub-Custodial Risk***

The value of a Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets.

### ***Russia Risk***

Where disclosed in the relevant Supplement, certain Funds may invest in Russian securities as part of their investment policies and in accordance with the requirements of the Central Bank. Whilst fundamental reforms relating to securities investments and regulations have been initiated in recent years there may still be certain ambiguities in interpretation and inconsistencies in their application. Monitoring and enforcement of applicable regulations remains uncertain. Some equity securities in Russia are dematerialised and the only evidence of ownership is entry of the shareholder's name on the share register of the issues. The concept of fiduciary duty is not well established and shareholders may, therefore, suffer dilution or loss of investment due to the actions of management without satisfactory legal remedy. Rules regulating corporate governance are undeveloped and therefore may offer little protection to minority shareholders.

### ***Military Conflict Risks***

A Fund may incur significant losses in the event of a military conflict arising in any region in which it is either directly or indirectly invested. Such military conflicts may result in restricted or no access to certain



markets, investments, service providers or counterparties, thus negatively impacting the performance of a Fund and restricting the ability of the Investment Manager to implement the investment strategy of a Fund and achieve its investment objective. Increased volatility, currency fluctuations, liquidity constraints, counterparty default, valuation and settlement difficulties and operational risk resulting from such conflicts may also negatively impact the performance of a Fund. Such events may result in otherwise historically “low-risk” strategies performing with unprecedented volatility and risk.

More generally, military conflict and any economic sanctions imposed in response to military aggression may lead to broader economic and political uncertainty and could cause significant volatility in financial markets, currency markets and commodities markets worldwide. Depending on the nature of the military conflict, companies worldwide operating in many sectors, including energy, financial services and defence, amongst others may be impacted. As a result, the performance of a Fund which has no direct or indirect exposure to the region(s) involved in the military conflict may also be negatively impacted.

### ***Settlement and Credit Risks***

The trading and settlement practices of some of the stock exchanges or markets on which a Fund may invest may not be the same as those in more developed markets, which may increase settlement risk and/or result in delays in realising investments made by the Fund. In addition, Funds will be exposed to credit risk on parties with whom they trade and will bear the risk of settlement default. The Depositary may be instructed by the Investment Manager to settle transactions on a delivery free of payment basis where the Investment Manager believes that this form of settlement is appropriate. Shareholders should be aware, however, that this may result in a loss to a Fund if a transaction fails to settle and the Depositary will not be liable to the Fund or to the Shareholders for such a loss if the Depositary is acting pursuant to specific proper instructions.

### ***Derivatives Risk***

#### ***General***

The prices of derivative instruments, including futures and options prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes 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 markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The use of techniques and instruments also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the hedging instruments and the securities or market sectors being hedged, (3) the fact that skills needed to use these instruments are different from those needed to select the Fund's securities and (4) the possible absence of a liquid market for any particular instrument at any particular time, and (5) possible impediments to effective

portfolio management.

#### *Liquidity of Futures Contracts*

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a Fund from liquidating unfavourable positions.

#### *Forward Trading*

Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. Market illiquidity or disruption could result in major losses to a Fund.

#### *Legal Risk*

The use of OTC derivatives may expose the Funds to a number of risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets and lack of enforcement of existing regulations.

#### *Correlation Risk*

The prices of derivatives may be imperfectly correlated to the prices of the underlying securities, for example, because of transaction costs and interest rate movements. The prices of exchange traded derivatives may also be subject to changes in price due to supply and demand factors.

#### ***Counterparty Risk***

Each Fund will have credit exposure to counterparties by virtue of positions in forward exchange rate and other financial or derivative contracts held by the Fund. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights.

The Funds will also be exposed to a credit risk on parties with whom it trades securities, and may also bear the risk of settlement default, in particular in relation to debt securities such as bonds, notes and similar debt obligations or instruments.

### ***Absence of Regulation; Counterparty Default***

In general, there is less government regulation and supervision of transactions in the OTC markets (in which currencies, spot and option contracts, certain options on currencies and swaps are generally traded) than of transactions entered into on Recognised Exchanges. In addition, many of the protections afforded to participants on some Recognised Exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with OTC transactions. OTC options are not regulated. OTC options are non-exchange traded option agreements, which are specifically tailored to the needs of an individual investor. These options enable the user to structure precisely the date, market level and amount of a given position. The counterparty for these agreements will be the specific firm involved in the transaction rather than a Recognised Exchange and accordingly the bankruptcy or default of a counterparty with which the Fund trades OTC options could result in substantial losses to the Fund. In addition, a counterparty may not settle a transaction in accordance with its terms and conditions because the contract is not legally enforceable or because it does not accurately reflect the intention of the parties or 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 Fund to suffer a loss. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Counterparty exposure will be in accordance with the Fund's investment restrictions set out in Appendix I. Regardless of the measures the Fund may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the Fund will not sustain losses on the transactions as a result.

### ***Futures and Options Trading is Speculative and Volatile***

Substantial risks are involved in trading futures, forward and option contracts and various other instruments in which a Fund may trade. Certain of the instruments in which a Fund may invest are interest and foreign exchange rate sensitive, which means that their value and, consequently, the Net Asset Value, will fluctuate as interest and/or foreign exchange rates fluctuate. A Fund's performance, therefore, will depend in part on its ability to anticipate and respond to such fluctuations in market interest rates, and to utilise appropriate strategies to maximize returns to that Fund, while attempting to minimize the associated risks to its investment capital. Variance in the degree of volatility of the market from that Fund's expectations may produce significant losses to the Fund.

### ***Segregated Liability***

The Company is an umbrella company with segregated liability between Funds. As a result, as a matter of Irish law, any liability attributable to a particular Fund may only be discharged out of the assets of that Fund and the assets of other Funds may not be used to satisfy the liability of that Fund. In addition, any contract entered into by the Company will by operation of law include an implied term to the effect

that the counterparty to the contract may not have any recourse to assets of any of the Funds other than the Fund in respect of which the contract was entered into. These provisions are binding both on creditors and in any insolvency but do not prevent the application of any enactment or rule of law which would require the application of the assets of one Fund to discharge some, or all liabilities of another Fund on the grounds of fraud or misrepresentation. In addition, whilst these provisions are binding in an Irish court which would be the primary venue for an action to enforce a debt against the Company, these provisions have not been tested in other jurisdictions, and there remains a possibility that a creditor might seek to attach or seize assets of one Fund in satisfaction of an obligation owed in relation to another Fund in a jurisdiction which would not recognise the principle of segregation of liability between Funds.

### ***Securities Lending Risk***

As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. The value of the collateral will be maintained to equal or exceed the value of the securities transferred. However there is a risk that the value of the collateral may fall below the value of the securities transferred. In addition, as a Fund may invest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank, a Fund investing collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

### ***Investment Manager Valuation Risk***

The Administrator may consult the Investment Manager with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation price of each Fund's investments and the Investment Manager's other duties and responsibilities in relation to the Funds, the Investment Manager has in place a pricing committee charged with reviewing all pricing procedures which follows industry standard procedures for valuing unlisted investments.

### ***Liquidity***

A listing of Shares of a Fund or Class on a stock exchange will not necessarily provide liquidity to investors.

### ***Cross-Liability for other Funds***

The Company is an open-ended umbrella variable capital investment company with segregated liability between Funds. As a result, as a matter of Irish law, any liability attributable to a particular Fund may only be discharged out of the assets of that Fund and the assets of other Funds may not be used to satisfy the liability. In addition any contract entered into by the Company will by operation of law include an implied term to the effect that the counterparty to the contract may not have recourse to assets of the Funds other than the Fund in respect of which the contract was entered into. These provisions are

binding both on creditors and in any insolvency.

### ***Foreign Account Tax Compliance Act***

The foreign account tax compliance provisions (“**FATCA**”) of the Hiring Incentives to Restore Employment Act 2010 which apply to certain payments are essentially designed to require reporting of Specified US Person’s direct and indirect ownership of non-US accounts and non-US entities to the US Internal Revenue Service, with any failure to provide the required information resulting in a 30% US withholding tax on direct US investments (and possibly indirect US investments). In order to avoid being subject to US withholding tax, both US investors and non-US investors are likely to be required to provide information regarding themselves and their investors. In this regard the Irish and US Governments signed an intergovernmental agreement (“**Irish IGA**”) with respect to the implementation of FATCA (see section entitled “Compliance with US reporting and withholding requirements” for further detail) on 21 December 2012.

Under the Irish IGA (and the relevant Irish regulations and legislation implementing same), foreign financial institutions (such as the Company) should generally not be required to apply 30% withholding tax. To the extent the Company however suffers US withholding tax on its investments as a result of FATCA, or is not in a position to comply with any requirement of FATCA, the Administrator acting on behalf of the Company may take any action in relation to a Shareholder’s investment in the Company to redress such non-compliance and/or ensure that such withholding is economically borne by the relevant Shareholder whose failure to provide the necessary information or to become a participating foreign financial institution or other action or inaction gave rise to the withholding or non-compliance, including compulsory redemption of some or all of such Shareholder’s holding of shares in the Company.

Shareholders and prospective investors should consult their own tax advisor with regard to US federal, state, local and non-US tax reporting and certification requirements associated with an investment in the Company.

### ***Common Reporting Standard***

The OECD developed the Common Reporting Standard (“**CRS**”) to address the issue of offshore tax evasion on a global basis. Additionally, the European Union adopted EU Council Directive 2014/107/EU, amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (“**DAC2**”).

The CRS and DAC2 provide a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS and DAC2, participating jurisdictions and EU member states will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

The Company is required to comply with the CRS and DAC2 due diligence and reporting requirements, as adopted by Ireland. Shareholders may be required to provide additional information to the Company to enable the Company to satisfy its obligations under the CRS and DAC2. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or compulsory redemption of their Shares in the relevant Fund.

Shareholders and prospective investors should consult their own tax advisor with respect to their own certification requirements associated with an investment in the Company.

### ***Fraud Risk***

None of the Company, the Manager, the Investment Manager, the Administrator or the Depositary or any of their respective directors, officers, employees or agents will be responsible or liable for the authenticity of or acting upon instructions from Shareholders, including but not limited to requests for redemptions of Shares, reasonably believed to be genuine, and shall not in any event be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorized or fraudulent instructions. Although, the Administrator shall employ reasonable procedures to seek to establish that instructions are genuine and that the subscription, redemption and switching procedures of the Company are adhered to, as appropriate. In the event that a Fund suffers a loss due to the payment of redemption monies to, for example, a fraudster who has successfully redeemed a Shareholder's holding or part thereof, the Net Asset Value of that Fund shall be reduced accordingly and in the absence of any negligence, fraud, recklessness or willful default on the part of the Manager and the Administrator or the absence of any negligence, fraud, recklessness or willful default on the part of the Investment Manager and Depositary, the Company will not be compensated for any such loss which will therefore be absorbed by the Shareholders equally.

### ***Cyber Security Risk***

The Company and its service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for the purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber-attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users). Cyber security incidents affecting the Company, Manager, Investment Manager, Administrator or Depositary or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with the Administrator's ability to calculate a Fund's NAV; impediments to trading for a Fund's portfolio; the inability of Shareholders to transact business relating to the Company; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which a Fund invests, counterparties with which the Company engages on behalf of a Fund in

transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

### ***Operation of and Fund assets held in Umbrella Cash Accounts***

The Company or the Manager acting on behalf of the Company has established cash accounts designated in different currencies at umbrella level in the name of the Company into which subscription monies received from investors of all of the Funds shall be lodged, redemption monies due to investors who have redeemed shall be deposited and pending payment to the relevant Shareholders, dividend payments shall also be paid. Each of these cash accounts are defined herein as Umbrella Cash Accounts. All subscriptions, redemptions or dividends payable to or from the relevant Fund will be channelled and managed through such Umbrella Cash Accounts.

Certain risks associated with the operation of the Umbrella Cash Accounts are set out above in the sections entitled (i) *“Application for Shares” – “Operation of Umbrella Cash Accounts in the name of the Company”*; (ii) *“Redemption of Shares” – “Operation of Umbrella Cash Accounts in the name of the Company”*; and (iii) *“Dividends and Distributions”*, respectively.

In addition, investors should note that in the event of the insolvency of another Fund of the Company, recovery of any amounts to which a relevant Fund is entitled, but which may have transferred to such other insolvent Fund as a result of the operation of the Umbrella Cash Account(s) will be subject to the principles of Irish trust law and the terms of the operational procedures for the Umbrella Cash Accounts. There may be delays in effecting and/or disputes as to the recovery of such amounts, and the insolvent Fund may have insufficient funds to repay the amounts due to the relevant Fund.

As at the date of this Prospectus, the Company has established a single Fund and accordingly the foregoing risks shall only be relevant as and when additional Funds are established by the Company.

### ***Risk of Loss of Investor Money pre-issue and post-redemption of Shares***

In circumstances where subscription monies are received from an investor in advance of a Dealing Day in respect of which an application for Shares has been, or is expected to be, received and are held in an Umbrella Cash Account, any such investor shall rank as an unsecured creditor of the Company in respect of the relevant Fund until such time as Shares are issued as of the relevant Dealing Day. Therefore in the event that such monies are lost prior to the issue of Shares as of the relevant Dealing Day to the relevant investor, the Company on behalf of the Fund may be obliged to make good any losses which the Fund incurs in connection with the loss of such monies to the investor (in its capacity as a creditor of the Fund), in which case such loss will need to be discharged out of the assets of the relevant Fund and therefore will represent a diminution in the Net Asset Value per Share for existing Shareholders of the relevant Fund.

Similarly, in circumstances where redemption monies are payable to an investor subsequent to a Dealing Day of a Fund as of which Shares of that investor were redeemed or dividend monies are payable to an investor and such redemption/ dividend monies are held in an Umbrella Cash Account, any such investor/ Shareholder shall rank as an unsecured creditor of the relevant Fund until such time as such redemption/ dividend monies are paid to the investor/ Shareholder. Therefore, in the event that such monies are lost prior to payment to the relevant investor/ Shareholder, the Company on behalf of the Fund may be obliged to make good any losses which the Fund incurs in connection with the loss of such monies to the investor/ Shareholder (in its capacity as a general unsecured creditor of the Fund), in which case such loss will need to be discharged out of the assets of the relevant Fund and will therefore represent a diminution in the Net Asset Value per Share for the existing Shareholders of the relevant Fund.

### **GDPR**

The GDPR has direct effect in all Member States since 25 May 2018. Under the GDPR, data controllers are subject to additional obligations including, amongst others, accountability and transparency requirements whereby the data controller is responsible for, and must be able to demonstrate compliance with the rules set down in the GDPR relating to data processing and must provide data subjects with more detailed information regarding the processing of their personal data. Other obligations imposed on data controllers include more enhanced data consent requirements and the obligation to report any personal data breach to the relevant supervisory authority without undue delay. Under the GDPR, data subjects are afforded additional rights, including the right to rectify inaccurate personal information, the right to have personal data held by a data controller erased in certain circumstances and the right to restrict or object to processing in a number of circumstances.

The implementation of GDPR may result in increased operational and compliance costs being borne directly or indirectly by the Company. Further, there is a risk that the measures will not be implemented correctly by the Company or its service providers. If there are breaches of these measures by the Company or any of its service providers, the Company or its service providers could face significant administrative fines and/or be required to compensate any data subject who has suffered material or non-material damage as a result, as well as the Company suffering reputational damage which may have a material adverse effect on its operations and financial conditions.

### ***Passive Foreign Investment Company Considerations***

The Company would likely be considered a PFIC for U.S. federal income tax purposes. In such an event, could be subject to substantial adverse U.S. federal income tax consequences with respect to such PFIC. If a U.S. Investor does not make a QEF Election with respect to a PFIC, distributions received by such U.S. Investor from a PFIC, to the extent they exceed 125% of the average distributions received in the preceding three years, and gain recognized when the PFIC interests are sold, will be subject to a special U.S. federal income tax regime. Such excess distributions and gains will be allocated ratably over the holding period for such interests; the amount allocated to the current year will be taxed as ordinary income; and the amount allocated to any previous year will be taxable at the



highest rate of tax in effect for the U.S. Investor for that year. An interest charge also will be imposed. Any adverse tax consequences of a PFIC investment may be limited if a QEF election is made by the U.S. Investor. Under such election, a U.S. Investor would generally be required to include currently its pro rata share of the PFIC's ordinary earnings and net capital gain. If that income is later distributed, such distribution would be tax-free. The Company must provide certain annual information to a U.S. Investor that makes a QEF election. We can provide no assurance, however, that the Company can or will provide such information.

***Risk Factors Not Exhaustive***

The investment risks set out in this Prospectus do not purport to be exhaustive and potential investors should be aware that an investment in the Company or any Fund may be exposed to risks of an exceptional nature from time to time.

## APPENDIX III

### Recognised Exchanges

The following is a list of regulated stock exchanges and markets on which a Fund's investments in securities and financial derivative instruments other than permitted investment in unlisted securities and OTC derivative instruments, will be listed or traded. The exchanges and markets are listed in accordance with the regulatory criteria as defined in the Central Bank UCITS Regulations.

With the exception of permitted investments in unlisted securities (and OTC derivative instruments) investment in securities and derivative instruments will be restricted to the stock exchanges and markets listed below. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) any stock exchange which is:

- located in any Member State of the European Union; or
- located in any Member State of the European Economic Area (European Union, Norway, Iceland and Liechtenstein); or
- located in any of the following countries:-

Australia  
Canada  
Hong Kong  
Japan  
New Zealand  
Switzerland  
United Kingdom  
United States of America

(ii) any of the following stock exchanges or markets:

Argentina	-	Bolsa de Comercio de Buenos Aires
Argentina	-	Bolsa de Comercio de Cordoba
Argentina	-	Bolsa de Comercio de Rosario
Argentina	-	Bolsa de Comercio de Mendoza
Argentina	-	Bolsa de Comercio de La Plata
Bahrain	-	Bahrain Stock Exchange
Bangladesh	-	Dhaka Stock Exchange
Bangladesh	-	Chittagong Stock Exchange
Bermuda	-	Bermuda Stock Exchange
Botswana	-	Botswana Stock Exchange
Brazil	-	Bolsa de Valores do Rio de Janeiro
Brazil	-	Bolsa de Valores da Bahia-Sergipe-Alagoas

Brazil	-	Bolsa de Valores do Extremo Sul
Brazil	-	Bolsa de Valores Minas-Espírito Santo-Brasília
Brazil	-	Bolsa de Valores do Paraná
Brazil	-	Bolsa de Valores de Pernambuco e PAraba
Brazil	-	Bolsa de Valores de Santos
Brazil	-	Bolsa de Valores de Sao Paulo
Brazil	-	Bolsa de Valores Regional
Brazil	-	Brazilian Futures Exchange
Brazil	-	Bolsa de Mercadorias e Futuros
Chile	-	Bolsa de Comercio de Santiago
Chile	-	Bolsa Electronica de Chile
China		
(Peoples' Rep. of – Shanghai)	-	Shanghai Securities Exchange
China		
(Peoples' Rep. of – Shenzhen)	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidente
Costa Rica	-	Bolsa Nacional de Valores
Croatia	-	Zagreb Stock Exchange
Egypt	-	Cairo and Alexandria Stock Exchange
Egypt	-	Alexandria Stock Exchange
Ghana	-	Ghana Stock Exchange
Hong Kong	-	Hong Kong Stock Exchange
India	-	Calcutta Stock Exchange
India	-	Chennai Stock Exchange
India	-	Cochin Stock Exchange
India	-	Gauhati Stock Exchange
India	-	Hyderabad Stock Exchange
India	-	Ludhiana Stock Exchange
India	-	Magadh Stock Exchange
India	-	Pune Stock Exchange
India	-	The Stock Exchange – Ahmedabad
India	-	Uttar Pradesh Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
Indonesia	-	Indonesia Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Jordan	-	Amman Financial Market
Kazakhstan (Rep. Of)	-	Central Asian Stock Exchange

Kazakhstan (Rep. Of)	-	Kazakhstan Stock Exchange
Kenya	-	Nairobi Stock Exchange
Kuwait	-	Kuwait Stock Exchange
Lebanon	-	Beirut Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
Namibia	-	Namibian Stock Exchange
Nigeria	-	Nigerian Stock Exchange
Nigeria	-	Nigerian Stock Exchange in Lagos
Nigeria	-	Nigerian Stock Exchange in Kaduna
Nigeria	-	Nigerian Stock Exchange in Port Harcourt
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Russia	-	Russian Trading System
Russia	-	MICEX
Saudi Arabia	-	Saudi Stock Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	JSE Securities Exchange
South Korea	-	Korea Stock Exchange
	-	KOSDAQ Market
Sri Lanka	-	Colombo Stock Exchange
Taiwan		
(Republic of China)	-	Taiwan Stock Exchange Corporation
Taiwan (Republic		
of China)	-	Gre Tai Securities Market
Thailand	-	Stock Exchange of Thailand
Tunisia	-	Bourse des Valeurs Mobilières de Tunis
Turkey	-	Istanbul Stock Exchange
Ukraine	-	Ukrainian Stock Exchange
Venezuela	-	Maracaibo Stock Exchange
Venezuela	-	Caracas Stock Exchange
Venezuela	-	Venezuela Electronic Stock Exchange
Vietnam	-	Ho Chi Minh City Securities Trading Center
Zimbabwe	-	Zimbabwe Stock Exchange
Zambia	-	Lusaka Stock Exchange

(iii) any of the following markets:

MICEX;

RTS;

the market organised by the International Capital Market Association;

the market conducted by the "listed money market institutions", as described in the FCA publication "The Investment Business Interim Prudential Sourcebook (which replaces the "Grey Paper") as amended from time to time;

AIM - the Alternative Investment Market in the UK regulated and operated by the London Stock Exchange;

The London International Financial Futures and Options Exchange (LIFFE); and

The London Securities and Derivatives Exchange.

JASDAQ in Japan.

In Europe:

NASDAQ Europe;

NASDAQ in the United States;

The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York;

The OTC market in the United States regulated by the Financial Industry Regulation Authority (also described as the OTC market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);

The French market for Titres de Créances Négotiables (OTC market in negotiable debt instruments);

the OTC market in Canadian Government Bonds, regulated by the Investment Industry Regulatory Organisation of Canada;

SESDAQ (the second tier of the Singapore Stock Exchange.)

- (iv) All stock exchanges listed in (i) and (ii) above on which permitted financial derivative instruments may be listed or traded and the following derivatives exchanges:

All derivatives exchanges in a Member State of the European Economic Area (European Union, Norway, Iceland, Liechtenstein);

in the United Kingdom, the

- CME Group;
- EUREX;
- Intercontinental Exchange (ICE);

in the United States of America, the

- American Stock Exchange;
- Chicago Stock Exchange;
- Chicago Board of Trade;
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- USFE (US Futures Exchange);
- New York Futures Exchange;
- New York Board of Trade;
- New York Mercantile Exchange;
- New York Stock Exchange;
- Pacific Exchange;
- Philadelphia Stock Exchange;
- Eurex US;
- International Securities Exchange;
- SWX Swiss Exchange US;

in Canada, the

- Montreal Exchange;
- Toronto Stock Exchange;

in China, the Shanghai Futures Exchange;

in Hong Kong, the Hong Kong Futures Exchange;

in Japan, the

- Osaka Securities Exchange;
- Tokyo Financial Exchange;
- Tokyo Stock Exchange;

in Singapore, on the

- Singapore Exchange;
- Singapore Commodity Exchange;

in Switzerland, on the

- Swiss Options & Financial Futures Exchange;
- EUREX;
- the Taiwan Futures Exchange;
- Taiwan Stock Exchange;
- Kuala Lumpur Options and Financial Futures Exchange;
- Jakarta Futures Exchange;
- Korea Futures Exchange;
- Osaka Mercantile Exchange;
- Tokyo International Financial Futures Exchange;
- Australian Stock Exchange;
- Sydney Futures Exchange;
- the Bolsa de Mercadorias & Futuros, Brazil;
- the Mexican Derivatives Exchange (MEXDER);
- the South African Futures Exchange;
- Hong Kong Exchanges & Clearing;
- Bursa Malaysia Derivatives Berhad;
- The Stock Exchange, Mumbai.

For the purposes only of determining the value of the assets of a Fund, the term “Recognised Exchange” shall be deemed to include, in relation to any derivatives contract utilised by a Fund, any organised exchange or market on which such contract is regularly traded.

## APPENDIX IV

### List of Delegates appointed by the Depositary

The Depositary has appointed the following entities as sub-custodians in each of the markets set out below. This list may be updated from time to time and is available from the Depositary upon written request.

Country/ Market	Sub-Custodian	Address
Argentina	Citibank N.A., Argentina * * On March 27, 2015, the Comisión Nacional de Valores (CNV: National Securities Commission) has appointed the central securities depository Caja de Valores S.A. to replace the branch of Citibank N.A. Argentina for those activities performed within the capital markets and in its role as custodian	Bartolome Mitre 502/30 (C1036AAJ) Buenos Aires, Argentina
Australia	Citigroup Pty Limited	Level 16, 120 Collins Street, Level 16, 120 Collins Street, Australia
Australia	The Hongkong and Shanghai Banking Corporation Limited	1, Queen's Road, Central, Hong Kong
Austria	UniCredit Bank Austria AG	Rothschildplatz 1 1020 Vienna, Austria
Bahrain	HSBC Bank Middle East Limited	4th Floor, Building No 2505, Road No 2832, Al Seef 428, Bahrain
Bangladesh	The Hongkong and Shanghai Banking Corporation Limited	Shanta Western Tower, Level 4, 186 Bir Uttam Mir Shawkat Ali Shorok, (Tejgaon Gulshan Link Road) Tejgaon Industrial Area, Dhaka 1208, Bangladesh
Belgium	Citibank International Limited	North Wall Quay 1, Dublin, Ireland
Belgium	The Bank of New York Mellon SA/NV	1 Boulevard Anspachlaan 1000 Brussels Belgium
Bermuda	HSBC Bank Bermuda Limited	37 Front Street, Hamilton HM11 PO Box HM 1020 Hamilton HM DX, Bermuda
Botswana	Stanbic Bank Botswana Limited	Plot 50672, Fairgrounds Office Park Gaborone, Botswana



Brazil	Citibank N.A., Brazil	Citibank N.A., Brazilian Branch Avenida Paulista, 1111 Sao Paulo, Brazil CEP: 01311-920
Brazil	Itau Unibanco S.A.	Praça Alfredo Egydio de Souza Aranha, 100 São Paulo, S.P. - Brazil 04344-902
Bulgaria	Citibank Europe plc, Bulgaria Branch	48 Sitnyakovo Blvd Serdika Offices, 10th floor Sofia 1505, Bulgaria
Canada	CIBC Mellon Trust Company (CIBC Mellon)	1 York Street, Suite 900 Toronto, Ontario, M5J 0B6 Canada
Cayman Islands	The Bank of New York Mellon	240 Greenwich Street New York, NY 10286 United States
Channel Islands	The Bank of New York Mellon	240 Greenwich Street New York, NY 10286 United States
Chile	Banco Santander Chile	Bombero Ossa 1068, Piso 7, Santiago, Chile
China	HSBC Bank (China) Company Limited	33 Floor, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai, China (200120)
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria	Carrera 9A No 99-02 Piso 3 Bogota D.C., Colombia
Costa Rica	Banco Nacional de Costa Rica	1st and 3rd Avenue, 4th Street San José, Costa Rica
Croatia	Privredna banka Zagreb d.d.	Radnicka cesta 50 10 000 Zagreb Croatia
Cyprus	BNP Paribas SA	2 Lampsakou street 115 28 Athens Greece
Cyprus	Citibank Europe Plc, Greece Branch	8, Othonos 10557 Athens Greece
Czech Republic	Citibank Europe plc, organizacni slozka	Bucharova 2641/14 158 02 Prague 5, Czech Republic
Denmark	Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
Egypt	HSBC Bank Egypt S.A.E.	306 Corniche El Nil, Maadi, Cairo, Egypt

Estonia	SEB Pank AS	Tornimäe Str. 2 15010 Tallinn Estonia
Euromarket	Clearstream Banking S.A.	42 Avenue J.F. Kennedy 1855 Luxembourg Grand Duchy of Luxembourg
Euromarket	Euroclear Bank SA/NV	1 Boulevard du Roi Albert II B-1210 Brussels - Belgium
Finland	Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
France	BNP Paribas Securities Services S.C.A.	Office Address: Les Grands Moulins de Pantin – 9 rue du Débarcadère 93500 Pantin, France  Legal address: 3 rue d'Antin, 75002 Paris, France
France	The Bank of New York Mellon SA/NV	1 Boulevard Anspachlaan 1000 Brussels Belgium
Germany	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main	Friedrich-Ebert-Anlage, 49 60327 Frankfurt am Main Germany
Ghana	Stanbic Bank Ghana Limited	Stanbic Heights, Plot No. 215 South Liberation RD, Airport City, Cantonments, Accra, Ghana
Greece	BNP Paribas SA	2 Lampsakou street 115 28 Athens Greece
Greece	Citibank Europe Plc, Greece Branch	8, Othonos 10557 Athens Greece
Hong Kong	Citibank N.A. Hong Kong	50/F, Champion Tower Three Garden Road, Central Hong Kong
Hong Kong	Deutsche Bank AG	57/F International Commerce Centre 1 Austin Road West, Kowloon, Hong Kong
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	1, Queen's Road, Central Hong Kong
Hungary	Citibank Europe plc. Hungarian Branch Office	Váci út 80, 1133 Budapest, Hungary

Iceland	Landsbankinn hf.	Austurstraeti 11 155 Reykjavik Iceland
India	Deutsche Bank AG	4th Floor, Block I, Nirlon Knowledge Park, W.E. Highway Mumbai - 400 063, India
India	The Hongkong and Shanghai Banking Corporation Limited	11F, Building 3, NESCO - IT Park, NESCO Complex, Western Express Highway, Goregaon (East), Mumbai 400063, India
Indonesia	Deutsche Bank AG	5th Floor, Deutsche Bank Building Jl. Imam Bonjol No.80, Jakarta – 10310, Indonesia
Ireland	The Bank of New York Mellon	240 Greenwich Street New York, NY 10286, United States
Israel	Bank Hapoalim B.M.	63 Yehuda Halevi St. Tel Aviv 6522701 Israel
Italy	Intesa Sanpaolo S.p.A.	Piazza San Carlo, 156, 10121 Torino, Italy
Italy	The Bank of New York Mellon SA/NV	1 Boulevard Anspachlaan 1000 Brussels Belgium
Japan	Mizuho Bank, Ltd.	Shinagawa Intercity Tower A, 2-15-1, Konan, Minato-ku, Tokyo 108-6009, Japan
Japan	MUFG Bank, Ltd.	1-3-2, Nihombashi Hongoku-cho, Chuo-ku, Tokyo 103-0021, Japan
Jordan	Standard Chartered Bank, Jordan Branch	Shmeissani, Al-Thaqafa Street , Building # 2, P.O.Box 926190 Amman 11190 Jordan
Kazakhstan	Citibank Kazakhstan Joint-Stock Company	26/41 Zenkov Street Medeu district Almaty, A25T0A1 Kazakhstan
Kenya	Stanbic Bank Kenya Limited	First Floor, Stanbic Centre P.O. Box 72833 00200 Westlands Road, Chiromo, Nairobi, Kenya

Kuwait	HSBC Bank Middle East Limited, Kuwait	Sharq Area, Abdulaziz Al Sager Street, Al Hamra Tower, 37F P.O. Box 1683, Safat 13017, Kuwait
Latvia	AS SEB banka	Meistaru iela 1 Valdlauci Kekavas pagasts, Kekavas novads LV-1076 Latvia
Lithuania	AB SEB bankas	Konstitucijos Ave. 24, LT-08105, Vilnius, Lithuania
Luxembourg	Euroclear Bank SA/NV	1 Boulevard du Roi Albert II B-1210 Brussels – Belgium
Malawi	Standard Bank PLC	Standard Bank Centre Africa Unity Avenue P O Box 30380 Lilongwe 3 Malawi
Malaysia	Deutsche Bank (Malaysia) Berhad	Level 20, Menara IMC No 8 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia
Malaysia	Standard Chartered Bank Malaysia Berhad	Level 26, Equatorial Plaza Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia
Malaysia	HSBC Bank Malaysia Berhad	HSBC Bank Malaysia Berhad 19th Floor, Menara IQ, Lingkaran TRX 55188 Tun Razak Exchange, Malaysia
Malta	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main	Friedrich-Ebert-Anlage, 49 60327 Frankfurt am Main Germany
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	5F Iconebene 1 Building Lot 441 Rue de L'institut Ebene Mauritius
Mexico	Banco Nacional de México S.A.	Isabel la Catolica No. 44 Colonia Centro Mexico, D.F. C.P. 06000
Mexico	Banco S3 CACEIS Mexico, S.A., Institución de Banca Múltiple	Av. Vasco De Quiroga No. 3900 Torre Diamante A, Piso 20. Lomas de Santa Fe, Contadero Ciudad de Mexico - CDMX, 05300 Mexico

Morocco	Citibank Maghreb S.A.	Zenith Millenium, Immeuble 1 Sidi Maarouf, B.P. 40 20190 Casablanca Morocco
Namibia	Standard Bank Namibia Limited	Standard Bank Campus, No. 1 Chasie Street Hill Top Kleine Kuppe Windhoek Namibia
Netherlands	The Bank of New York Mellon SA/NV	1 Boulevard Anspachlaan 1000 Brussels Belgium
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	1, Queen's Road, Central, Hong Kong
Nigeria	Stanbic IBTC Bank Plc	Walter Carrington Crescent, Victoria Island, Lagos, Nigeria
Norway	Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
Oman	HSBC Bank Oman S.A.O.G.	Head Office Building, P.O. Box 1727, Al Khuwair, Postal Code 111, Sultanate of Oman
Pakistan	Deutsche Bank AG	242-243, Avari Plaza, Fatima Jinnah Road Karachi – 75330, Pakistan
Panama	Citibank N.A., Panama Branch	Calle Punta Darien y Punta Coronado Torre de law Américas Torre B, Piso 14 Apartado 0834-00555 Panama City, Panama
Peru	Citibank del Peru S.A.	Avenida Canaval y Moreyra, 480, 3rd floor Lima 27, Peru
Philippines	Deutsche Bank AG	19th Floor, Four/NEO 31st Street corner 4th Avenue E-Square Zone, Crescent Park West Bonifacio Global City, Taguig City 1634 Philippines
Philippines	Standard Chartered Bank Philippines Branch	6788 Ayala Avenue Makati City, 1226, Philippines
Poland	Bank Polska Kasa Opieki S.A.	53/57 Grzybowska Street 00-950 Warszawa

Portugal	Banco Santander Totta S.A.	Rue do Ouro, no 88 1100-063 Lisboa Portugal
Portugal	Citibank Europe Plc	North Wall Quay 1, Dublin Ireland
Qatar	Qatar National Bank	Al Corniche Street PO Box 1000 Doha Qatar
Qatar	The Hongkong and Shanghai Banking Corporation Limited	1, Queen's Road, Central, Hong Kong
Romania	Citibank Europe plc, Romania Branch	145, Calea Victoriei 010072 Bucharest Romania
Russia	AO Citibank	8-10, building 1 Gasheka Street, Moscow 125047, Russia
Russia	PJSC ROSABANK	Mashi Poryvaevoy street, 34 107078 Moscow Russia
Saudi Arabia	HSBC Saudi Arabia	HSBC Building, 2 <sup>nd</sup> Floor, 7267 Olaya Road, Al-Murooj Riyadh 12283-22555, Kingdom of Saudi Arabia
Serbia	UniCredit Bank Serbia JSC	Rajiceva Street 27-29, 11000 Belgrade, Serbia
Singapore	DBS Bank Ltd	12 Marina Boulevard Marina Bay Financial Centre Tower 3 Singapore 018982
Singapore	Standard Chartered Bank (Singapore) Limited	8 Marina Boulevard Marina Bay Financial Centre Tower 1, #27-00 Singapore 018981
Slovak Republic	Citibank Europe plc, pobočka zahraničnej banky	Dvorakovo nábrevie 8 811 02 Bratislava, Slovak Republic
Slovenia	UniCredit Banka Slovenija d.d.	Ameriška ulica 2, SI-1000 Ljubljana, Slovenia
South Africa	Standard Chartered Bank, Johannesburg Branch	115 West Street, 2nd Floor Sandton 2000 South Africa
South Africa	The Standard Bank of South Africa Limited	9th Floor 5 Simmonds Street Johannesburg 2001, South Africa

South Korea	Deutsche Bank AG	12F, Centropolis Tower A, 26, Ujeongguk-ro, Jongno-gu, Seoul, Korea, 03161
South Korea	The Hongkong and Shanghai Banking Corporation Limited	1 Queen's Road Central Hong Kong SAR
Spain	Banco Bilbao Vizcaya Argentaria, S.A.	Plaza San Nicolás, 4 48005 Bilbao Spain
Spain	CACEIS Bank Spain, S.A.U.	Parque Empresarial La Finca Paseo Club Deportivo 1 - Edificio 4, Planta 2 28223 Pozuelo de Alarcón
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited	1 Queen's Road Central Hong Kong SAR
Sweden	Skandinaviska Enskilda Banken AB (Publ)	Kungsträdgårdsgatan 8 106 40 Stockholm - Sweden
Switzerland	Credit Suisse (Switzerland) Ltd.	Paradeplatz 8 8070 Zurich Switzerland
Switzerland	UBS Switzerland AG	Max-Högger-Strasse 80 8048 Zurich, Switzerland
Taiwan	HSBC Bank (Taiwan) Limited	11/F, No. 369, Section 7 Zhongxiao East Road Nangang District Taipei City 115 Taiwan
Tanzania	Stanbic Bank Tanzania Limited	Plot Number 99A Corner of Ali Hassan Mwinyi and Kinondoni Roads PO Box 72647 Dar es Salaam Tanzania
Thailand	The Hongkong and Shanghai Banking Corporation Limited	1, Queen's Road, Central, Hong Kong SAR
Tunisia	Union Internationale de Banques	65 Avenue Habib Bourguiba, 1000 Tunis, Tunisia
Turkey	Deutsche Bank A.S.	Esentepe Mahallesi Büyükdere Caddesi Tekfen Tower No:209 K:17 Sisli TR-34394-Istanbul, Turkey
U.A.E.	HSBC Bank Middle East Limited (HBME)	HSBC Tower, Downtown Dubai, Level 16, PO Box 66, Dubai, United Arab Emirates

U.K.	Depository and Clearing Centre (DCC) Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB United Kingdom
U.K.	The Bank of New York Mellon	240 Greenwich Street New York, NY 10286, United States
U.S.A.	The Bank of New York Mellon	240 Greenwich Street New York, NY 10286, United States
Uganda	Stanbic Bank Uganda Limited	Plot 17 Hannington Road Short Tower- Crested Towers P.O. Box 7131, Kampala, Uganda
Ukraine	JSC "Citibank" Full name Joint Stock Company "Citibank"	16G Dilova Street 03150 Kiev Ukraine
Uruguay	Banco Itaú Uruguay S.A.	Luis Bonavita 1266 – WTC Torre 4 – Piso 12 CP 11300 Montevideo, Uruguay
Vietnam	HSBC Bank (Vietnam) Ltd	Floor 1,2,6 The Metropolitan 235 Dong Khoi, District 1 Ho Chi Minh City Vietnam
Zambia	Stanbic Bank Zambia Limited	Stanbic House, Plot 2375, Addis Ababa Drive P.O Box 31955 Lusaka, Zambia
Zimbabwe	Stanbic Bank Zimbabwe Limited	59 Samora Machel Avenue, Harare, Zimbabwe



## **STONEHAGE FLEMING GLOBAL BEST IDEAS EQUITY FUND**

### **FIRST SUPPLEMENT DATED 12 APRIL, 2023 TO THE PROSPECTUS ISSUED FOR STONEHAGE FLEMING POOLED INVESTMENTS (IRELAND) PLC**

This Supplement contains information relating specifically to the Stonehage Fleming Global Best Ideas Equity Fund (the “Fund”), a sub-fund of Stonehage Fleming Pooled Investments (Ireland) plc (the “Company”), an open-ended umbrella fund with segregated liability between Funds authorised by the Central Bank on 9<sup>th</sup> August, 2013 as a UCITS pursuant to the UCITS Regulations.

As at the date of this Supplement there are two other Funds established as sub-funds of the Company, namely, Stonehage Fleming Global Multi-Asset Portfolio and Stonehage Fleming Global Responsible Investment Fund.

**Capitalised terms used, but not defined, in this Supplement have the meanings given to them in the Company’s Prospectus dated 12 April, 2023 (the “Prospectus”). This Supplement forms part of and should be read together with and in the context of the Prospectus. The Prospectus is available from the Manager at its registered office. To the extent that there is any inconsistency between the terms of this Supplement and the Prospectus, this Supplement shall prevail with respect to the Fund.**

The Directors of the Company whose names appear in the Prospectus under the heading “Management and Administration” accept responsibility for the information contained in this Supplement and the Prospectus. 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 Supplement and in the Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

### **IMPORTANT INFORMATION**

**An investment in the Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors. Investors should read and consider the section of the Prospectus entitled “Risk Factors” before investing in the Fund.**

**There is no guarantee that the Fund will generate sufficient income from its investments in order to discharge fees and expenses incurred and consequently Shareholders and prospective investors should note that all or part of the fees and expenses of the Fund (including management fees) may be charged to the capital of the Fund. If all or part of the fees and expenses of the Fund are charged to the capital of the Fund this would have the effect of lowering the capital value of an investment in the Fund. Capital may be eroded and “income” will be achieved by foregoing the potential for future capital growth. Thus, on redemptions of Shares, Shareholders may not receive back the full amount invested.**

**Investment in the Fund is not in the nature of a deposit in a bank account and is not protected by any government, government agency or other guarantee scheme which may be available to protect the holder of a bank deposit account. Any investment in the Fund is subject to fluctuations in value.**

## **1. Definitions**

The expressions below shall have the following meanings:

“ADRs”	American depository receipts. ADRs are negotiable certificates that are claims on shares in non-US companies.
“Base Currency”	means US Dollars
“Business Day”	means any day (except Saturday or Sunday) on which banks in Dublin are generally open for business or such other day or days as may be determined by the Directors and notified to Shareholders.
“Dealing Day”	means every Business Day.
“Dealing Deadline”	means 12p.m. Irish time on the Dealing Day.
“GDRs”	Global depository receipts. GDRs are negotiable certificates that are claims on shares in companies traded on their domestic markets. They are traded in global markets and may be issued simultaneously in multiple foreign markets
“Initial Offer Price – Class E Shares”	means US\$100.
“Initial Offer Price – Class F Shares”	means £100.
“Initial Offer Price – Class G Shares”	means US\$100.
“Initial Offer Price – Class H Shares”	means £100.
“Initial Offer Price – Class I Shares”	means €100.
“Initial Offer Price – Class J Shares”	means CHF100.
“Valuation Point”	means 11p.m. Irish time on each Dealing Day.

“World Federation of Exchanges” means the stock, futures and options exchanges comprising the World Federation of Exchanges which at the date of this Supplement consists of the exchanges listed at [www.world-exchanges.org/member-exchanges](http://www.world-exchanges.org/member-exchanges)

All other defined terms used in this Supplement shall have the same meaning as in the Prospectus.

## 2. Share Classes

As at the date of this Supplement, the Company has established the following Classes denominated in the following currencies:

Class	Currency
Class A	USD
Class B	USD
Class C	STG
Class D	STG
Class E	USD
Class F	STG
Class G	USD
Class H	STG
Class I	EUR
Class J	CHF

Each of the Class C Shares, Class D Shares, Class F Shares, Class H Shares, Class I Shares and Class J Shares are Unhedged Share Classes. Any conversion from the designated currency of Class C Shares, Class D Shares, Class F Shares, Class H Shares, Class I Shares and Class J Shares to the Base Currency of the Fund upon subscription, redemption, conversion or otherwise, shall take place at the rate of exchange available to the Administrator. The value of Class C Shares, Class D Shares, Class F Shares, Class H Shares, Class I Shares and Class J Shares will be subject to exchange rate risk in relation to the Base Currency.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

### *Share Class Restrictions*

Investment in each class of Share shall be restricted to investors who meet certain requirements (“Share Class Restrictions”) as set out below:

<b>Restrictions</b>	<b>Share Classes</b>
Share classes which may be offered to the retail sector and may be purchased by any individual or institutional investor or distributor, paying agent, broker or other financial intermediary.	Class A, Class B, Class C, Class D, Class I and Class J
Share classes which may be offered to the retail sector and may be purchased by any individual or institutional investor or distributor, paying agent, broker or other financial intermediary or any employee of the Investment Manager.	Class E, Class F,
Share classes which may be offered to investors who are clients of the Investment Manager or its associates and may be subject to minimum account maintenance or other qualification established from time to time by the Investment Manager or its associates.	Class G and Class H

### **3. Investment Objective**

The investment objective of the Fund is to achieve long term growth in capital and income by developing a portfolio of equities and equity related instruments issued by or in connection with high quality listed companies from around the world.

### **4. Investment Policy**

The investment strategy set for the Fund is to invest predominantly in equity and equity related securities issued by or in connection with high quality larger capitalisation companies. This may include companies that have operational exposure to emerging markets where the Investment Manager is of the opinion that such companies have a growing profitability in the particular emerging market region. The orientation is to invest primarily for increasing dividend growth rather than for the low value of the security. Direct exposures to equity and equity related securities issued by companies that operate in emerging markets will also be considered.

In seeking to achieve its investment objective the Fund will pursue a long term, long only approach to investing in global equities and equity related securities as described below. The Fund intends to invest in a balanced portfolio of larger capitalisation global equities and equity-related securities (such as common stock, preferred stock, ADRs and GDRs) (market capitalisation of USD 2 billion or more). However, this shall not preclude the Fund from investing in mid cap and small cap equities from time to time. In addition, the Fund may invest in currencies, cash and cash equivalents, financial derivative instruments and ancillary investments as further described below.

The Fund may invest directly in emerging markets where the Investment Manager is of the opinion that opportunities for investment return exists in such markets, however, the exposure to such markets will be limited. In any event direct exposure to emerging markets securities shall not exceed 30% in aggregate of the Net Asset Value of the Fund. Emerging markets may include, but are not limited to Brazil, Chile, China, Colombia, Czech Republic, Egypt, Hungary, India, Indonesia, Malaysia, Mexico, Morocco, Mexico, Peru, Philippines, Poland, Russia, South Africa, South Korea, Taiwan, Thailand and Turkey.

Investment in Russia will be limited to investment in equity and equity related securities listed or traded on MICEX or RTS and will not exceed 5% of the NAV of the Fund. Any such investment will only be made following the lifting of European Union and other relevant sanctions imposed on trade with, or investment in, Russia as a result of Russia's invasion of Ukraine in February 2022 and provided the Investment Manager is satisfied it can be made in a way that is ethically acceptable to the Fund and its investors in light of Russia's conduct.

In selecting appropriate investments for the Fund, the Investment Manager undertakes qualitative research to identify those securities which the Investment Manager expects to produce positive investment performance. The qualitative research undertaken by the Investment Manager carefully considers factors such as long term performance, strength of management and administration, allocation of capital, return on investment over time, good track record of performance, cash flow and balance sheets in the selection of investments. Allocation across asset classes will be determined by the Investment Manager depending on market conditions.

The asset classes and instruments in which the Fund may invest are summarised below.

(i) *Equities and Equity Related Securities*

The Fund may invest in equities and equity-related securities (such as common stock, preferred stock, ADRs and GDRs) of larger capitalisation global companies (market capitalisation of \$ 2 billion or more). However, this shall not preclude the Fund from investing in mid cap and small cap equities from time to time. The equities and equity-equity related securities invested in by the Fund will be listed or traded on Recognised Exchanges provided however the Fund may invest a maximum of 10% of its net assets in securities listed or traded on those Recognised Exchanges that are not full members of the World Federation of Exchanges.

(ii) *Currencies*

The Fund may engage in currency transactions including but not limited to entering into forward and spot foreign currency exchange contracts to hedge the Fund's exposure to currencies. The Fund may have currency exposure which the Investment Manager may decide not to hedge or only to partially hedge and may also hedge positions in assets denominated in currencies which are attractive to the Investment Manager. Such currencies will typically be currencies that have a low volatility against the USD.

(iii) *Cash and Cash Equivalents*

The Fund may hold or maintain cash deposits (denominated in such currency or currencies as the Investment Manager may determine) and/or cash equivalents (such as short term commercial paper, certificates of deposit, treasury bills, floating rate notes and fixed or variable rate commercial paper listed or traded on one or more Recognised Exchanges) and subject to the conditions and within the limits laid down by the Central Bank. The amount of cash and/or cash equivalents that the Fund will hold will vary depending on prevailing circumstances. The Fund will not invest in such instruments that are unrated or rated below BBB- (or equivalent).

(iv) *Financial derivative instruments*

Financial derivative instruments will only be used for efficient portfolio management purposes. The financial derivative instruments which the Fund may utilise for this purpose include listed stock index futures, forward foreign exchange contracts, listed warrants or listed options. Listed long or short stock index futures may be used to obtain exposure to particular equity markets on a short or medium term basis where it is more efficient to use derivatives for this purpose than to invest directly or may be used to hedge market risk associated with the Fund's equity positions. Forward foreign exchange contracts will only be used for hedging purposes.

The global exposure of the Fund through the use of derivatives will not exceed 100% of the Net Asset Value of the Fund, as measured using the so-called "commitment approach" in accordance with the UCITS Regulations. The commitment approach is a measure of the aggregate marked to market value of the financial instruments underlying the Fund's derivative positions.

The Fund will not be leveraged as a result of the use of derivatives.

The Investment Manager employs a risk management process which will enable it to accurately measure, monitor and manage the risks attached to derivatives and details of this process have been provided to the Central Bank. Any types of derivative not included in the risk management process will not be used until such time as a revised risk management statement has been provided to and approved by the Central Bank.

Any direct and indirect operational costs and/or fees which arise as a result of the use of financial derivative instruments (including those used for currency hedging as described in greater detail below) which may be deducted from the revenue delivered to the Fund shall be at normal commercial rates and shall not include any hidden revenue.

Such direct or indirect costs and fees will be paid to the relevant counterparty to the financial derivative instruments transaction, which, in the case of financial derivative

instruments used for currency hedging purposes, may include the Depositary or entities related to the Depositary. All revenues generated through the use of financial derivative instruments, net of direct and indirect operational costs and fees, will be returned to the Fund.

The Fund invests on a “long only” basis. This means that the Fund’s Net Asset Value will rise (or fall) in value based on the market value of the assets it holds.

Risks associated with the use of financial derivative instruments are detailed in the Prospectus at the section entitled “Risk Factors”.

(v) *Ancillary Investments*

The Fund may hold liquid assets, such as short-term government and investment grade corporate debt, cash and money market instruments, including but not limited to certificates of deposit, floating rate notes and fixed or variable rate commercial paper which, to the extent that they are listed, shall be listed or traded throughout Recognised Exchanges, primarily in the OECD, to reduce volatility, pending re-investment and facilitate the redemption of the Shares in accordance with the Central Bank’s requirements. The Fund may hold up to 50% of its Net Asset Value in liquid assets including but not limited to time deposits, master demand notes and variable rate demand notes listed or traded on one or more Recognised Exchanges. Investment in ancillary investments may be made during abnormal market conditions or pending re-investment in any of the asset classes disclosed in the investment policy. The Investment Manager may also be of the view that there is not sufficient value in certain markets and accordingly may wish to deploy the assets of the Fund in such ancillary instruments.

(vi) *Collective Investment Schemes*

The Fund is not permitted to invest more than 10% of its Net Asset Value in other collective investment schemes. Other than investment in money market funds for cash management purposes it is not the current intention of the Fund to invest in other collective investment schemes. Any money market funds invested in by the Fund shall be UCITS or non-UCITS schemes in accordance with the requirements of the Central Bank.

The Fund performance will be measured against the MSCI World All Countries TR Index (the “Comparative Index”). The Investment Manager may alter the Comparative Index from time to time to any other benchmark which the Investment Manager determines, in consultation with the Manager, is generally representative of the global financial market and which are mainstream global indices reflective of the relevant asset class. Shareholders will not be notified in advance of any change in the Comparative Index. However, such change will be notified to Shareholders in the periodic reports of the Fund following such change.

The Fund is considered to be actively managed in reference to the Comparative Index by virtue of the fact that it uses the Comparative Index for performance comparison purposes. Certain of the Fund's securities may be components of and may have similar weightings to the Comparative Index. However, the Comparative Index is not used to define the portfolio composition of the Fund or as a performance target and the Fund may be wholly invested in securities which are not constituents of the Comparative Index.

## **5. Sustainability**

The Fund has been classified by the Manager, working in conjunction with the Investment Manager, as a product in accordance with Article 6 of SFDR and does not follow a dedicated ESG investment strategy and sustainability is not the stated objective of the Fund. In particular, the underlying investments of the Fund do not take into account the EU criteria for environmentally sustainable economic activities.

The investment decisions made by the Fund do not take into account the EU criteria for environmentally sustainable economic activities. The investment decisions made by the Fund do, however, take into consideration some environmentally sustainable factors.

### *Integration of Sustainability Risk into Investment Decision Making*

Pursuant to the SFDR, the Fund is required to disclose the manner in which Sustainability Risks are integrated into the investment decisions of the Fund and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Fund.

The Fund could be exposed to some Sustainability Risks, which may differ depending on the specific underlying equity instruments in which the Fund invests in accordance with its investment policy. In particular, some companies, markets and sectors may have greater exposure to Sustainability Risks than others.

Consideration of these Sustainability Risks are integrated alongside other risks into the Investment Manager's investment process, decision making and risk monitoring to the extent that they represent a potential or actual material risk and/or opportunities to maximise the long-term risk-adjusted returns. Sustainability Risks are assessed and monitored on a company-by-company basis by the Investment Manager's in-house research team with the support of an external ESG specialist service provider. This assessment then feeds into the broader investment process that leads to equity selection for the Fund.

The impacts of a Sustainability Risk may be numerous and vary depending on the specific risk, region and company. In general, where a Sustainability Risk occurs in respect of a company, there will be a negative impact on, or entire loss of, its value.

The Manager is not involved in the investment decision-making process but carries out



independent oversight of the investment process and of investment decisions made for the Fund.

## **6. Profile of Typical Investor**

The Fund is suitable for investors seeking long term capital appreciation and capital preservation with income as a residual objective.

## **7. Offer**

The initial offer period in respect of Class A Shares, Class B Shares, Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class G Shares, Class H Shares and Class I Shares has now closed.

Class J Shares will be offered during an initial offer period opening at 9:00 a.m. on 22 February, 2016 and closing at 5:00 p.m. on 12 October, 2023 (the "Initial Offer Period – Class J Shares") at the Initial Offer Price - Class J Shares.

The initial offer period for each Class of Shares may be shortened or extended by the Directors. The Central Bank will be notified in advance of any such shortening or extension if subscriptions for Shares have been received or otherwise on a yearly basis.

Following the expiry of any initial offer period, Shares are issued at a price equal to the Net Asset Value per Share of the relevant Class (plus any relevant anti-dilution fee and/or duties and charges) as at the Valuation Point on the relevant Dealing Day on which the Shares are to be issued subject to the Minimum Initial Subscription and Minimum Transaction Size as set out below.

## **8. Minimum Subscription, Minimum Holding and Minimum Transaction**

The Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size are as follows:

### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Subscription</b>
Class A	US\$50,000
Class B	US\$5,000,000
Class C	STG£35,000
Class D	STG£3,500,000
Class E	US\$50,000,000
Class F	STG£35,000,000
Class G	US\$5,000,000

Class H	STG£3,500,000
Class I	EUR€4,500,000
Class J	CHF 5,000,000

*Minimum Holding*

Class	Minimum Holding
Class A	the lesser of the original investment or \$25,000
Class B	the lesser of the original investment or US\$5,000,000
Class C	the lesser of the original investment or STG£15,000
Class D	the lesser of the original investment or STG£3,500,000
Class E	The lesser of the original investment or US\$50,000,000
Class F	The lesser of the original investment or STG£35,000,000
Class G	The lesser of the original investment or US\$5,000,000
Class H	The lesser of the original investment or STG£3,500,000
Class I	The lesser of the original investment or EUR€4,500,000
Class J	The lesser of the original investment or CHF 5,000,000

*Minimum Transaction*

Class	Minimum Subsequent Transaction
Class A	US\$25,000
Class B	US\$25,000
Class C	STG£15,000
Class D	STG£15,000
Class E	US\$25,000
Class F	STG£15,000
Class G	US\$25,000
Class H	STG£15,000
Class I	EUR€23,000
Class J	CHF 25,000

The Directors reserve the right to differentiate between Shareholders and to waive or reduce the Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size for certain investors.

## **9. Application for Shares**

Applications for Shares may be made through the Administrator (whose details are set out in the Application Form). Applications accepted and received by the Administrator prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in exceptional circumstances otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day. Applications received after the Dealing Deadline but prior to the Valuation Point will only be accepted in exceptional circumstances as determined and agreed by the Directors, and having regard to the equitable treatment of Shareholders.

Initial applications should be made using an Application Form obtained from the Administrator but may, if the Company so determines, be made by facsimile, post, email or any other approved electronic means or such other means as may be permitted by the Directors and agreed with the Administrator in accordance with the requirements of the Central Bank, subject to prompt transmission to the Administrator of the signed application form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. No redemptions will be processed until the Application Form and such other papers as may be required by the Directors have been received and all anti-money laundering procedures have been completed. Subsequent applications to purchase Shares following the initial subscription may be made to the Administrator by facsimile, email or any other approved electronic means or such other means as may be permitted by the Directors and agreed with the Administrator in accordance with the requirements of the Central Bank without a requirement to submit original documentation and such applications should contain such information as may be specified from time to time by the Directors or their delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of a written instruction from the relevant Shareholder. In certain cases this will be required in original format.

### *Fractions*

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0.01 of a Share.

Subscription monies, representing less than 0.01 of a Share will not be returned to the investor but will be retained by the Company in order to defray administration costs.

### *Method of Payment*

Subscription payments net of all bank charges should be paid by CHAPS, SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form enclosed with this Prospectus. Other methods of payment are subject to the prior approval of the Company or the Manager. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

### *Currency of Payment*

Subscription monies are payable in the currency of denomination of the relevant Share Class. However, subscriptions may be made in any freely convertible currency accepted by the Administrator but will be converted into the currency of denomination of the relevant Share Class at the rate of exchange available to the Administrator. The cost of conversion shall be deducted from the monies subscribed by an investor and the amount remaining will then be invested in Shares. The attention of investors is drawn to the fact that the value of Shares subscribed for in a currency other than the currency of denomination of the relevant Share Class will be subject to exchange rate risk in relation to the relevant currency of denomination.

### *Timing of Payment*

Payment in respect of subscriptions must be received in cleared funds by the Administrator no later than 3 Business Days after the relevant Dealing Day provided that the Company reserves the right to defer the issue of Shares until receipt of cleared subscription monies by the Fund. If payment in cleared funds in respect of a subscription has not been received by the relevant time (and in the event of non-clearance of funds) the Company or its delegate may cancel the allotment. Notwithstanding the cancellation of an application, the Company may charge the applicant for any expense incurred by it or the Fund or for any loss to the Fund arising out of such non-receipt or non-clearance. The Company may waive such charges in whole or in part. In addition, the Company has the right to sell all or part of the investor's holding of Shares in the Fund or any other Fund of the Company in order to meet such charges.

### **Confirmation of Ownership**

Confirmation of each purchase of Shares will be sent to Shareholders within and no later than the first Business Day following execution of the purchase of Shares. Confirmation will normally be dispatched by email or facsimile where the relevant and proper contact details have been provided to the Administrator, or alternatively by post at the discretion of the Administrator. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued.

## **10. Redemption of Shares**

Requests for the redemption of Shares should be made to the Administrator whose details are set out in the Application Form on behalf of the Company by way of a signed redemption form

sent by facsimile, email, any other approved electronic means or other written communication and should include such information as may be specified from time to time by the Company. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Company or its delegate in its exceptional circumstances determines otherwise. Redemption requests received after the Dealing Deadline but prior to the Valuation Point will only be accepted as determined and agreed by the Directors or the Manager in their sole discretion, and having regard to the equitable treatment of Shareholders. Redemption requests will only be accepted for processing where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made from an investor holding until the subscription application form, redemption request, and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

The minimum value of Shares which a Shareholder may redeem in any one redemption transaction is the Minimum Transaction Size specified above. In the event of a Shareholder requesting a redemption which would, if carried out, leave the Shareholder holding Shares having a Net Asset Value less than the Minimum Holding, the Company may, if it thinks fit, redeem the whole of the Shareholder's holding.

The redemption price per Share shall be the Net Asset Value per Share less any applicable duties and charges.

#### *Method of Payment*

Redemption payments following processing of instructions received in the manner detailed above will only be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator in writing.

#### *Currency of Payment*

Shareholders will normally be repaid in the currency of denomination of the relevant Share Class. If, however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction may be arranged by the Administrator (at its discretion) on behalf of the Shareholder and the cost of conversion shall be deducted from the redemption proceeds payable to the Shareholder.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid within 3 Business Days of the Dealing Day provided that all the required documentation has been furnished to and received by the Administrator.

### *Withdrawal of Redemption Requests*

Requests for redemption may not be withdrawn save with the written consent of the Manager and the Directors or in the event of suspension of calculation of the Net Asset Value of the Fund.

### *Compulsory/Total Redemption*

Shares of the Fund may be compulsorily redeemed and all the Shares may be redeemed in the circumstances described in the Prospectus under the sub-headings “Compulsory Redemption of Shares” and “Total Redemption of Shares”.

## **11. Conversion of Shares**

Subject to the Minimum Subscription, Minimum Holding and Minimum Transaction Size requirements of the relevant Fund or Classes, Shareholders may request conversion of some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading “Conversion of Shares”.

## **12. Fees and Expenses**

All or part of the following fees and expenses of the Fund may be charged to the income earned by the Fund (if any) or otherwise out of the capital of the Fund. Details of fees and charges are set out in the Prospectus under the heading “Fees and Expenses”. Fees and expenses may be charged against income earned (if any) or against capital. Where fees and expenses are paid out of the capital of the Fund, the capital of the Fund may be eroded and income will be achieved by foregoing the potential for future capital growth.

### *Management Company Fees*

The Manager for its own benefit and use, shall be entitled to receive a management company fee (the “Management Company Fee”) from the Fund calculated and based on a maximum annual rate of the percentages in the following table of the Net Asset Value of the Fund as described below subject to a minimum fee of up to €1,750 per month:

<b>Management Fee</b>	<b>Net Asset Value</b>
.02%	up to the USD currency equivalent of €150,000,000
.01%	in excess of the USD currency equivalent of €150,000,000

The Management Company Fee accrues as of each Valuation Point and is payable monthly in arrears (plus VAT, if any). The Manager shall be entitled to be reimbursed by the Fund for

reasonable out of pocket expenses incurred by it and any VAT on fees and expenses payable to or by it. There is no guarantee that the Fund will generate sufficient income from its investments in order to discharge Management Company Fees and consequently Shareholders and prospective investors should note that all or part of the Management Company Fee may be charged to the capital of the Fund. If all or part of the Management Company Fee is charged to the capital of the Fund this would have the effect of lowering the capital value of an investment in the Fund. Capital may be eroded and “income” will be achieved by foregoing the potential for future capital growth.

#### *Investment Management Fee*

In addition, the Company out of the assets of the Fund shall pay the Investment Manager out of the income earned by the Fund (if any) or otherwise out of the capital of the Fund, a fee (“Investment Management Fee”) as detailed below (plus any VAT, if any, thereon):

- 1.25% of the Net Asset Value of Class A Shares;
- 0.75% of the Net Asset Value of Class B Shares;
- 1.25% of the Net Asset Value of Class C Shares;
- 0.75% of the Net Asset Value of Class D Shares;
- 0.50% of the Net Asset Value of Class E Shares;
- 0.50% of the Net Asset Value of Class F Shares;
- 0.00% of the Net Asset Value of Class G Shares;
- 0.00% of the Net Asset Value of Class H Shares;
- 0.75% of the Net Asset Value of Class I Shares;
- 0.75% of the Net Asset Value of Class J Shares.

The Investment Management Fee accrues as of each Valuation Point and is payable monthly in arrears (plus VAT, if any). The Investment Manager shall be entitled to be reimbursed by the Fund for reasonable out of pocket expenses incurred by it and any VAT on fees and expenses payable to or by it.

The Investment Manager may waive or rebate to the Fund all or a portion of the Investment Management Fee with respect to Shares, and in such case adjustments will be made to the determination of the Net Asset Value. Out of the Investment Management Fee the Investment Manager may, in accordance with local laws including self-regulation, pay back fees or charges to institutional investors holding Shares beneficially for third-party investors. The percentages actually paid back shall be disclosed in the annual and semi-annual reports.

The Investment Manager has appointed one or more sub-distributors to promote sales of Shares in the Fund. Where investors acquire Shares through a sub-distributor, the Investment Manager pays a proportion of its Investment Management Fee to such sub-distributor for the duration of those investors' shareholdings.

### *Administrator Fee*

The fees of the Administrator are payable out of the assets of the Fund. The Administration fees are calculated and based on maximum annual rates as reflected in the table below of the Net Asset Value of the Fund,

<b>Administration Fee</b>	<b>Net Asset Value</b>
0.06%	0-€100,000,000
0.04%	€100,000,000 – €350,000,000
0.02%	+€350,000,000

subject to a minimum fee of up to €4,500 per month. The Administrator shall be entitled to be reimbursed by the Fund for reasonable out of pocket expenses incurred by them and any VAT on fees and expenses payable to or by it.

### *Depositary Fee*

The Depositary shall be entitled to an annual fee of up to 0.03% of the Net Asset Value of the Fund together with VAT, if any, thereon. The fee is subject to a minimum of €30,000 per annum.

The fees of the Depositary will accrue daily and shall be payable monthly in arrears at a rate of 1/12 of up to 0.03% of the Net Asset Value of the Fund as at each Dealing Day together with VAT, if any, thereon.

The Depositary will be entitled to be reimbursed by the Fund for all reasonable out-of-pocket expenses properly incurred in the performance of its duties.

Sub-custodian fees, if any, will be borne by the Fund and will be at normal commercial rates together with VAT, if any, thereon.

### *Subscription Charge*

No subscription charge will be payable with respect to any Class of Shares.

### *Redemption Charge*

No redemption charge will be payable with respect to any Class of Shares.

### *Anti-Dilution Fee*

To preserve the value of the underlying assets and to cover dealing costs, when there are net subscriptions or redemptions exceeding 3% of the NAV of the Fund, the Directors may in their absolute discretion levy an anti-dilution fee of up to a maximum of 1% of the subscription price per Share or the redemption price per Share, as appropriate. Any such fee shall be retained for the benefit of the Fund. The actual level of any actual anti-dilution adjustment will be set based



on the expected typical cost of trading across the Fund and this level will be re-evaluated from time to time.

#### *Operating Expenses*

The Fund pays out of the income earned by the Fund (if any) or otherwise out of the capital of the Fund, all fees, costs and expenses of or incurred by the Manager and the Depositary in connection with the ongoing management, administration and operation of the Fund. Such fees, costs expenses and disbursements payable by the Fund include, but are not limited to:

- (a) auditor's and accountant's fees;
- (b) lawyers' fees;
- (c) commissions, fees and reasonable and properly vouched out-of-pocket expenses payable to any placing agent, structuring agent, paying agent, correspondent bank;
- (d) merchant banking, stockbroking or corporate finance fees including interest on borrowings, index calculation, performance attribution, risk control and similar services' fees and expenses, fees and charges of clearing agents and interest on debit balances and other bank charges;
- (e) taxes or duties imposed by any fiscal or regulatory authority, including the annual fees of the Central Bank;
- (f) costs of preparation, translation and distribution of all prospectuses, reports, certificates (if any), confirmations of purchase of Shares and notices to Shareholders;
- (g) fees and expenses incurred in connection with the listing of Shares on any Recognised Exchange and in complying with the listing rules thereof;
- (h) expenses of Shareholders' meetings;
- (i) insurance premia;
- (j) custody and transfer expenses;
- (k) any other expenses, including clerical costs of issue or redemption of Shares;
- (l) the cost of preparing, translating, printing and/or filing in any language the Articles and all other documents relating to the Fund including registration statements, prospectuses, listing particulars, explanatory memoranda, annual, half-yearly and extraordinary reports with all authorities (including local securities dealers associations) having jurisdiction over the Fund or the offer of Shares and the cost of delivering any of the foregoing to the Shareholders;
- (m) the cost of publication of notices in local newspapers in any relevant jurisdiction;
- (n) the total costs of any amalgamation or reconstruction relating to the Fund;
- (o) all fees payable in respect of investments in collective investment schemes including, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees in respect of each collective investment fund in which the Fund invests, except where this is not permitted by the Central Bank; and
- (p) any pro rata fees, costs or expenses of the Fund attributed in accordance with the Articles;

in each case plus any applicable VAT.

## Expense Cap

The operating expenses and fees payable out of the assets of the Fund may be reduced by a rebate from the Investment Manager. The Investment Manager has agreed with the Company that to the extent that certain operating expenses of the Fund exceed 0.5% of the average Net Asset Value of Fund (the “Expense Cap”) in aggregate in respect of each period of twelve months following the first Valuation Point of that Fund until such time as the Investment Manager shall terminate such arrangement by way of 3 months’ written notice served upon the Company, the Investment Manager shall be responsible for and reimburse the Fund in the amount of such excess. Such excess will accrue and be taken into account in the calculation of the Net Asset Value of the Fund, but will only be payable by the Investment Manager to the Fund in arrears at the end of the twelve month period following the first Valuation Point. The operating expenses that are capped are all the on-going charges and expenses referred to above other than the Investment Management Fee, the cost of buying and selling assets (including brokerage), interest and such other exceptional costs as may be agreed between the Company and the Investment Manager from time to time.

In addition to the Expense Cap above, the Investment Manager, at its sole discretion, may elect to settle certain of the establishment costs of the Company (such as legal fees) on behalf of the Fund.

## 13. Distribution Policy

A summary of the distribution policy applicable to and reporting status of, each Class of Shares is set out below.

Class	Distributing/Accumulating	Reporting/Non-Reporting for UK Offshore Funds
Class A	Accumulating	Non-Reporting Status
Class B	Accumulating	Non-Reporting Status
Class C	Distributing	Reporting Status
Class D	Distributing	Reporting Status
Class E	Accumulating	Non-Reporting Status
Class F	Distributing	Reporting Status
Class G	Accumulating	Non-Reporting Status
Class H	Distributing	Reporting Status
Class I	Accumulating	Non-Reporting Status
Class J	Accumulating	Non-Reporting Status

The Directors intend to automatically reinvest all earnings, dividends and other distributions of whatever kind as well as realised capital gains arising from the Class A, Class B, Class E, Class G, Class I and Class J Shares pursuant to the investment objective and policies of the Fund for the benefit of Shareholders in Class A, Class B, Class E, Class G, Class I and Class J.

Accordingly, the Directors do not intend to make distributions out of these Classes otherwise than on termination of the Fund.

It is intended that Class C, Class D, Class F and Class H Shares will be distributing share classes. The Directors may determine in their sole discretion to declare interim dividends. Final dividends, if declared, will normally be declared in the first five months after each year end and will be paid within two weeks of declaration.

Dividends may be paid out of the net income of the Fund (whether in the form of dividends received, interest or otherwise) and net realised and unrealised gains (i.e. realised and unrealised capital gains net of all realised and unrealised losses) of the Fund, subject to certain adjustments. Otherwise all income and gains of the Fund will be accumulated within the Fund. Dividends which are not claimed or collected within six years of payment shall revert to and form part of the assets of the Fund. Dividends will be paid by bank transfer at the expense of Shareholders. Shareholders may elect to re-invest dividends in additional Shares in the Fund by ticking the appropriate box on the Application Form.

Dividends declared shall not be paid to Shareholders until the subscription application form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) have been received from the relevant Shareholder(s). Until the relevant anti-money laundering procedures have been completed, dividends payable to Shareholders shall be held in a non-interest bearing collection account for and on behalf of the Fund.

#### *UK Reporting Fund Status*

The Company has elected Class C, Class D, Class F and Class H Shares to be reporting funds for UK Offshore Funds purposes in each Accounting Period of the Company. The Company will make available a report in relation to the Fund in accordance with the reporting fund regime for each reporting period to each of its UK investors who hold an interest in the relevant Share classes on the following website <https://www.stonehagefleming.com/investments/gbi> within six months of the day immediately following the final day of the reporting period in question. Therefore the report in respect of the each accounting period ended 31 December will be made available on this website on or before 30 June in the following year. If, however, an investor does not have access to the website report, information may be obtained in an alternative manner (by post) by contacting the Investment Manager directly.

The above should be read in conjunction with the section of the Prospectus entitled "United Kingdom Taxation" which is contained in the "Taxation" section of the Prospectus.

#### **14. Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis.

Borrowings on behalf of the Fund may only be made to meet its obligations in relation to the administration of the Fund relating to the settlement of buy and sell transactions in respect of underlying assets and of redemption requests. Borrowings in relation to the settlement of buy and sell transactions may not exceed a period of 5 Business Days and borrowings in relation to redemption requests may not exceed a period of 40 Business Days.

## **15. Collateral Management Policy**

The collateral management policy employed by the Investment Manager in respect of the Fund provides that cash in US Dollars and Sterling and US Treasury Bills will be permitted collateral for any proposed OTC financial derivative transaction where the Investment Manager deems it necessary or appropriate for the Fund to receive collateral for the management of exposure. The level of collateral required by the Investment Manager in respect of each proposed financial derivative transaction will be determined by the Investment Manager having regard to the permitted exposure limits for the Fund to OTC financial derivative transactions. The Investment Manager's haircut policy takes account of the characteristics of the assets received as collateral such as the credit standing of the issuer where relevant, the price volatility and the outcome of any liquidity stress testing policy referred to below. In respect of cash there will be no haircut applied. In respect of T-Bills, the policy of the Investment Manager is to apply a 2% haircut.

Any cash collateral received for and on behalf of the Fund may be invested in any of the following:

- (i) deposits with relevant institutions;
- (ii) high quality government bonds;
- (iii) reverse repurchase agreements provided that the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on an accrued basis;
- (iv) short term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049).

Invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral and may not be placed on deposit with the counterparty or a related entity. However, the Fund will be exposed to the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested or a failure or default of a counterparty to any reverse repurchase agreement.

Where the Fund receives collateral for at least 30% of its assets, the Investment Manager will employ an appropriate stress testing policy to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Investment Manager to assess the liquidity risk attached to the collateral. The liquidity stress testing policy shall be disclosed in the risk management process employed by the Investment Manager. It is not currently intended that the Fund will receive collateral for more than 30% of its assets.

## **16. Risk Factors**

**Some specific risk factors applicable to this Fund are set out below. These should be read in conjunction with and are not independent of the general risk warnings in Appendix II of the main Prospectus and accordingly Investors' attention is drawn to the Section headed 'Risk Factors in the Prospectus.**

**The investment risks set out in the Prospectus and this Supplement do not purport to be exhaustive. Prospective investors should read this entire information Prospectus and consult with their legal, tax and financial advisors before making any decision to invest in the Fund.**

### **Investment in Equity Securities**

The Fund may invest in equity securities listed or traded on Recognised Exchanges. Equity securities will be subject to risks associated with such investments, including fluctuations in market prices, adverse issuer or market information and the fact that equity securities are subordinate in the right of payment to other corporate securities, including debt securities. The value of these securities varies with the performance of the respective issuers and movements in the equity markets generally. As a result, the Fund may suffer losses if it invests in equity securities of issuers where performance falls below market expectations or if equity markets in general decline or the Fund has not hedged against such a general decline.

### **Concentration Risk**

The Fund may hold a relatively small number of stocks (approximately 20 to 30 positions) as compared to many other funds. This may make the Fund's performance more volatile than would be the case if it had a more diversified investment portfolio.

### **Depository Receipts**

A Fund may acquire GDRs and ADRs from banks that do not have a contractual relationship with the issuer of the security underlying the depository receipt to issue and secure such depository receipt. To the extent that the Fund invests in such unsponsored depository receipts there may be a possibility that the Fund may not become aware of events affecting the underlying security and thus the value of the related depository receipt. In addition, certain benefits (i.e. rights offerings) which may be associated with the security underlying the depository receipt may not accrue to the benefit of the holder of such depository receipts.

### **Investment in Russia**

The Fund may invest in Russia subject to the lifting of European Union and other relevant sanctions imposed on trade with, or investment in, Russia in response to armed conflict in Ukraine.

Any such investment will be subject to risk assessment by the Investment Manager prior to such investment including the risk of any Russian governmental intervention or expropriation leading to a partial or total loss of such assets.

Whilst fundamental reforms relating to securities investments and regulations have been initiated in recent years there may still be certain ambiguities in interpretation and inconsistencies in their application. Monitoring and enforcement of applicable regulations remains uncertain.

Some equity securities in Russia are dematerialized and the only evidence of ownership is entry of the shareholder's name on the share register of the issues. The concept of fiduciary duty is not well established and shareholders may, therefore, suffer dilution or loss of investment due to the actions of management without satisfactory legal remedy. Rules regulating corporate governance are undeveloped and therefore may offer little protection to minority shareholders.

## **STONEHAGE FLEMING GLOBAL MULTI-ASSET PORTFOLIO**

### **SECOND SUPPLEMENT DATED 12 APRIL, 2023 TO THE PROSPECTUS ISSUED FOR STONEHAGE FLEMING POOLED INVESTMENTS (IRELAND) PLC**

This Supplement contains information relating specifically to the Stonehage Fleming Global Multi-Asset Portfolio (the “Fund”), a sub-fund of Stonehage Fleming Pooled Investments (Ireland) plc (the “Company”), an open-ended umbrella fund with segregated liability between Funds authorised by the Central Bank on 9th August, 2013 as a UCITS pursuant to the UCITS Regulations.

As at the date of this Supplement there are two other Funds established as sub-funds of the Company, namely, Stonehage Fleming Global Best Ideas Equity Fund and Stonehage Fleming Global Responsible Investment Fund.

**Capitalised terms used, but not defined, in this Supplement have the meanings given to them in the Company’s Prospectus dated 12 April, 2023 (the “Prospectus”). This Supplement forms part of and should be read together with and in the context of the Prospectus. The Prospectus is available from the Manager at its registered office. To the extent that there is any inconsistency between the terms of this Supplement and the Prospectus, this Supplement shall prevail with respect to the Fund.**

The Directors of the Company whose names appear in the Prospectus under the heading “Management and Administration” accept responsibility for the information contained in this Supplement and the Prospectus. 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 Supplement and in the Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

#### **IMPORTANT INFORMATION**

**Investors should read and consider the section of the Prospectus entitled “Risk Factors” before investing in the Fund.**

**There is no guarantee that the Fund will generate sufficient income from its investments in order to discharge fees and expenses incurred and consequently Shareholders and prospective investors should note that all or part of the fees and expenses of the Fund (including management fees) may be charged to the capital of the Fund. If all or part of the fees and expenses of the Fund are charged to the capital of the Fund this would have the effect of lowering the capital value of an investment in the Fund. Capital may be eroded and “income” will be achieved by foregoing the potential for future capital growth. Thus,**

on redemptions of Shares, Shareholders may not receive back the full amount invested.

Investment in the Fund is not in the nature of a deposit in a bank account and is not protected by any government, government agency or other guarantee scheme which may be available to protect the holder of a bank deposit account. Any investment in the Fund is subject to fluctuations in value.

The Fund may invest more than 20% of its Net Asset Value in other collective investment schemes subject to and in accordance with the requirements of the Central Bank and the UCITS Regulations.

## 1. Definitions

The expressions below shall have the following meanings:

“ADRs”	American depository receipts. ADRs are negotiable certificates that are claims on shares in non-US companies.
“Base Currency”	means US Dollars.
“Business Day”	means any day (except Saturday or Sunday) on which banks in Dublin are generally open for business or such other day or days as may be determined by the Directors and notified to Shareholders.
“Dealing Day”	means each Wednesday that is a Business Day in every calendar week, or where this is not a Business Day, the following Business Day.
“Dealing Deadline”	means 5 p.m. Irish time on the Business Day immediately prior to the Dealing Day.
“GDRs”	Global depository receipts. GDRs are negotiable certificates that are claims on shares in companies traded on their domestic markets. They are traded in global markets and may be issued simultaneously in multiple foreign markets.
“Initial Offer Price – Class A Shares”	means US\$100.
“Initial Offer Price – Class B Shares”	means US\$100.
“Initial Offer Price – Class C Shares”	means STG 100.



“Valuation Point”	means 11p.m. Irish time on each Dealing Day.
“World Federation of Exchanges”	means the stock, futures and options exchanges comprising the World Federation of Exchanges which at the date of this Supplement consists of the exchanges listed at <a href="https://www.world-exchanges.org/home/index.php/members/wfe-members">https://www.world-exchanges.org/home/index.php/members/wfe-members</a> .

All other defined terms used in this Supplement shall have the same meaning as in the Prospectus.

## 2. Share Classes

As at the date of this Supplement, the Company has established the following Classes denominated in the following currencies:

Class	Currency
Class A	USD
Class B	USD
Class C	STG

Class C is an Unhedged Share Class. Any conversion from the designated currency of Class C Shares to the Base Currency of the Fund upon subscription, redemption, conversion or otherwise, shall take place at the rate of exchange available to the Administrator. The value of Class C Shares will be subject to exchange rate risk in relation to the Base Currency.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

### *Share Class Restrictions*

Investment in each Class of Shares shall be restricted to investors who meet certain requirements (“**Share Class Restrictions**”) as set out below:

Restrictions	Share Classes
Share classes which may be offered to the retail sector and may be purchased by any individual or institutional investor or distributor, paying agent, broker or other financial intermediary or any employee of the Investment Manager.	B & C
Share classes which may be offered to investors who are clients of the Investment Manager or its associates and may be subject to minimum account maintenance or other	A

<b>Restrictions</b>	<b>Share Classes</b>
Share classes which may be offered to the retail sector and may be purchased by any individual or institutional investor or distributor, paying agent, broker or other financial intermediary or any employee of the Investment Manager.	B & C
qualifications established from time to time by the Investment Manager or its associates.	

### **3. Investment Objective**

The investment objective of the Fund is to preserve capital in the medium term and to achieve capital growth in real terms over the longer term.

### **4. Investment Policy**

In seeking to achieve its investment objective, the Fund will invest predominantly in a range of underlying collective investment schemes which comply with the Central Bank's requirements as regards investment by a UCITS in other collective investment schemes and which qualify for UK reporting status where such collective investment schemes provide exposure to a portfolio of assets comprising mostly global equities and equity related securities (which may be listed or traded on Recognised Exchanges or unlisted), cash and bonds (including corporate debt securities and bonds issued by sovereign, supranational entities and/or corporate issuers rated investment grade at time of purchase from either Moody's or another generally recognised international rating agency). Such collective investment schemes may also provide exposure to other elements, including, non-investment grade debt, commodities, infrastructure and property exposure, subject to and in accordance with the investment restrictions set out in Appendix I to the Prospectus. For the avoidance of any doubt, such collective investment schemes may have different investment strategies or restrictions to the Fund and may provide exposure to other asset classes not invested in directly by the Fund. In accordance with the UCITS Regulations, the Fund may not invest in any underlying collective investment scheme which itself invests more than 10% of its net assets in other collective investment schemes. The Fund may also invest directly in global equities and equity related securities, cash and debt instruments as more particularly outlined below.

The Fund may invest in UCITS (including, for the avoidance of any doubt, other Funds of the Company) or in alternative investment funds ("AIFs"), which include open-ended exchange traded funds ("ETFs"), which are regulated and which, in accordance with the requirements of the Central Bank as regards acceptable investments by the Fund in AIFs, will be domiciled in Ireland, in a Member State of the EEA, in the United Kingdom, in Jersey, in Guernsey, in the Isle of Man or in other jurisdictions considered and approved by the Central Bank on the basis of submissions made for that purpose.

Subject to the foregoing, in seeking to meet its investment objective a portion of the Fund may be invested in units or shares of collective investment schemes managed or operated by the Investment Manager ("**Related Schemes**").

The aggregate maximum management fees that may be charged by the collective investment schemes in which the Fund will invest will in no event exceed 2% (on a weighted average basis). Such management fees will be reduced by any rebates received by the Fund from such schemes. Where the Fund invests in Related Schemes no subscription fee shall be charged to the Fund but its investment shall be subject to the general management and fund charges applicable to investors in such collective investment schemes.

The Fund may be invested up to 100% in other collective investment schemes subject to and in accordance with the investment restrictions set out in Appendix I to the Prospectus. In addition the Fund may invest in and/ or gain exposure to the following asset classes directly:

*(i) Equities and Equity Related Securities*

The Fund may invest in equities and equity-related securities (such as common stock, preferred stock, ADRs and GDRs) of larger capitalisation global companies (market capitalisation of \$ 2 billion or more) with no specific industry or sector focus. However, this shall not preclude the Fund from investing or gaining exposure to mid-cap and small cap equities from time to time. The equities and equity- related securities invested in by the Fund will be listed or traded on Recognised Exchanges provided however the Fund may invest a maximum of 10% of its net assets in securities listed or traded on those Recognised Exchanges that are not full members of the World Federation of Exchanges.

*(iv) Currencies*

The Fund may engage in currency transactions including but not limited to entering into forward and spot foreign currency exchange contracts to hedge the Fund's exposure to currencies. In order to achieve its investment objective, the Fund invests in assets globally. Its currency strategy is that it may hedge a portion of the currency exposure back into the Base Currency, dependent on the Investment Manager's views of the relevant currencies relative to the Base Currency. The Fund may have currency exposure which the Investment Manager may decide not to hedge or only to partially hedge.

*(v) Cash and Cash Equivalents*

The Fund may hold or maintain cash deposits (denominated in such currency or currencies as the Investment Manager may determine) and/or cash equivalents (such as short term commercial paper, certificates of deposit, treasury bills and fixed or variable rate commercial paper which, to the extent that they are listed, shall be listed or traded on one or more Recognised Exchanges, primarily in the OECD, to reduce volatility and facilitate the redemption of the Shares in accordance with the Central Bank's requirements) and subject to the conditions and within the limits laid down by the Central Bank. The amount of cash and/or cash equivalents that the Fund

will hold will vary depending on prevailing circumstances. The Fund will not invest in such instruments that are unrated or rated below BBB- (or equivalent).

The Fund may hold up to 50% of its Net Asset Value in liquid assets including but not limited to time deposits, master demand notes and variable rate demand notes listed or traded on one or more Recognised Exchanges.

Investment in liquid assets may be made during abnormal market conditions or pending re-investment in any of the asset classes disclosed in the investment policy. The Investment Manager may also be of the view that there is not sufficient value in certain markets and accordingly may wish to deploy the assets of the Fund in such liquid assets.

(iv) *Financial derivative instruments*

The Fund may use FDIs for efficient portfolio management purposes only, the expected effect of which is to reduce the overall risks of its investments and/or to reduce the costs of investing. There is no guarantee that the Fund will achieve the objective for which it enters into an FDI or that the performance of an FDI will result in a positive effect for the Fund and its investors.

The FDIs which the Fund may utilise for efficient portfolio management include listed stock index futures, forward foreign exchange contracts, listed warrants or listed index and currency options.

**Forward contracts:** Forward contracts are non-standardised contracts between two parties to buy or sell an asset at a specified future time at a price to be agreed at the time that contract is entered into. Forward currency exchange contracts are FDIs where the parties agree on the sale and purchase of one currency against another currency at a pre-agreed price and a specific delivery date in the future. FX forwards impose an obligation on the buyer to purchase the agreed currency on the agreed date. Forward currency exchange transactions may be used to reduce the risk of adverse market changes in exchange rates or to increase exposure to foreign currencies or to shift exposure to foreign currency fluctuations from one country to another.

**Warrants:** Warrants generally give the holder the right to receive, upon exercise, a security of the issuer at the stated price.

**Options:** An option contract allows the holder to buy or sell an underlying security at a given price. The purpose behind the purchase of put options by the Fund is to hedge against a decrease in the market generally or to hedge against a decrease in the price of particular securities or other assets held by the Fund. The purpose behind the purchase of call options by the Fund is to provide exposure to increases in the market or to hedge against an increase in the price of securities or other assets that the Fund intends to purchase at a later date.

**Futures:** A futures contract is an agreement between two parties to buy or sell a specified quantity of the financial instrument called for in the contract at a pre-determined price in the future. Futures can be cash settled as well as physically settled. Listed long or short stock index futures may be used to obtain exposure to particular equity markets on a short or medium term basis where it is

more efficient to use FDIs for this purpose than to invest directly or may be used to hedge market risk associated with the Fund's equity positions.

While the Fund will take long positions through its direct investments, it may from time to time, take short positions through the use of FDIs. All short positions will only be taken to cover equivalent long asset exposure for hedging purposes. In this regard, the total gross long position is typically not expected to exceed 100% of the Net Asset Value of the Fund and the total gross short position is typically not expected to exceed 30% of the Net Asset Value of the Fund.

The global exposure of the Fund through the use of FDI will not exceed 100% of the Net Asset Value of the Fund, as measured using the commitment approach in accordance with the UCITS Regulations. The commitment approach is a measure of the aggregate marked to market value of the financial instruments underlying the Fund's FDI positions.

It is not intended for the Fund to be leveraged as a result of the use of FDI, however, leverage may be generated as a result of market conditions which result in large market movements and in such circumstances such leverage is not expected to exceed 10%.

The Investment Manager employs a risk management process which will enable it to accurately measure, monitor and manage the risks attached to FDI and details of this process have been provided to the Central Bank. Any types of FDI not included in the risk management process will not be used until such time as a revised risk management statement has been provided to and approved by the Central Bank.

Any direct and indirect operational costs and/or fees which arise as a result of the use of FDI (including those used for currency hedging as described in greater detail below) which may be deducted from the revenue delivered to the Fund shall be at normal commercial rates and shall not include any hidden revenue.

Such direct or indirect costs and fees will be paid to the relevant counterparty to the FDI transaction, which, in the case of FDI used for currency hedging purposes, may include the Depositary or entities related to the Depositary. All revenues generated through the use of FDI, net of direct and indirect operational costs and fees, will be returned to the Fund.

Risks associated with the use of financial derivative instruments are detailed in the Prospectus at the section entitled "Risk Factors".

The Fund may invest in FDIs dealt OTC provided that the counterparties to OTC FDIs are institutions subject to prudential supervision and belong to the categories approved by the Central Bank as set out in the Central Bank UCITS Regulations.

Investment in FDIs is subject to the conditions and limits laid down by the Central Bank.

(v) *Debt and Debt Related Securities*

The Fund may at any time hold debt instruments, such as short-term, medium-term and longer-term (which may have a term of ten years or more) government and investment and non-investment grade corporate debt which may be fixed or floating.

Where deemed appropriate by the Investment Manager, commodity exposure may be generated by investment in exchange-traded notes (which are eligible for investment by UCITS) in order to gain exposure to commodities and/or eligible commodities indices and/or by investing directly or indirectly in exchange traded commodities.

#### *Investment Process*

In support of the Fund's objective to preserve capital in the medium term, the Investment Manager will employ a number of techniques and procedures, which may without limitation include: (i) maintaining a diversified spread of assets disclosed in the investment policy with varying return and risk profiles to reduce security specific risk and generate streams of growth from independent and uncorrelated sources; (ii) maintaining a prudent level of cash and fixed interest assets disclosed in the investment policy as portfolio stabilisation anchors within the portfolio; (iii) the use of hedging strategies to protect against a fall in market prices in respect of riskier assets disclosed in the investment policy; and (iv) at times of high capital risk, reduced exposure to riskier assets disclosed in the investment policy in favour of cash and sovereign bonds.

The Investment Manager's fund selection due diligence process goes through a series of incrementally deeper reviews including the following stages:

1. Initial review;
2. Manager meetings;
3. Operational due diligence (specifically on more complex fund structures);
4. Commercial negotiations; and
5. Product review and report.

#### *Fund Management*

The processes and controls in place are threefold:

1. Potential investments are assessed as per the fund selection due diligence process set out above;
2. Proposed investments are reviewed by the Investment Manager's fund selection committee which determines whether an investment should be added to an approved investments list; and
3. The Investment Manager is responsible for selecting the investments for the Fund from the approved investments list and ensuring changes to the Fund are consistent with the defined risk parameters of the Fund. All changes are discussed by and approved by the Investment Manager's investment committee.

The Investment Manager typically allocates to sovereign bonds directly when it wants to have exposure to same. At times, when the Investment Manager wishes to have exposure to corporate bonds instead it may be fully invested in other collective investment schemes.

In relation to direct investment in debt securities, the Investment Manager agrees the following investment parameters with a member of the investment team who specialises in direct fixed income:

- Reference rate and time period;
- Minimum credit rating;
- Issuer concentration limits;
- Maximum maturity;
- Average portfolio duration.

Assessment of the market and macro outlook is completed by the investment team in consultation with other internal and external advisors, looking at forecasts for macroeconomic data and also expected changes in interest rates versus market expectations and pricings. Securities are sourced via benchmark bonds, broker axes and new issues on the basis of the following assessment conducted on an individual security:

- Credit analysis done in-house
- Credit and issuer concentration parameters must be met
- Compare yield to benchmark vs similar securities: duration; maturity; issue size; embedded optionality

A final decision is then made in reference to an analysis of the Fund by assessing the duration, credit risk and liquidity on a weighted basis along with a review of the overall fund positioning under current market circumstances.

Should the Fund increase significantly in size, there may come a time whereby it would make sense to invest directly into equities, rather than gaining exposure via collective investment schemes. Direct investment in equities is assessed in terms of those companies which meet certain quality criteria assessed by the Investment Manager through:

- Quantitative fundamental quality metrics;
- Qualitative analyst research;
- Portfolio manager research;
- Third party research.

Analyst research is conducted on the core universe of companies to drive recommendations, where research covers results, performance, valuations, corporate events, news flows and ongoing analysis. Research on companies is coordinated and assessed against macro and market research

The selection of companies is driven by best ideas, attractive valuation and sensible diversification. A strong sell discipline is maintained, where sell decisions are driven by factors such as long-term intention, availability of better alternatives and overvaluation of the business or market.

The Fund performance will be measured against the Morningstar USD Moderate Allocation Category Average (the “GMAP Benchmark”). The Investment Manager may alter the GMAP Benchmark from time to time to any other benchmarks which the Investment Manager determines, in consultation with the Manager, are generally representative of the global financial market and which are mainstream global indices reflective of the relevant asset class. Shareholders will not be notified in advance of any change in the GMAP Benchmark. However, such change will be notified to Shareholders in the periodic reports of the Fund following such change.

The Fund is considered to be actively managed in reference to the GMAP Benchmark by virtue of the fact that it uses the GMAP Benchmark for performance comparison purposes. Certain of the Fund’s securities may be components of and may have similar weightings to the GMAP Benchmark. However, the GMAP Benchmark is not used to define the portfolio composition of the Fund or as a performance target and the Fund may be wholly invested in securities which are not constituents of the GMAP Benchmark.

## **5. Sustainability**

The Fund does not follow a dedicated ESG investment strategy and sustainability is not the primary objective of the Fund. In particular, the underlying investments of the Fund do not take into account the EU criteria for environmentally sustainable economic activities.

### *Integration of Sustainability Risk into Investment Decision Making*

Pursuant to the SFDR, the Fund is required to disclose the manner in which Sustainability Risks are integrated into the investment decisions of the Fund and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Fund.

The Fund could be exposed to some Sustainability Risks, which may differ depending on the specific underlying collective investment schemes in which the Fund invests in accordance with its investment policy. In particular, some companies, markets and sectors may have greater exposure to Sustainability Risks than others.

Consideration of these Sustainability Risks are integrated alongside other risks into the Investment Manager’s investment process and decision-making to the extent that they are considered to represent a potential or actual material risk and/or opportunities to maximise the long-term risk-adjusted returns. Sustainability Risks are assessed and monitored on a fund- by-fund basis by the Investment Manager’s in-house research team. This assessment then feeds into the broader investment process that leads to selection of underlying collective investment



schemes for the Fund.

The impacts of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there will be a negative impact on, or entire loss of, its value.

The Manager is not involved in the investment decision-making process but carries out independent oversight of the investment process and of investment decisions made for the Fund.

## **6. Profile of a Typical Investor**

The Fund is suitable for investors seeking long term capital appreciation and capital preservation.

## **7. Offer**

The initial offer period in respect of Class A Shares, Class B Shares and Class C Shares has now closed.

The initial offer period for each Class of Shares may be shortened or extended by the Directors. The Central Bank will be notified in advance of any such shortening or extension if subscriptions for Shares have been received or otherwise on a yearly basis.

Following the expiry of the initial offer period, Shares are issued at a price equal to the Net Asset Value per Share of the relevant Class (plus any relevant anti-dilution fee and/or duties and charges) as at the Valuation Point on the relevant Dealing Day on which the Shares are to be issued subject to the Minimum Subscription and Minimum Transaction Size as set out below.

## **8. Minimum Subscription, Minimum Holding and Minimum Transaction**

The Minimum Subscription, Minimum Holding and Minimum Transaction Size are as follows:

### *Minimum Subscription*

<b>Class</b>	<b>Minimum Subscription</b>
Class A	US\$5,000,000
Class B	US\$50,000
Class C	STG£35,000

### *Minimum Holding*

<b>Class</b>	<b>Minimum Holding</b>
Class A	the lesser of the original investment or \$5,000,000
Class B	the lesser of the original investment or US\$25,000
Class C	the lesser of the original investment or STG£15,000

### *Minimum Transaction*

<b>Class</b>	<b>Minimum Subsequent Transaction</b>
Class A	US\$25,000
Class B	US\$25,000
Class C	STG£15,000

The Directors reserve the right to differentiate between Shareholders and to waive or reduce the Minimum Subscription, Minimum Holding and Minimum Transaction Size for certain investors, subject always to the principle of equal treatment of Shareholders.

## **9. Application for Shares**

Applications for Shares may be made through the Administrator (whose details are set out in the Application Form). Applications accepted and received by the Administrator prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in exceptional circumstances otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day. Applications received after the Dealing Deadline but prior to the Valuation Point will only be accepted in exceptional circumstances as determined and agreed by the Directors, and having regard to the equitable treatment of Shareholders.

Initial applications should be made using an Application Form obtained from the Administrator but may, if the Company so determines, be made by facsimile, post, email or any other approved electronic means or such other means as may be permitted by the Directors and agreed with the Administrator in accordance with the requirements of the Central Bank, subject to prompt transmission to the Administrator of the signed Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. No redemptions will be processed until the Application Form and such other papers as may be required by the Directors or their delegate have been received and all

anti-money laundering procedures have been completed. Subsequent applications to purchase Shares following the initial subscription may be made to the Administrator by facsimile, email or any other approved electronic means or such other means as may be permitted by the Directors and agreed with the Administrator in accordance with the requirements of the Central Bank without a requirement to submit original documentation and such applications should contain such information as may be specified from time to time by the Directors or their delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of a written instruction from the relevant Shareholder. In certain cases this will be required in original format.

#### *Fractions*

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0.01 of a Share.

Subscription monies, representing less than 0.01 of a Share will not be returned to the investor but will be retained by the Company in order to defray administration costs.

#### *Method of Payment*

Subscription payments net of all bank charges should be paid by CHAPS, SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form enclosed with this Prospectus. Other methods of payment are subject to the prior approval of the Company or the Manager. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

#### *Currency of Payment*

Subscription monies are payable in the currency of denomination of the relevant Share Class. However, subscriptions may be made in any freely convertible currency accepted by the Administrator but will be converted into the currency of denomination of the relevant Share Class at the rate of exchange available to the Administrator. The cost of conversion shall be deducted from the monies subscribed by an investor and the amount remaining will then be invested in Shares. The attention of investors is drawn to the fact that the value of Shares subscribed for in a currency other than the currency of denomination of the relevant Share Class will be subject to exchange rate risk in relation to the relevant currency of denomination.

#### *Timing of Payment*

Payment in respect of subscriptions must be received in cleared funds by the Administrator no later than 3 Business Days after the relevant Dealing Day provided that the Company reserves the right to defer the issue of Shares until receipt of cleared subscription monies by the Fund. If

payment in cleared funds in respect of a subscription has not been received by the relevant time (and in the event of non-clearance of funds) the Company or its delegate may cancel the allotment. Notwithstanding the cancellation of an application, the Company may charge the applicant for any expense incurred by it or the Fund or for any loss to the Fund arising out of such non-receipt or non-clearance. The Company may waive either of such charges in whole or in part. In addition, the Company has the right to sell all or part of the investor's holding of Shares in the Fund or any other Fund of the Company in order to meet such charges.

#### *Confirmation of Ownership*

Confirmation of each purchase of Shares will be sent to Shareholders within and no later than the first Business Day following execution of the purchase of Shares. Confirmation will normally be dispatched by email or facsimile where the relevant and proper contact details have been provided to the Administrator, or alternatively by post at the discretion of the Administrator. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued.

### **10. Redemption of Shares**

Requests for the redemption of Shares should be made to the Administrator whose details are set out in the Application Form on behalf of the Company by way of a signed redemption form sent by facsimile, email, any other approved electronic means or other written communication and should include such information as may be specified from time to time by the Company. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Company or its delegate in exceptional circumstances determines otherwise. Redemption requests received after the Dealing Deadline but prior to the Valuation Point will only be accepted as determined and agreed by the Directors or the Manager in their sole discretion, and having regard to the equitable treatment of Shareholders. Redemption requests will only be accepted for processing where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made to an investor holding until the subscription Application Form, and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

The minimum value of Shares which a Shareholder may redeem in any one redemption transaction is the Minimum Transaction Size specified above. In the event of a Shareholder requesting a redemption which would, if carried out, leave the Shareholder holding Shares having a Net Asset Value less than the Minimum Holding, the Company may, if it thinks fit, redeem the whole of the Shareholder's holding.

The redemption price per Share shall be the Net Asset Value per Share less any applicable duties and charges.

#### *Method of Payment*

Redemption payments following processing of instructions received in the manner detailed above will only be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator in writing.

#### *Currency of Payment*

Shareholders will normally be repaid in the currency of denomination of the relevant Share Class. If, however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction may be arranged by the Administrator (at its discretion) on behalf of the Shareholder and the cost of conversion shall be deducted from the redemption proceeds payable to the Shareholder.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid within 5 Business Days of the Dealing Day provided that all the required documentation has been furnished to and received by the Administrator.

#### *Withdrawal of Redemption Requests*

Requests for redemption may not be withdrawn save with the written consent of the Manager and the Directors or in the event of suspension of calculation of the Net Asset Value of the Fund.

#### *Compulsory/Total Redemption*

Shares of the Fund may be compulsorily redeemed and all the Shares may be redeemed in the circumstances described in the Prospectus under the sub-headings "Compulsory Redemption of Shares/ Deduction of Tax" and "Total Redemption of Shares".

### **11. Conversion of Shares**

Subject to the Minimum Subscription, Minimum Holding and Minimum Transaction Size requirements of the relevant Fund or Classes, Shareholders may request conversion of some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares".

## 12. Fees and Expenses

All or part of the following fees and expenses of the Fund may be charged to the income earned by the Fund (if any) or otherwise out of the capital of the Fund. Details of fees and charges are set out in the Prospectus under the heading "Fees and Expenses". Where fees and expenses are paid out of the capital of the Fund, the capital of the Fund may be eroded and income will be achieved by foregoing the potential for future capital growth.

### *Management Company Fees*

The Manager for its own benefit and use, shall be entitled to receive a management company fee (the "Management Company Fee") from the Fund calculated and based on a maximum annual rate of the percentages in the following table of the Net Asset Value of the Fund as described below subject to a minimum fee of up to €1,750 per month:

<b>Management Fee</b>	<b>Net Asset Value</b>
.02%	up to the USD currency equivalent of €150,000,000
.01%	in excess of the USD currency equivalent of €150,000,000

The Management Company Fee accrues as of each Valuation Point and is payable monthly in arrears (plus VAT, if any). The Manager shall be entitled to be reimbursed by the Fund for reasonable out of pocket expenses incurred by it and any VAT on fees and expenses payable to or by it. There is no guarantee that the Fund will generate sufficient income from its investments in order to discharge Management Company Fees and consequently Shareholders and prospective investors should note that all or part of the Management Company Fee may be charged to the capital of the Fund. If all or part of the Management Company Fee is charged to the capital of the Fund this would have the effect of lowering the capital value of an investment in the Fund. Capital may be eroded and "income" will be achieved by foregoing the potential for future capital growth.

### *Investment Management Fee*

In addition, the Company out of the assets of the Fund shall pay the Investment Manager out of the income earned by the Fund (if any) or otherwise out of the capital of the Fund, a fee ("Investment Management Fee") as detailed below (plus any VAT, if any, thereon):

- 0.00% of the Net Asset Value of Class A Shares;
- 0.60% of the Net Asset Value of Class B Shares; and
- 0.60% of the Net Asset Value of Class C Shares.

The Investment Management Fee accrues as of each Valuation Point and is payable monthly in arrears (plus VAT, if any). The Investment Manager shall be entitled to be reimbursed by the

Fund for reasonable out of pocket expenses incurred by it and any VAT on fees and expenses payable to or by it.

The Investment Manager may waive or rebate to the Fund all or a portion of the Investment Management Fee with respect to Shares, and in such case adjustments will be made to the determination of the Net Asset Value. Out of the Investment Management Fee the Investment Manager may, in accordance with local laws including self-regulation, pay back fees or charges to institutional investors holding Shares beneficially for third-party investors. The percentages actually paid back shall be disclosed in the annual and semi-annual reports.

The Investment Manager may appoint one or more sub-distributors to promote sales of Shares in the Fund. Where investors acquire Shares through a sub-distributor, the Investment Manager may pay a proportion of its Investment Management Fee to such sub-distributor for the duration of those investors' shareholdings.

#### *Administrator Fee*

The fees of the Administrator are payable out of the assets of the Fund. The Administration fees are calculated and based on maximum annual rates as reflected in the table below of the Net Asset Value of the Fund, subject to a minimum fee of up to €2,250 per month.

<b>Administration Fee</b>	<b>Net Asset Value</b>
0.04%	0 - €50,000,000
0.03%	€50,000,000 – €100,000,000
0.02%	+ €100,000,000

The Administrator shall be entitled to be reimbursed by the Fund for reasonable out of pocket expenses incurred by them and any VAT on fees and expenses payable to or by it.

#### *Depositary Fee*

The Depositary shall be entitled to an annual fee of up to 0.03% of the Net Asset Value of the Fund together with VAT, if any, thereon. The fee is subject to a minimum of €30,000 per annum.

The fees of the Depositary will accrue daily and shall be payable monthly in arrears at a rate of 1/12 of up to 0.03% of the Net Asset Value of the Fund as at each Dealing Day together with VAT, if any, thereon.

The Depositary will be entitled to be reimbursed by the Fund for all reasonable out-of-pocket expenses properly incurred in the performance of its duties.

Sub-custodian fees, if any, will be borne by the Fund and will be at normal commercial rates together with VAT, if any, thereon.

### *Subscription Charge*

No subscription charge will be payable with respect to any Class of Shares.

### *Redemption Charge*

No redemption charge will be payable with respect to any Class of Shares.

### *Anti-Dilution Fee*

To preserve the value of the underlying assets and to cover dealing costs, when there are net subscriptions or redemptions exceeding 3% of the NAV of the Fund, the Directors may in their absolute discretion levy an anti-dilution fee of up to a maximum of 1% of the subscription price per Share or the redemption price per Share, as appropriate. Any such fee shall be retained for the benefit of the Fund. The actual level of any actual anti-dilution adjustment will be set based on the expected typical cost of trading across the Fund and this level will be re-evaluated from time to time.

### *Operating Expenses*

The Fund pays out of the income earned by the Fund (if any) or otherwise out of the capital of the Fund, all fees, costs and expenses of or incurred by the Manager and the Depositary in connection with the ongoing management, administration and operation of the Fund. Such fees, costs expenses and disbursements payable by the Fund include, but are not limited to:

- (a) auditor's and accountant's fees;
- (b) lawyers' fees;
- (c) commissions, fees and reasonable and properly vouched out-of-pocket expenses payable to any placing agent, structuring agent, paying agent, correspondent bank;
- (d) merchant banking, stockbroking or corporate finance fees including interest on borrowings, index calculation, performance attribution, risk control and similar services' fees and expenses, fees and charges of clearing agents and interest on debit balances and other bank charges;
- (q) taxes or duties imposed by any fiscal or regulatory authority, including the annual fees of the Central Bank;
- (r) costs of preparation, translation and distribution of all prospectuses, reports, certificates (if any), confirmations of purchase of Shares and notices to Shareholders;
- (s) fees and expenses incurred in connection with the listing of Shares on any Recognised Exchange and in complying with the listing rules thereof;
- (t) expenses of Shareholders' meetings;
- (u) insurance premia;
- (v) custody and transfer expenses;
- (w) any other expenses, including clerical costs of issue or redemption of Shares;
- (x) the cost of preparing, translating, printing and/or filing in any language the Articles and all other documents relating to the Fund including registration statements, prospectuses, listing particulars, explanatory memoranda, annual, half-yearly and



- extraordinary reports with all authorities (including local securities dealers associations) having jurisdiction over the Fund or the offer of Shares and the cost of delivering any of the foregoing to the Shareholders;
- (y) the cost of publication of notices in local newspapers in any relevant jurisdiction;
  - (z) the total costs of any amalgamation or reconstruction relating to the Fund;
  - (aa) all fees payable in respect of investments in collective investment schemes including, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees in respect of each collective investment fund in which the Fund invests, except where this is not permitted by the Central Bank; and
  - (bb) any pro rata fees, costs or expenses of the Fund attributed in accordance with the Articles.

in each case plus any applicable VAT.

#### *Establishment Costs*

The costs of establishing the Fund are not expected to exceed €40,000 and will be amortised over the first five years of the Fund.

### **13. Distribution Policy**

A summary of the distribution policy applicable to and reporting status of, each Class of Shares is set out below.

<b>Class</b>	<b>Distributing/Accumulating</b>	<b>Reporting/Non-Reporting for UK Offshore Funds</b>
Class A	Accumulating	Reporting Status
Class B	Accumulating	Non-Reporting Status
Class C	Distributing	Reporting Status

The Directors intend to automatically reinvest all earnings, dividends and other distributions of whatever kind as well as realised capital gains arising from the Class A and Class B Shares pursuant to the investment objective and policies of the Fund for the benefit of Shareholders in Class A and Class B. Accordingly, the Directors do not intend to make distributions out of these Classes otherwise than on termination of the Fund.

It is intended that Class C Shares will be distributing share classes. The Directors may determine in their sole discretion to declare interim dividends. Final dividends, if declared, will normally be declared in the first five months after each year end and will be paid within two weeks of declaration.

Dividends may be paid out of the net income of the Fund (whether in the form of dividends received, interest or otherwise) and net realised and unrealised gains (i.e. realised and unrealised

capital gains net of all realised and unrealised losses) of the Fund, subject to certain adjustments. Otherwise all income and gains of the Fund will be accumulated within the Fund. Dividends which are not claimed or collected within six years of payment shall revert to and form part of the assets of the Fund. Dividends will be paid by bank transfer at the expense of Shareholders. Shareholders may elect to re-invest dividends in additional Shares in the Fund by ticking the appropriate box on the Application Form.

Dividends declared shall not be paid to Shareholders until the subscription Application Form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) have been received from the relevant Shareholder(s). Until the relevant anti-money laundering procedures have been completed, dividends payable to Shareholders shall be held in a non-interest bearing collection account for and on behalf of the Fund.

#### *UK Reporting Fund Status*

The Company has elected Class C Shares and Class A Shares to be reporting funds for UK Offshore Funds purposes in each Accounting Period of the Company. The Company will make available a report in relation to the Fund in accordance with the reporting fund regime for each reporting period to each of its UK investors who hold an interest in the relevant Share classes on the following website <https://www.stonehagefleming.com/investments/funds> within six months of the day immediately following the final day of the reporting period in question. Therefore the report in respect of the each accounting period ended 31 December will be made available on this website on or before 30 June in the following year. If, however, an investor does not have access to the website report, information may be obtained in an alternative manner (by post) by contacting the Investment Manager directly.

The above should be read in conjunction with the section of the Prospectus entitled "United Kingdom Taxation" which is contained in the "Taxation" section of the Prospectus.

#### **14. Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Borrowings on behalf of the Fund may only be made to meet its obligations in relation to the administration of the Fund relating to the settlement of buy and sell transactions in respect of underlying assets and of redemption requests. Borrowings in relation to the settlement of buy and sell transactions may not exceed a period of 5 Business Days and borrowings in relation to redemption requests may not exceed a period of 40 Business Days.

#### **15. Collateral Management Policy**

The collateral management policy employed by the Investment Manager in respect of the Fund provides that cash in US Dollars and Sterling and US Treasury Bills will be permitted collateral for

any proposed OTC financial derivative transaction where the Investment Manager deems it necessary or appropriate for the Fund to receive collateral for the management of exposure. The level of collateral required by the Investment Manager in respect of each proposed financial derivative transaction will be determined by the Investment Manager having regard to the permitted exposure limits for the Fund to OTC financial derivative transactions. The Investment Manager's haircut policy takes account of the characteristics of the assets received as collateral such as the credit standing of the issuer where relevant, the price volatility and the outcome of any liquidity stress testing policy referred to below. In respect of cash there will be no haircut applied. In respect of T-Bills, the policy of the Investment Manager is to apply a 2% haircut.

Any cash collateral received for and on behalf of the Fund may be invested in any of the following:

- (v) deposits with relevant institutions;
- (vi) high quality government bonds;
- (vii) reverse repurchase agreements provided that the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on an accrued basis; and
- (viii) short term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049).

Invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral and may not be placed on deposit with the counterparty or a related entity. However, the Fund will be exposed to the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested or a failure or default of a counterparty to any reverse repurchase agreement.

Where the Fund receives collateral for at least 30% of its assets, the Investment Manager will employ an appropriate stress testing policy to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Investment Manager to assess the liquidity risk attached to the collateral. The liquidity stress testing policy shall be disclosed in the risk management process employed by the Investment Manager. It is not currently intended that the Fund will receive collateral for more than 30% of its assets.

## **16. Risk Factors**

Some specific risk factors applicable to this Fund are set out below. These should be read in conjunction with and are not independent of the general risk warnings in Appendix II of the main Prospectus and accordingly Investors' attention is drawn to the Section headed 'Risk Factors in the Prospectus.

The investment risks set out in the Prospectus and this Supplement do not purport to be exhaustive. Prospective investors should read this entire information Prospectus and consult with their legal, tax and financial advisors before making any decision to invest in the Fund.

### *Fund of Funds Risk*

Investments in underlying funds contain the same market and liquidity risks associated with the underlying investments but also operational risks (including governance and valuation risks) associated with investing in the underlying fund manager.

### *Dependence on the Investment Manager and underlying fund managers*

The success of the Fund depends upon the Investment Manager selecting successful underlying collective investment schemes to invest in ("underlying funds"), as well as on the underlying fund managers implementing investment strategies that achieve the underlying funds' respective investment objectives. There can be no assurance that either the Investment Manager or the underlying fund managers will be able to do so. In particular, subjective (as opposed to systematic) decisions made by the Investment Manager and an underlying fund manager may cause the Fund to decline (or not to increase) in a manner in which less subjective decision making might have avoided.

### *Duplication of Costs/Performance Fees*

It should be noted that the Fund incur costs and fees paid to the Investment Manager and other service providers. In addition, a Fund may incur costs in its capacity as an investor in underlying funds which in turn pay fees to their underlying fund managers and other service providers.

Some of the underlying funds may be required to pay performance fees to their managers. Under these arrangements the underlying fund managers will benefit from the appreciation, including unrealised appreciation of the investments of such underlying funds, but they are not similarly penalised for realised or unrealised losses.

As a consequence, the costs of the Fund may represent a higher percentage of the Net Asset Value than would typically be the case with direct investment or in the case of investment funds which invest directly.

### *Valuation Risk*

The Fund may be subject to valuation risk due to the manner and timing of valuations of the Fund's investments. Underlying funds may be valued by fund administrators resulting in valuations which are not verified by an independent third party on a regular or timely basis. Accordingly there is a risk that (i) the valuations of the Fund may not reflect the true value of underlying fund's holdings at a specific time which could result in significant losses or inaccurate pricing for the Fund and/or (ii) valuation may not be available at the relevant Valuation Day for the particular Dealing Day for the Fund so that some or all of the assets of the Fund may be valued on an estimated basis.

### *Underlying Funds*

While the Investment Manager will exercise reasonable care to comply with the investment restrictions applicable to a particular Fund, the manager of and/or service providers to the underlying schemes are not obliged to comply with such investment restrictions in the management / administration of underlying schemes. No assurance is given that the investment restrictions of the Fund with respect to individual issuers or other exposures will be adhered to by underlying schemes or that, when aggregated, exposure by underlying schemes to individual issuers or counterparties will not exceed the investment restrictions applicable to the fund. If the investment restrictions applicable to the investments directly made by the Fund are exceeded for reasons beyond the control of the Manager or as a result of the exercise of subscription rights, the Directors shall adopt as a priority objective the remedying of that situation, taking due account of the interests of the Shareholders of the Fund.

### *Redemption and Liquidity Risk*

The Fund may be subject to a liquidity risk due to the manner and timing of potential redemptions from the underlying funds. Underlying funds may be entitled to delay acceptance of redemption requests or payment of redemption proceeds from the Fund.

### *Investment in Equity Securities*

The Fund may invest in equity securities listed or traded on Recognised Exchanges. Equity securities will be subject to risks associated with such investments, including fluctuations in market prices, adverse issuer or market information and the fact that equity securities are subordinate in the right of payment to other corporate securities, including debt securities. The value of these securities varies with the performance of the respective issuers and movements in the equity markets generally. As a result, the Fund may suffer losses if it invests in equity securities of issuers where performance falls below market expectations or if equity markets in general decline or the Fund has not hedged against such a general decline.

### *Concentration Risk*

The Fund may hold a relatively small number of underlying collective investment schemes and debt securities (approximately 15 to 20 positions) as compared to many other funds. This may make the Fund's performance more volatile than would be the case if it had a more diversified investment portfolio.

### *Depository Receipts*

A Fund may acquire GDRs and ADRs from banks that do not have a contractual relationship with the issuer of the security underlying the depository receipt to issue and secure such depository receipt. To the extent that the Fund invests in such unsponsored depository receipts there may be a possibility that the Fund may not become aware of events affecting the underlying security

and thus the value of the related depository receipt. In addition, certain benefits (i.e. rights offerings) which may be associated with the security underlying the depository receipt may not accrue to the benefit of the holder of such depository receipts.

## **STONEHAGE FLEMING GLOBAL RESPONSIBLE INVESTMENT FUND**

### **THIRD SUPPLEMENT DATED 12 APRIL, 2023 TO THE PROSPECTUS ISSUED FOR STONEHAGE FLEMING POOLED INVESTMENTS (IRELAND) PLC**

This Supplement contains information relating specifically to the Stonehage Fleming Global Responsible Investment Fund (the “Fund”), a sub-fund of Stonehage Fleming Pooled Investments (Ireland) plc (the “Company”), an open-ended umbrella fund with segregated liability between Funds authorised by the Central Bank on 9<sup>th</sup> August, 2013 as a UCITS pursuant to the UCITS Regulations.

As at the date of this Supplement there are two other Funds established as sub-funds of the Company, namely, Stonehage Fleming Global Best Ideas Equity Fund and Stonehage Fleming Global Multi-Asset Portfolio.

**Capitalised terms used, but not defined, in this Supplement have the meanings given to them in the Company’s Prospectus dated 12 April, 2023 (the “Prospectus”). This Supplement forms part of and should be read together with and in the context of the Prospectus. The Prospectus is available from the Manager at its registered office. To the extent that there is any inconsistency between the terms of this Supplement and the Prospectus, this Supplement shall prevail with respect to the Fund.**

The Directors of the Company whose names appear in the Prospectus under the heading “Management and Administration” accept responsibility for the information contained in this Supplement and the Prospectus. 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 Supplement and in the Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

#### **IMPORTANT INFORMATION**

**Investors should read and consider the section of the Prospectus entitled “Risk Factors” before investing in the Fund.**

**There is no guarantee that the Fund will generate sufficient income from its investments in order to discharge fees and expenses incurred and consequently Shareholders and prospective investors should note that all or part of the fees and expenses of the Fund (including management fees) may be charged to the capital of the Fund. If all or part of the fees and expenses of the Fund are charged to the capital of the Fund this would have the effect of lowering the capital value of an investment in the Fund. Capital may be eroded and “income” will be achieved by foregoing the potential for future capital growth. Thus, on redemptions of Shares, Shareholders may not receive back the full amount invested.**

**Investment in the Fund is not in the nature of a deposit in a bank account and is not**

protected by any government, government agency or other guarantee scheme which may be available to protect the holder of a bank deposit account. Any investment in the Fund is subject to fluctuations in value.

The Fund may invest more than 20% of its Net Asset Value in other collective investment schemes subject to and in accordance with the requirements of the Central Bank and the UCITS Regulations.

## 1. Definitions

The expressions below shall have the following meanings:

“ADRs”	American depository receipts. ADRs are negotiable certificates that are claims on shares in non-US companies.
“Base Currency”	means US Dollars.
“Business Day”	means any day (except Saturday or Sunday) on which banks in Dublin are generally open for business or such other day or days as may be determined by the Directors and notified to Shareholders.
“Dealing Day”	means each Wednesday that is a Business Day in every calendar week, or where this is not a Business Day, the following Business Day.
“Dealing Deadline”	means 5 p.m. Irish time on the Business Day immediately prior to the Dealing Day.
“GDRs”	Global depository receipts. GDRs are negotiable certificates that are claims on shares in companies traded on their domestic markets. They are traded in global markets and may be issued simultaneously in multiple foreign markets.
“Initial Offer Price”	means \$100 for Class A Shares; Class B Shares, Class E Shares and Class X Shares and £100 for Class C Shares; Class D Shares, Class F Shares, Class S Shares and Class Y Shares.
“Third Party Fund Manager”	means the investment manager of an underlying collective investment scheme in which the Fund may invest in accordance with its investment objective and policy.



“UN Sustainable Development Goals” means the UN’s blueprint to achieve a better and more sustainable future. They address the global challenges faced, including those related to poverty, inequality, climate change, environmental degradation, peace and justice. There are 17 interconnected goals and the UN has set a target of achieving them all by 2030.

“Valuation Point” means 11p.m. Irish time on each Dealing Day.

“World Federation of Exchanges” means the stock, futures and options exchanges comprising the World Federation of Exchanges which at the date of this Supplement consists of the exchanges listed at <https://www.world-exchanges.org/home/index.php/members/wfe-members>.

All other defined terms used in this Supplement shall have the same meaning as in the Prospectus.

## 2. Share Classes

As at the date of this Supplement, the Company has established the following Classes denominated in the following currencies:

Class	Currency	Hedged
Class A	USD	No
Class B	USD	No
Class C	GBP	No
Class D	GBP	No
Class E	USD	No
Class F	GBP	No
Class S	GBP	Yes
Class X	USD	No
Class Y	GBP	No

Classes A, B, C, D, E, F, X and Y are Unhedged Share Classes. Any conversion from the designated currency of Class A, B, C, D, E, F, X and Y Shares to the Base Currency of the Fund upon subscription, redemption, conversion or otherwise, shall take place at the rate of exchange available to the Administrator. The value of Class A, B, C, D, E, F, X and Y Shares will be subject to exchange rate risk in relation to the Base Currency and/or in relation to the designated currencies of the underlying assets.

Class S will be partially hedged against exchange rate fluctuation risks (i) between the

denominated currency of the Share Class and the Base Currency of the Fund and/or (ii) between the denominated currency of the Class and the denominated currencies in which the assets of the Fund are denominated.

Investors should note that partial hedging means that a certain percentage, but not all, of the currency exposure arising in the Class S Shares will be hedged and the level of hedging will be at the discretion of the Investment Manager depending on its view of the markets on any given day. Accordingly, there may be residual currency risk in Class S Share Class.

Forward contracts may be used for Class currency hedging purposes with respect to Class S Shares. The partial hedging strategy utilised with respect to Class S Shares shall be subject to the conditions and within the limits laid down by the Central Bank and may not be implemented in the following circumstances:

- (i) At the discretion of the Investment Manager where they believe that the overall unhedged currency exposure of the Fund is the best positioning to achieve the investment objectives of the Fund.

Further information is set out in the Prospectus at the sections entitled “**Hedged Classes**” and “**Share Currency Designation Risk**”. It should be noted that the successful execution of a hedging strategy which mitigates this currency risk exactly cannot be assured. Investors should also note that the hedging of Hedged Share Classes is distinct from any hedging strategies that the Investment Manager may implement at Fund level.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

#### *Share Class Restrictions*

Investment in each Class of Shares shall be restricted to investors who meet certain requirements (“**Share Class Restrictions**”) as set out below:

<b>Restrictions</b>	<b>Share Classes</b>
Share Classes which may be offered to the retail sector and may be purchased by any individual or institutional investor or distributor, paying agent, broker or other financial intermediary or any employee of the Investment Manager.	Class A and Class C
Share Classes which may be offered to investors who are (i) clients of the Investment Manager or its associates and may be subject to minimum account maintenance or other qualifications established from time to time by the Investment Manager or its associates, (ii) any institutional investor or distributor, paying agent, broker or other financial intermediary or (iii) any employee of the Investment Manager.	Class B and Class D

<b>Restrictions</b>	<b>Share Classes</b>
Share Classes which may be offered to the retail sector and may be purchased by any individual or institutional investor or distributor, paying agent, broker or other financial intermediary or any employee of the Investment Manager.	Class A and Class C
Share Classes which may be offered to investors who are clients of the Investment Manager or its associates paying fees as agreed separately between such investors and the Investment Manager.	Class E and Class F
Share Classes which may be offered to investors who are clients of the Investment Manager seeking investment in a partially hedged Share Class.	Class S
Share Classes which may be offered to investors who will invest within the first three months of the establishment of the Fund and institutional investors thereafter.	Class X and Class Y

### **3. Investment Objective**

The investment objective of the Fund is to achieve capital growth over the longer term by investing in companies that are progressively becoming more sustainable therefore creating a portfolio that is aligned to the UN Sustainable Development Goals.

### **4. Investment Policy**

In seeking to achieve its investment objective, the Fund will invest predominantly in a range of underlying collective investment schemes which comply with the Central Bank's requirements as regards investment by a UCITS in other collective investment schemes and where such collective investment schemes provide exposure to a portfolio of assets comprising mostly global sustainable equities and equity related securities (which may be listed or traded on Recognised Exchanges or unlisted) and cash. Such collective investment schemes may also provide exposure to other elements, being bonds (including corporate debt securities and bonds issued by sovereign, supranational entities and/or corporate issuers rated investment grade at time of purchase from either Moody's or another generally recognised international rating agency), non-investment grade debt, emerging markets, and infrastructure exposure (e.g. solar and wind power generation), subject to and in accordance with the investment restrictions set out in Appendix I to the Prospectus.

For the avoidance of any doubt, such collective investment schemes may have different investment strategies or restrictions to the Fund and may provide exposure to other asset classes not invested in directly by the Fund. In accordance with the UCITS Regulations, the Fund may not invest in any underlying collective investment scheme which itself invests more than 10% of its net assets in other collective investment schemes.

For the avoidance of any doubt, in order for a collective investment scheme to be eligible for investment by the Fund:

- (i) the collective investment scheme may not utilise gearing or leverage;
- (ii) The collective investment scheme must provide for regular redemptions including daily or weekly redemptions;
- (iii) The collective investment scheme may not invest in synthetic instruments or instruments that compel the acceptance of the physical delivery of a commodity;
- (iv) The collective investment scheme may not invest in unregulated collective investment schemes or hedge funds. In this regard, a "hedge fund" is defined as an arrangement permitted to invest money or other assets, which uses any strategy or takes any position which could result in the arrangement incurring losses greater than its aggregate market value at any point in time, and which strategies or positions include but are not limited to (a) leverage or (b) net short positions.
- (v) The collective investment scheme may not acquire any investment, which involves the assumption of any liability which is unlimited.

The Fund may also invest directly in cash as more particularly outlined below.

The Fund may invest in UCITS (including, for the avoidance of any doubt, other Funds of the Company) or in alternative investment funds ("AIFs"), which include open-ended exchange traded funds ("ETFs"), which are regulated and which, in accordance with the requirements of the Central Bank as regards acceptable investments by the Fund in AIFs, will be domiciled in Ireland, in a Member State of the EEA, in the United Kingdom, in Jersey, in Guernsey, in the Isle of Man or in other jurisdictions considered and approved by the Central Bank.

Subject to the foregoing, in seeking to meet its investment objective a portion of the Fund may be invested in units or shares of collective investment schemes managed or operated by the Investment Manager ("**Related Schemes**").

The aggregate maximum management fees that may be charged by the collective investment schemes in which the Fund will invest will in no event exceed 2% (on a weighted average basis). Such management fees will be reduced by any rebates received by the Fund from such schemes. Where the Fund invests in Related Schemes no subscription fee shall be charged to the Fund but its investment shall be subject to the general management and fund charges applicable to investors in such collective investment schemes.

The Fund may be invested up to 100% in other collective investment schemes subject to and in accordance with the investment restrictions set out in Appendix I to the Prospectus. In addition the Fund may invest in and/ or gain exposure to the following asset classes directly:

*(ii) Currencies*

The Fund may engage in currency transactions including but not limited to entering into forward and spot foreign currency exchange contracts to hedge the Fund's exposure to currencies. In order to achieve its investment objective, the Fund invests in assets globally. Its currency strategy is that it may hedge a portion of the currency exposure back into the Base Currency, dependent on the Investment Manager's views of the relevant currencies relative to the Base Currency. The Fund may have currency exposure which the Investment Manager may decide not to hedge or only to partially hedge.

*(iii) Cash and Cash Equivalents*

The Fund may hold or maintain cash deposits (denominated in such currency or currencies as the Investment Manager may determine), Money Market Instruments (such as money market funds) and/or cash equivalents (such as short term commercial paper, certificates of deposit, treasury bills and fixed or variable rate commercial paper which, to the extent that they are listed, shall be listed or traded on one or more Recognised Exchanges, primarily in the OECD, to reduce volatility and facilitate the redemption of the Shares in accordance with the Central Bank's requirements) and subject to the conditions and within the limits laid down by the Central Bank. The amount of cash and/or cash equivalents that the Fund will hold will vary depending on prevailing circumstances. The Fund will not invest in such instruments that are unrated or rated below BBB- (or equivalent).

The Fund may hold up to 50% of its Net Asset Value in the above cash and cash equivalent assets. These investments may be made during abnormal market conditions or pending re-investment in any of the asset classes disclosed in the investment policy. The Investment Manager may also be of the view that there is not sufficient value in certain markets and accordingly may wish to deploy the assets of the Fund in cash and cash equivalent assets.

*(iv) Financial derivative instruments*

The Fund may use FDIs for efficient portfolio management purposes and hedging only and may not invest in FDIs for any other purpose. The expected effect of using FDIs for efficient portfolio management and hedging is to reduce the overall risks of its investments and/or to reduce the costs of investing. There is no guarantee that the Fund will achieve the objective for which it enters into an FDI or that the performance of an FDI will result in a positive effect for the Fund and its investors.

The FDIs which the Fund may utilise for efficient portfolio management include listed stock index futures, forward foreign exchange contracts, listed warrants or listed index and currency options.

**Forward contracts:** Forward contracts are non-standardised contracts between two parties to buy or sell an asset at a specified future time at a price to be agreed at the time that contract is entered into. Forward currency exchange contracts are FDIs where the parties agree on the sale and purchase of one currency against another currency at a pre-agreed price and a specific delivery date in the future. FX forwards impose an obligation on the buyer to purchase the agreed currency on the agreed date. Forward currency exchange transactions may be used to reduce the risk of adverse market changes in exchange rates or to increase exposure to foreign currencies or to shift exposure to foreign currency fluctuations from one country to another.

**Warrants:** Warrants generally give the holder the right to receive, upon exercise, a security of the issuer at the stated price. For the avoidance of any doubt, warrants will not be used for investment purposes and such use will be limited to 10% of the Net Asset Value of the Fund.

**Options:** An option contract allows the holder to buy or sell an underlying security at a given price. The purpose behind the purchase of put options by the Fund is to hedge against a decrease in the market generally or to hedge against a decrease in the price of particular securities or other assets held by the Fund in line with its investment policy as disclosed herein. The purpose behind the purchase of call options by the Fund is to provide exposure to increases in the market or to hedge against an increase in the price of securities or other assets as disclosed herein that the Fund intends to purchase at a later date.

**Futures:** A futures contract is an agreement between two parties to buy or sell a specified quantity of the financial instrument called for in the contract at a pre-determined price in the future. Futures can be cash settled as well as physically settled. Listed long or short stock index futures may be used to obtain exposure to particular equity markets on a short or medium term basis where it is more efficient to use FDIs for this purpose than to invest directly or may be used to hedge market risk associated with the Fund's equity positions.

The Fund may use exchange traded or over the counter futures to efficiently manage exposures during inflows or outflows or when switching between underlying collective investment schemes.

While the Fund will take long positions through its direct investments, it may from time to time, take short positions through the use of FDIs only for the purposes set out above and not for speculative purposes. All short positions will only be taken to cover equivalent long asset exposure for hedging purposes. In this regard, the total gross long position is typically not expected to exceed 100% of the Net Asset Value of the Fund and the total gross short position is typically not expected to exceed 30% of the Net Asset Value of the Fund.

The global exposure of the Fund through the use of FDI will not exceed 100% of the Net Asset Value of the Fund, as measured using the commitment approach in accordance with the UCITS Regulations. The commitment approach is a measure of the aggregate marked to market value of the financial instruments underlying the Fund's FDI positions.

The Fund will not use FDIs for leverage or gearing, and will ensure that such FDIs are covered at all times.

The Investment Manager employs a risk management process which will enable it to accurately measure, monitor and manage the risks attached to FDI and details of this process have been provided to the Central Bank. Any types of FDI not included in the risk management process will not be used until such time as a revised risk management statement has been provided to and approved by the Central Bank.

Any direct and indirect operational costs and/or fees which arise as a result of the use of FDI (including those used for currency hedging as described in greater detail below) which may be deducted from the revenue delivered to the Fund shall be at normal commercial rates and shall not include any hidden revenue.

Such direct or indirect costs and fees will be paid to the relevant counterparty to the FDI transaction, which, in the case of FDI used for currency hedging purposes, may include the Depositary or entities related to the Depositary. All revenues generated through the use of FDI, net of direct and indirect operational costs and fees, will be returned to the Fund.

The Fund may use FDIs dealt OTC provided that the counterparties to OTC FDIs are institutions subject to prudential supervision and belong to the categories approved by the Central Bank as set out in the Central Bank UCITS Regulations.

Use of FDIs is subject to the conditions and limits laid down by the Central Bank.

Risks associated with the use of financial derivative instruments are detailed in the Prospectus at the section entitled "Risk Factors".

#### *Investment Process*

The Investment Manager's fund selection due diligence process goes through a series of incrementally deeper reviews including the following stages:

##### **1. Initial review**

The initial review consists of assessing available material on the relevant assets within the scope of the Investment Policy. The Investment Manager will review each Third Party Fund Manager's sustainable investment philosophy and approach to applying this against the Investment Policy and consider whether it is sufficiently sustainable for the Investment Manager to proceed to the next stage of due diligence. In doing so, the Investment Manager will consider some or all of the following non-exhaustive list of factors:

- Whether sustainability is fully integrated into the process rather than just being an overlay or output at the end of the process;
- Whether the process has inbuilt checks to remove greenwashing;

- Whether there is sophisticated governance and stewardship process where 100% of proxy votes are acted upon and the rote guidance from an advisory service is not blindly followed;
- Whether appropriate procedures are in place to manage potential conflict between attractive risk/return characteristics of an investment but poor ESG;
- Whether the different aspects of ESG are integrated in practice or if there is a strong bias towards one or the other.

The Third Party Fund Manager's performance record over time is evaluated to gain an understanding of how it has performed during different market conditions and determining whether there is sufficient merit to proceed to the next stage of the due diligence process.

## 2. Third Party Fund Manager Meetings

Where the initial review is positive, the Third Party Fund Manager is asked to complete a proprietary questionnaire to establish ESG ratings, proxy voting, United Nations Principles of Responsible Investment, exclusions, methodology used to determine the impact of its sustainable investment philosophy and stewardship approach and a meeting is typically arranged with the Third Party Fund Manager. The Third Party Fund Manager's investment philosophy and approach are critically questioned. After the meeting the underlying fund is evaluated by the Investment Manager and brief notes recorded in the meeting data base. If the underlying fund merits further research more detailed notes of the meeting will be recorded.

The Investment Manager's investment analyst will conduct a detailed evaluation of the offering, which will consist of assessing and measuring the Third Party Fund Manager against a number of predefined quantitative (e.g. quarterly performance reports) and qualitative measures (pedigree and tenure of the Third Party Fund Manager's investment team). In addition, the Third Party Fund Manager will be asked to provide full holdings of the underlying fund in order to (i) firstly, identify Third Party Fund Managers who have delivered performance with the successful consistent application of their stated sustainable investment process; (ii) secondly, to enrich the qualitative discussions the Investment Manager has with the Third Party Fund Manager; and (iii) thirdly, to provide full transparency on the underlying portfolio over time.

## 3. Operational due diligence

This involves a review of the offering memorandum or prospectus considering, inter alia, unusual costs, fees, indemnities, liquidity terms, background checks on associated businesses (administrator, custodian, auditors) especially if not a known company, review of pricing policy. If an irregular issue is identified it is addressed to the Investment Manager's satisfaction or the risks posed by the issue are highlighted for consideration. This report is then reviewed as part of the final product review and is included in the final review report.



#### 4. Commercial negotiations

The Investment Manager's preference is for funds with no entry fees that offer institutionally priced share classes. Alternatively, the Investment Manager will endeavour to obtain a waiver of any entry fees and/ or if only "retail" pricing is available, to arrange (where permitted under relevant regulations) for part of the annual management fee to be rebated as "retrocession" to the Fund.

#### 5. Product review and report.

Product review: Information gathered in the above stages is compiled into a report on the potential investment and this report is review by the relevant internal investment committees of the Investment Manager that are responsible for portfolio construction and security selection. Based on their review the investment can be signed off for inclusion in the approved investments list.

#### *Fund Management*

The processes and controls in place are threefold:

1. Potential investments are assessed as per the fund selection due diligence process set out above;
2. Proposed investments are reviewed by the Investment Manager's committee which determines whether an investment should be added to an approved investments list; and
3. The Investment Manager is responsible for selecting the investments for the Fund from the approved investments list and ensuring changes to the Fund are consistent with the defined risk parameters of the Fund. All changes are discussed by and approved by the Investment Manager's Investment Committee.

The Fund's investment performance will be measured against the MSCI All Countries World (ACWI) Net Total Return Index (the "Benchmark"). The Investment Manager may alter the Benchmark from time to time to any other benchmarks which the Investment Manager determines, in consultation with the Manager, are generally representative of the global financial market and which are mainstream global indices reflective of the relevant asset class. Shareholders will not be notified in advance of any change in the Benchmark. However, such change will be notified to Shareholders in the periodic reports of the Fund following such change.

The Fund is considered to be actively managed in reference to the Benchmark by virtue of the fact that it uses the Benchmark for performance comparison purposes. Certain of the Fund's securities may be components of and may have similar weightings to the Benchmark. However, the Benchmark is not used to define the portfolio composition of the Fund or as a performance target and the Fund may be wholly invested in securities which are not constituents of the Benchmark.

For the avoidance of doubt, the Benchmark is not considered a sustainable reference benchmark for comparison of environmental or social characteristics promoted by the Fund.

### *Sustainability*

This Fund promotes environmental and/or social characteristics but for the avoidance of any doubt, it does not have sustainable investment as its investment objective. Accordingly, the Fund has been classified by the Manager, working in conjunction with the Investment Manager, as a product in accordance with Article 8 of the SFDR.

Further information on the Fund's ESG strategy and the manner in which the Fund promotes environmental and/or social characteristics is detailed in the SFDR Annex at Appendix 1 to this Supplement.

### *Integration of Sustainability Risk into Investment Decision Making*

Pursuant to the SFDR, the Fund is required to disclose the manner in which Sustainability Risks are integrated into the investment decisions of the Fund and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Fund.

The Fund could be exposed to some Sustainability Risks, which may differ depending on the specific underlying collective investment schemes in which the Fund invests in accordance with its investment policy. In particular, some companies, markets and sectors may have greater exposure to Sustainability Risks than others.

Consideration of these Sustainability Risks are integrated alongside other risks into the Investment Manager's investment process, decision making and risk monitoring to the extent that they are considered to represent potential or actual material risk and/or opportunities to maximise the long-term risk-adjusted returns. Sustainability Risks are assessed and monitored on a fund-by-fund basis by the Investment Manager's in-house research team with the support of an external ESG specialist service provider. This assessment then feeds into the broader investment process that leads to investment selection for the Fund.

The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there will be a negative impact on, or entire loss of, its value, and this may have a negative effect on the returns of the Fund.

The Manager is not involved in the investment decision-making process but carries out independent oversight of the investment process and of investment decisions made for the Fund.

## **5. Profile of a Typical Investor**

The Fund is suitable for investors seeking long-term capital appreciation.

## 6. Offer

The initial offer period in respect of Class A Shares, Class B Shares, Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class S Shares, Class X Shares and Class Y Shares has now closed.

Following the expiry of any initial offer period, Shares are issued at a price equal to the Net Asset Value per Share of the relevant Class (plus any relevant anti-dilution fee and/or duties and charges) as at the Valuation Point on the relevant Dealing Day on which the Shares are to be issued subject to the Minimum Subscription and Minimum Transaction Size as set out below.

## 7. Minimum Subscription, Minimum Holding and Minimum Transaction

The Minimum Subscription, Minimum Holding and Minimum Transaction Size are as follows:

### *Minimum Subscription*

Class	Minimum Subscription
Class A	\$50,000
Class B	\$1,000,000
Class C	£35,000
Class D	£700,000
Class E	\$1,000,000
Class F	£700,000
Class S	£700,000
Class X	\$5,000,000
Class Y	£3,500,000

### *Minimum Holding*

Class	Minimum Holding
Class A	the lesser of the original investment or \$50,000
Class B	the lesser of the original investment or \$1,000,000
Class C	the lesser of the original investment or £35,000
Class D	the lesser of the original investment or £700,000
Class E	the lesser of the original investment or \$1,000,000
Class F	the lesser of the original investment or £700,000
Class S	the lesser of the original investment or £700,000
Class X	the lesser of the original investment or \$5,000,000

Class Y	the lesser of the original investment or £3,500,000
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#### *Minimum Transaction*

<b>Class</b>	<b>Minimum Subsequent Transaction</b>
Class A	\$25,000
Class B	\$25,000
Class C	£15,000
Class D	£15,000
Class E	\$25,000
Class F	£15,000
Class S	£15,000
Class X	\$25,000
Class Y	£15,000

The Directors reserve the right to differentiate between Shareholders and to waive or reduce the Minimum Subscription, Minimum Holding and Minimum Transaction Size for certain investors, subject always to the principle of equal treatment of Shareholders.

## **8. Application for Shares**

Applications for Shares may be made through the Administrator (whose details are set out in the Application Form). Applications accepted and received by the Administrator prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in exceptional circumstances otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day. Applications received after the Dealing Deadline but prior to the Valuation Point will only be accepted in exceptional circumstances as determined and agreed by the Directors, and having regard to the equitable treatment of Shareholders.

Initial applications should be made using an Application Form obtained from the Administrator but may, if the Company so determines, be made by facsimile, post, email or any other approved electronic means or such other means as may be permitted by the Directors and agreed with the Administrator in accordance with the requirements of the Central Bank, subject to prompt transmission to the Administrator of the signed Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. No redemptions will be processed until the Application Form and such other papers as may be required by the Directors or their delegate have been received and all anti-money laundering procedures have been completed. Subsequent applications to purchase Shares following the initial subscription may be made to the Administrator by facsimile, email or any other approved electronic means or such other means as may be permitted by the Directors

and agreed with the Administrator in accordance with the requirements of the Central Bank without a requirement to submit original documentation and such applications should contain such information as may be specified from time to time by the Directors or their delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of a written instruction from the relevant Shareholder. In certain cases, this will be required in original format.

#### *Fractions*

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0.01 of a Share.

Subscription monies, representing less than 0.01 of a Share will not be returned to the investor but will be retained by the Company in order to defray administration costs.

#### *Method of Payment*

Subscription payments net of all bank charges should be paid by CHAPS, SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form enclosed with this Prospectus. Other methods of payment are subject to the prior approval of the Company or the Manager. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

#### *Currency of Payment*

Subscription monies are payable in the currency of denomination of the relevant Share Class. However, subscriptions may be made in any freely convertible currency accepted by the Administrator but will be converted into the currency of denomination of the relevant Share Class at the rate of exchange available to the Administrator. The cost of conversion shall be deducted from the monies subscribed by an investor and the amount remaining will then be invested in Shares. The attention of investors is drawn to the fact that the value of Shares subscribed for in a currency other than the currency of denomination of the relevant Share Class will be subject to exchange rate risk in relation to the relevant currency of denomination.

#### *Timing of Payment*

Payment in respect of subscriptions must be received in cleared funds by the Administrator no later than 2 Business Days after the relevant Dealing Day provided that the Company reserves the right to defer the issue of Shares until receipt of cleared subscription monies by the Fund. If payment in cleared funds in respect of a subscription has not been received by the relevant time (and in the event of non-clearance of funds) the Company or its delegate may cancel the allotment. Notwithstanding the cancellation of an application, the Company may charge the applicant for any

expense incurred by it or the Fund or for any loss to the Fund arising out of such non-receipt or non-clearance. The Company may waive either of such charges in whole or in part. In addition, the Company has the right to sell all or part of the investor's holding of Shares in the Fund or any other Fund of the Company in order to meet such charges.

#### *Confirmation of Ownership*

Confirmation of each purchase of Shares will be sent to Shareholders within and no later than the first Business Day following execution of the purchase of Shares. Confirmation will normally be dispatched by email or facsimile where the relevant and proper contact details have been provided to the Administrator, or alternatively by post at the discretion of the Administrator. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued.

### **9. Redemption of Shares**

Requests for the redemption of Shares should be made to the Administrator whose details are set out in the Application Form on behalf of the Company by way of a signed redemption form sent by facsimile, email, any other approved electronic means or other written communication and should include such information as may be specified from time to time by the Company. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Company or its delegate in exceptional circumstances determines otherwise. Redemption requests received after the Dealing Deadline but prior to the Valuation Point will only be accepted as determined and agreed by the Directors or the Manager in their sole discretion, and having regard to the equitable treatment of Shareholders. Redemption requests will only be accepted for processing where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made from an investor holding until the subscription Application Form, and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

The minimum value of Shares which a Shareholder may redeem in any one redemption transaction is the Minimum Transaction Size specified above. In the event of a Shareholder requesting a redemption which would, if carried out, leave the Shareholder holding Shares having a Net Asset Value less than the Minimum Holding, the Company may, if it thinks fit, redeem the whole of the Shareholder's holding.

The redemption price per Share shall be the Net Asset Value per Share less any applicable duties and charges.

#### *Method of Payment*

Redemption payments following processing of instructions received in the manner detailed above will only be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator in writing.

#### *Currency of Payment*

Shareholders will normally be repaid in the currency of denomination of the relevant Share Class. If, however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction may be arranged by the Administrator (at its discretion) on behalf of the Shareholder and the cost of conversion shall be deducted from the redemption proceeds payable to the Shareholder.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid within 4 Business Days of the Dealing Day provided that all the required documentation has been furnished to and received by the Administrator.

#### *Withdrawal of Redemption Requests*

Requests for redemption may not be withdrawn save with the written consent of the Manager and the Directors or in the event of suspension of calculation of the Net Asset Value of the Fund.

#### *Compulsory/Total Redemption*

Shares of the Fund may be compulsorily redeemed and all the Shares may be redeemed in the circumstances described in the Prospectus under the sub-headings "Compulsory Redemption of Shares/ Deduction of Tax" and "Total Redemption of Shares".

### **10. Conversion of Shares**

Subject to the Minimum Subscription, Minimum Holding and Minimum Transaction Size requirements of the relevant Fund or Classes, Shareholders may request conversion of some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares".

### **11. Fees and Expenses**

All or part of the following fees and expenses of the Fund may be charged to the income earned by the Fund (if any) or otherwise out of the capital of the Fund. Details of fees and charges are set out in the Prospectus under the heading "Fees and Expenses". Where fees and expenses

are paid out of the capital of the Fund, the capital of the Fund may be eroded and income will be achieved by foregoing the potential for future capital growth.

#### *Management Company Fees*

The fees of the Manager (the “Management Company Fee”) will be charged on the net asset value of the Fund, as of each valuation day and in accordance with the below. They are subject to a minimum fee of up to €1,750 per month and are payable monthly in arrears, out of the assets of the Fund:

<b>Management Fee</b>	<b>Net Asset Value</b>
.02%	up to the USD currency equivalent of €150,000,000
.01%	in excess of the USD currency equivalent of €150,000,000

The Management Company Fee accrues as of each Valuation Point and is payable monthly in arrears (plus VAT, if any). The Manager shall be entitled to be reimbursed by the Fund for reasonable out of pocket expenses incurred by it and any VAT on fees and expenses payable to or by it. There is no guarantee that the Fund will generate sufficient income from its investments in order to discharge Management Company Fees and consequently Shareholders and prospective investors should note that all or part of the Management Company Fee may be charged to the capital of the Fund. If all or part of the Management Company Fee is charged to the capital of the Fund this would have the effect of lowering the capital value of an investment in the Fund. Capital may be eroded and “income” will be achieved by foregoing the potential for future capital growth.

#### *Investment Management Fee*

In addition, the Company out of the assets of the Fund shall pay the Investment Manager out of the income earned by the Fund (if any) or otherwise out of the capital of the Fund, a fee (“Investment Management Fee”) as detailed below (plus any VAT, if any, thereon):

- 1.00% of the Net Asset Value of Class A Shares;
- 0.65% of the Net Asset Value of Class B Shares;
- 1.00% of the Net Asset Value of Class C Shares;
- 0.65% of the Net Asset Value of Class D Shares;
- 0.00% of the Net Asset Value of Class E Shares;
- 0.00% of the Net Asset Value of Class F Shares;
- 0.65% of the Net Asset Value of Class S Shares;
- 0.40% of the Net Asset Value of Class X Shares and
- 0.40% of the Net Asset Value of Class Y Shares.

The Investment Management Fee accrues as of each Valuation Point and is payable monthly in arrears (plus VAT, if any). The Investment Manager shall be entitled to be reimbursed by the



Fund for reasonable out of pocket expenses incurred by it and any VAT on fees and expenses payable to or by it.

The Investment Manager may waive or rebate to the Fund all or a portion of the Investment Management Fee with respect to Shares, (subject always to the principle of equal treatment of Shareholders) and in such case adjustments will be made to the determination of the Net Asset Value. Out of the Investment Management Fee the Investment Manager may, in accordance with local laws including self-regulation, pay back fees or charges to institutional investors holding Shares beneficially for third-party investors. The percentages actually paid back shall be disclosed in the annual and semi-annual reports.

The Investment Manager may appoint one or more sub-distributors to promote sales of Shares in the Fund. Where investors acquire Shares through a sub-distributor, the Investment Manager may pay a proportion of its Investment Management Fee to such sub-distributor for the duration of those investors' shareholdings.

#### *Administrator Fee*

The fees of the Administrator will be charged on the net asset value of the Fund, as of each valuation day and in accordance with the schedule below. They are subject to a minimum fee of up to €2,250 per month and are payable monthly in arrears, out of the assets of the fund.

<b>Administration Fee</b>	<b>Net Asset Value</b>
0.04%	0 - €50,000,000
0.03%	€50,000,000 – €100,000,000
0.02%	+ €100,000,000

The Administrator shall be entitled to be reimbursed by the Fund for reasonable out of pocket expenses incurred by them and any VAT on fees and expenses payable to or by it.

#### *Depositary Fee*

The Depositary shall be entitled to an annual fee of up to 0.03% of the Net Asset Value of the Fund together with VAT, if any, thereon. The fee is subject to a minimum of €30,000 per annum with a reduced minimum of €20,000 for the first two years following the approval of the Fund.

The fees of the Depositary will accrue daily and shall be payable monthly in arrears at a rate of 1/12 of up to 0.03% of the Net Asset Value of the Fund as at each Dealing Day together with VAT, if any, thereon.

The Depositary will be entitled to be reimbursed by the Fund for all reasonable out-of-pocket expenses properly incurred in the performance of its duties.

Sub-custodian fees, if any, will be borne by the Fund and will be at normal commercial rates

together with VAT, if any, thereon.

#### *Subscription Charge*

No subscription charge will be payable with respect to any Class of Shares.

#### *Redemption Charge*

No redemption charge will be payable with respect to any Class of Shares.

#### *Anti-Dilution Fee*

To preserve the value of the underlying assets and to cover dealing costs, when there are net subscriptions or redemptions exceeding 3% of the NAV of the Fund, the Directors may in their absolute discretion levy an anti-dilution fee of up to a maximum of 1% of the subscription price per Share or the redemption price per Share, as appropriate. Any such fee shall be retained for the benefit of the Fund. The actual level of any actual anti-dilution adjustment will be set based on the expected typical cost of trading across the Fund and this level will be re-evaluated from time to time.

#### *Operating Expenses*

The Fund pays out of the income earned by the Fund (if any) or otherwise out of the capital of the Fund, all fees, costs and expenses of or incurred by the Manager and the Depositary in connection with the ongoing management, administration and operation of the Fund. Such fees, costs expenses and disbursements payable by the Fund include, but are not limited to:

- (a) auditor's and accountant's fees;
- (b) lawyers' fees;
- (c) commissions, fees and reasonable and properly vouched out-of-pocket expenses payable to any placing agent, structuring agent, paying agent, correspondent bank;
- (d) merchant banking, stockbroking or corporate finance fees including interest on borrowings, index calculation, performance attribution, risk control and similar services' fees and expenses, fees and charges of clearing agents and interest on debit balances and other bank charges;
- (e) taxes or duties imposed by any fiscal or regulatory authority, including the annual fees of the Central Bank;
- (f) costs of preparation, translation and distribution of all prospectuses, reports, certificates (if any), confirmations of purchase of Shares and notices to Shareholders;
- (g) fees and expenses incurred in connection with the listing of Shares on any Recognised Exchange and in complying with the listing rules thereof;
- (h) expenses of Shareholders' meetings;
- (i) insurance premia;
- (j) custody and transfer expenses;
- (k) any other expenses, including clerical costs of issue or redemption of Shares;

- (l) the cost of preparing, translating, printing and/or filing in any language the Articles and all other documents relating to the Fund including registration statements, prospectuses, listing particulars, explanatory memoranda, annual, half-yearly and extraordinary reports with all authorities (including local securities dealers associations) having jurisdiction over the Fund or the offer of Shares and the cost of delivering any of the foregoing to the Shareholders;
- (m) the cost of publication of notices in local newspapers in any relevant jurisdiction;
- (n) the total costs of any amalgamation or reconstruction relating to the Fund;
- (o) all fees payable in respect of investments in collective investment schemes including, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees in respect of each collective investment fund in which the Fund invests, except where this is not permitted by the Central Bank; and
- (p) any pro rata fees, costs or expenses of the Fund attributed in accordance with the Articles.

in each case plus any applicable VAT.

#### *Establishment Costs*

The costs of establishing the Fund are not expected to exceed USD 45,000 and will be amortised over the first five years of the Fund.

## **12. Distribution Policy**

A summary of the distribution policy applicable to and reporting status of, each Class of Shares is set out below.

<b>Class</b>	<b>Distributing/Accumulating</b>	<b>Reporting/Non-Reporting for UK Offshore Funds</b>
Class A	Accumulating	Non-Reporting Status
Class B	Accumulating	Non-Reporting Status
Class C	Distributing	Reporting Status
Class D	Distributing	Reporting Status
Class E	Accumulating	Non-Reporting Status
Class F	Distributing	Reporting Status
Class S	Distributing	Reporting Status
Class X	Accumulating	Non-Reporting Status
Class Y	Distributing	Reporting Status

The Directors intend to automatically reinvest all earnings, dividends and other distributions of whatever kind as well as realised capital gains arising from the Class A, Class B, Class E and Class X Shares pursuant to the investment objective and policies of the Fund for the benefit of Shareholders in Class A, Class B, Class E and Class X Shares. Accordingly, the Directors do not intend to make distributions out of these Classes otherwise than on termination of the Fund.

It is intended that Class C, Class D, Class F, Class S and Class Y Shares will be distributing

share classes. The Directors may determine in their sole discretion to declare interim dividends. Final dividends, if declared, will normally be declared in the first five months after each year end and will be paid within two weeks of declaration.

Dividends may be paid out of the net income of the Fund (whether in the form of dividends received, interest or otherwise) and net realised and unrealised gains (i.e. realised and unrealised capital gains net of all realised and unrealised losses) of the Fund, subject to certain adjustments. Otherwise all income and gains of the Fund will be accumulated within the Fund. Dividends which are not claimed or collected within six years of payment shall revert to and form part of the assets of the Fund. Dividends will be paid by bank transfer at the expense of Shareholders. Shareholders may elect to re-invest dividends in additional Shares in the Fund by ticking the appropriate box on the Application Form.

Dividends declared shall not be paid to Shareholders until the subscription Application Form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) have been received from the relevant Shareholder(s). Until the relevant anti-money laundering procedures have been completed, dividends payable to Shareholders shall be held in a non-interest bearing collection account for and on behalf of the Fund.

#### *UK Reporting Fund Status*

The Company has elected Class C, Class D, Class F, Class S and Class Y Shares to be Reporting Funds for UK Offshore Funds purposes in each Accounting Period of the Company. The Company will make available a report in relation to the Fund in accordance with the reporting fund regime for each reporting period to each of its UK investors who hold an interest in the relevant Share classes on the following website <https://www.stonehagefleming.com/investments/funds> within six months of the day immediately following the final day of the reporting period in question. Therefore the report in respect of the each accounting period ended 31 December will be made available on this website on or before 30 June in the following year. If, however, an investor does not have access to the website report, information may be obtained in an alternative manner (by post) by contacting the Investment Manager directly.

The position in respect of any Class of Shares that is a non-Reporting Fund may be reconsidered in the future and, accordingly, the Directors reserve the right to apply for the approval of any Class of Shares as a Reporting Fund should they deem it appropriate. Shareholders should note that there can be no guarantee that Reporting Fund status would be obtained and, if obtained, maintained for any Class of Shares.

The above should be read in conjunction with the section of the Prospectus entitled "United Kingdom Taxation" which is contained in the "Taxation" section of the Prospectus.

### **13. Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Borrowings on behalf of the Fund may only be made to meet its obligations in relation to the administration of the Fund relating to the settlement of buy and sell transactions in respect of underlying assets and of redemption requests. Borrowings in relation to the settlement of buy and sell transactions may not exceed a period of 5 Business Days and borrowings in relation to redemption requests may not exceed a period of 40 Business Days.

### **14. Collateral Management Policy**

The collateral management policy employed by the Investment Manager in respect of the Fund provides that cash in US Dollars and Sterling and US Treasury Bills will be permitted collateral for any proposed OTC financial derivative transaction where the Investment Manager deems it necessary or appropriate for the Fund to receive collateral for the management of exposure. The level of collateral required by the Investment Manager in respect of each proposed financial derivative transaction will be determined by the Investment Manager having regard to the permitted exposure limits for the Fund to OTC financial derivative transactions. The Investment Manager's haircut policy takes account of the characteristics of the assets received as collateral such as the credit standing of the issuer where relevant, the price volatility and the outcome of any liquidity stress testing policy referred to below. In respect of cash there will be no haircut applied. In respect of T-Bills, the policy of the Investment Manager is to apply a 2% haircut.

Any cash collateral received for and on behalf of the Fund may be invested in any of the following:

- (i) deposits with relevant institutions;
- (ii) high quality government bonds;
- (iii) reverse repurchase agreements provided that the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on an accrued basis; and
- (iv) short term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049).

Invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral and may not be placed on deposit with the counterparty or a related entity. However, the Fund will be exposed to the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested or a failure or default of a counterparty to any reverse repurchase agreement.

Where the Fund receives collateral for at least 30% of its assets, the Investment Manager will employ an appropriate stress testing policy to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Investment Manager to assess the liquidity risk attached to the collateral. The liquidity stress testing policy shall be disclosed in the

risk management process employed by the Investment Manager. It is not currently intended that the Fund will receive collateral for more than 30% of its assets.

## **15. Risk Factors**

Some specific risk factors applicable to this Fund are set out below. These should be read in conjunction with and are not independent of the general risk warnings in Appendix II of the main Prospectus and accordingly Investors' attention is drawn to the Section headed 'Risk Factors in the Prospectus.

The investment risks set out in the Prospectus and this Supplement do not purport to be exhaustive. Prospective investors should read this entire information Prospectus and consult with their legal, tax and financial advisors before making any decision to invest in the Fund.

### *Fund of Funds Risk*

Investments in underlying funds contain the same market and liquidity risks associated with the underlying investments but also operational risks (including governance and valuation risks) associated with investing in the Third Party Fund Manager.

### *Dependence on the Investment Manager and Third Party Fund Managers*

The success of the Fund depends upon the Investment Manager selecting successful underlying collective investment schemes to invest in ("underlying funds"), as well as on the Third Party Fund Managers implementing investment strategies that achieve the underlying funds' respective investment objectives. There can be no assurance that either the Investment Manager or the Third Party Fund Managers will be able to do so. In particular, subjective (as opposed to systematic) decisions made by the Investment Manager and a Third Party Fund Manager may cause the Fund to decline (or not to increase) in a manner in which less subjective decision making might have avoided.

### *Duplication of Costs/Performance Fees*

It should be noted that the Fund incurs costs and fees paid to the Investment Manager and other service providers. In addition, the Fund may incur costs in its capacity as an investor in underlying funds which in turn pay fees to their Third Party Fund Managers and other service providers.

Some of the underlying funds may be required to pay performance fees to the Third Party Fund Managers. Under these arrangements the Third Party Fund Managers will benefit from the appreciation, including unrealised appreciation of the investments of such underlying funds, but they are not similarly penalised for realised or unrealised losses.

As a consequence, the costs of the Fund may represent a higher percentage of the Net Asset Value than would typically be the case with direct investment or in the case of investment funds which invest directly.

### *Valuation Risk*

The Fund may be subject to valuation risk due to the manner and timing of valuations of the Fund's investments. Underlying funds may be valued by fund administrators resulting in valuations which are not verified by an independent third party on a regular or timely basis. Accordingly there is a risk that (i) the valuations of the Fund may not reflect the true value of underlying fund's holdings at a specific time which could result in significant losses or inaccurate pricing for the Fund and/or (ii) valuation may not be available at the relevant Valuation Day for the particular Dealing Day for the Fund so that some or all of the assets of the Fund may be valued on an estimated basis.

### *Underlying Funds*

While the Investment Manager will exercise reasonable care to comply with the investment restrictions applicable to a particular Fund, the Third Party Fund Manager of and/or service providers to the underlying schemes are not obliged to comply with such investment restrictions in the management / administration of underlying schemes. No assurance is given that the investment restrictions of the Fund with respect to individual issuers or other exposures will be adhered to by underlying schemes or that, when aggregated, exposure by underlying schemes to individual issuers or counterparties will not exceed the investment restrictions applicable to the fund. If the investment restrictions applicable to the investments directly made by the Fund are exceeded for reasons beyond the control of the Manager or as a result of the exercise of subscription rights, the Directors shall adopt as a priority objective the remedying of that situation, taking due account of the interests of the Shareholders of the Fund.

### *Redemption and Liquidity Risk*

The Fund may be subject to a liquidity risk due to the manner and timing of potential redemptions from the underlying funds. Underlying funds may be entitled to delay acceptance of redemption requests or payment of redemption proceeds from the Fund.

### *Investment in Equity Securities*

The Fund may gain exposure to equity securities listed or traded on Recognised Exchanges. Such indirect exposure to equity securities will be subject to risks associated with such investments, including fluctuations in market prices, adverse issuer or market information and the fact that equity securities are subordinate in the right of payment to other corporate securities, including debt securities. The value of these securities varies with the performance of the respective issuers and movements in the equity markets generally. As a result, the Fund may suffer losses if it invests indirectly in equity securities of issuers where performance falls below market expectations or if equity markets in general decline or the Fund has not hedged against such a general decline.

### *Concentration Risk*

The Fund may hold a relatively small number of underlying collective investment schemes (approximately 7 to 20 positions) as compared to many other funds. This may make the Fund's performance more volatile than would be the case if it had a more diversified investment portfolio.

### *Depository Receipts*

A Fund may acquire GDRs and ADRs from banks that do not have a contractual relationship with the issuer of the security underlying the depository receipt to issue and secure such depository receipt. To the extent that the Fund invests in such unsponsored depository receipts there may be a possibility that the Fund may not become aware of events affecting the underlying security and thus the value of the related depository receipt. In addition, certain benefits (i.e. rights offerings) which may be associated with the security underlying the depository receipt may not accrue to the benefit of the holder of such depository receipts.



## Appendix 1

### ANNEX II

Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

**Product name:** Stonehage Fleming Global Responsible Investment Fund

**Legal entity identifier:** 2 54900ZPSRJGEOMPR551

## Environmental and/or social characteristics

**Sustainable investment** means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

### Does this financial product have a sustainable investment objective?

☒ ☒ ☐ **Yes**

☒ ☐ ☒ **No**

☐ It will make a minimum of **sustainable investments with an environmental objective:** \_\_\_\_%

☐ in economic activities that qualify as environmentally sustainable under the EU Taxonomy

☐ in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

☐ It will make a minimum of **sustainable investments with a social objective:** \_\_\_\_%

☐ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of \_\_\_\_% of sustainable investments

☐ with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy

☐ with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

☐ with a social objective

☒ It promotes E/S characteristics, but **will not make any sustainable investments**



**Sustainability indicators** measure how the environmental or social characteristics promoted by the financial product are attained.

## **What environmental and/or social characteristics are promoted by this financial product?**

The environmental and social characteristics that the Fund promotes are responsible business practices in accordance with the UN Sustainable Development Goals (as defined in the Supplement for the Fund) (“SDGs”).

No reference benchmark has been designated for the purpose of attaining the environmental characteristics promoted by the Fund.

### ● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

The Investment Manager uses the SDGs to measure the attainment of the environmental and/or social characteristics of the Fund. The 17 SDGs address global challenges including poverty, inequality, climate change, environmental degradation, peace and justice.

Every six months, the Fund’s portfolio will be reviewed by the Investment Manager against the 17 SDGs and 12 specific ESG Metrics identified by the Investment Manager (the “ESG Metrics”) to check that the Fund is on a trajectory to greater sustainability and this, in turn, informs the asset allocation process. A third party service provider is employed to provide granular data on 17 SDGs and 12 ESG Metrics.

The Investment manager reports on the SDGs via the Fund’s fact sheets, which are available on the Investment Manager’s website. A link is available in the section “Where can I find more product specific information online?” at the end of this Annex.

*The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.*

The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

*Any other sustainable investments must also not significantly harm any environmental or social objectives.*



## Does this financial product consider principal adverse impacts on sustainability factors?

☐ Yes, \_\_\_\_\_

☒ No

Pursuant to Article 7(2) of the SFDR, the Manager does not consider the adverse impacts of investment decisions on sustainability factors in respect of the Fund. This is on the basis that the Investment Manager, being the entity that makes all the investment decisions in respect of the Fund, does not consider the adverse impacts of their investment decisions on sustainability factors in respect of the Fund.

### Principal adverse

**impacts** are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.



## What investment strategy does this financial product follow?

The investment objective, investment policy, investment process and investment strategy of the Fund is detailed in the Supplement for this Fund and should be read in conjunction with and in the context of this Annex.

The Fund intends to gain exposure through underlying collective investment schemes managed by Third Party Fund Managers (as defined in the Supplement) ("CIS") to companies on a journey towards greater sustainability, with clear strategies to improve on environmental, social and governance factors as compared to their peer group. The strategy is focused on the improvement potential of a CIS rather than its current ranking versus the peer group data versus its relative peers, for example Morningstar.

The Fund portfolio will be reviewed against the 17 SDG every 6 months to confirm the Fund is making progress in its promotion of environmental and social characteristics. The nature of these goals are broad, however, a third party service provider, Mainstreet Partners, is employed by the Investment Manager to provide more granular data on the 12 specific ESG Metrics which are recalculated every six months.

The data provided by Mainstreet Partners on the ESG Metrics is used to measure and monitor the impact it will have on, for example, social, environmental and non-financial aspects by virtue of the Fund's investments in order to ratify the investment process of allocating capital to companies that are becoming more sustainable.

The Investment Manager implements this strategy on a continuous basis but is led by the six month reporting cycle for the impact mapping against the 17 SDGs and

**The investment strategy** guides investment decisions based on factors such as investment objectives and risk tolerance.

**Good governance** practices include sound management structures, employee relations, remuneration of staff and tax compliance.

measurement against the ESG Metrics. The review process is used to ensure the Fund's attainment of the environmental and social characteristics it promotes. Improvements of the Fund portfolio's ESG Metrics should feed through to its own share prices and valuation.

● ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

The Investment Manager applies the following binding requirements in its management of the Fund:

- UN SDGs. Every six months, the Investment Manager maps all the underlying holdings in the underlying CIS to the 17 UN SDG goals to identify any misalignment and will make disinvestments of CIS as required.
- The Fund will only invest in a CIS where the Third Party Fund Manager has signed up to the PRI. Should a CIS retract or lose its signatory status then the Fund will disinvest in that CIS.
- In the context of proxy voting, the Investment Manager requires Third Party Fund Managers to vote on 100% of the votes received to establish whether they vote in favour of management or shareholders in order to ensure there is no bias and voting is taken seriously and proactively.

● ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

The Fund does not have a committed minimum rate to reduce the scope of the investments considered prior to the application of the investment strategy.

● ***What is the policy to assess good governance practices of the investee companies?***

Throughout the selection and due diligence process set out in the Supplement hereto for this Fund and following investment, good governance is prioritised through the checking of voting records and at bi-annual meetings with the Third Party Fund Managers where direct engagement occurs. In these meetings, underlying holdings in the CIS with the greatest scope for improvement across ESG and good governance factors are prioritised, including but not limited to:

- companies that publish scope 1,2,3 emissions;
- companies that demonstrate gender and racial equity especially at board level;
- companies with a separate role for each of CEO and chairperson;
- companies that pay a living wage;
- companies with a robust environmental policy; and
- companies with a robust and continually improving health and safety policy.

### Asset allocation

describes the share of investments in specific assets.



Taxonomy-aligned activities are expressed as a share of:

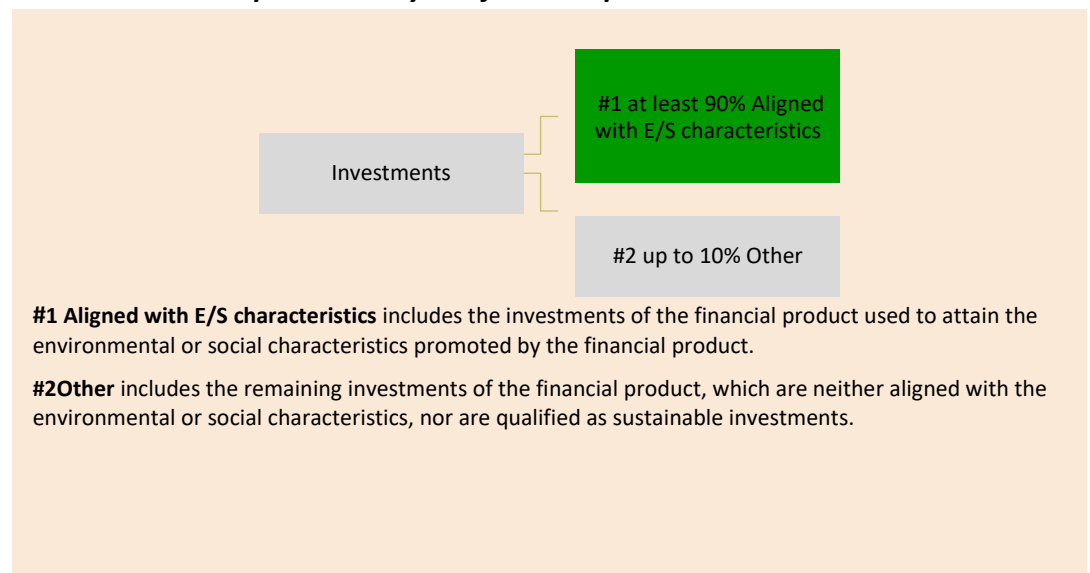
- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.

## What is the asset allocation planned for this financial product?

The proportion of the Fund's investments used to attain the environmental and/or social characteristics promoted by the Fund shall be at least 90%.

The remaining proportion of up to 10% of the Fund's investments will be used for liquidity and/or efficient portfolio management purposes and will not incorporate any of the environmental and/or social characteristics promoted by the Fund. Any minimum environmental or social safeguards regarding the remaining proportion of the investments is covered in a specific section below.

### ● *How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?*




While the Fund may use financial derivative instruments, such as listed stock index futures, forward foreign exchange contracts, listed warrants or listed index and currency options, for efficient portfolio management and hedging, they are not currently used to attain the environmental characteristics promoted by the Fund.

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective.

**Transitional activities** are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

 are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



## To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

While the Fund promotes environmental and/or social characteristics, as at the date of this document, it is expected that the minimum proportion of investments of the Fund in environmentally sustainable economic activities aligned with the “EU Taxonomy” (being Regulation (EU) 2020/852 of the European Parliament and the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investments) (including in transitional and enabling activities) shall be 0% of the net assets of the Fund.

### Does the financial product invest in fossil gas and / or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?



Yes:



In fossil gas

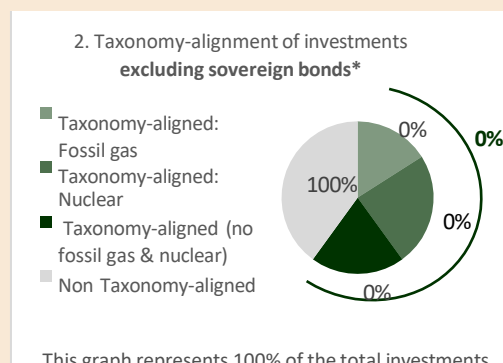
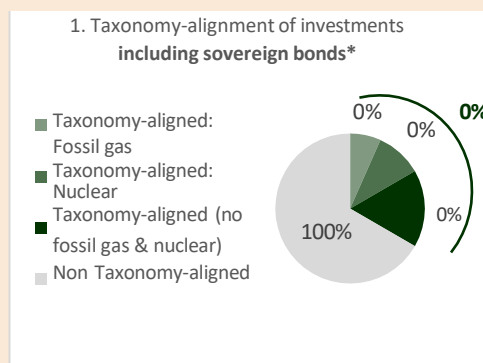


In nuclear energy



No

*The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds\*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.*



\* For the purpose of these graphs, ‘sovereign bonds’ consist of all sovereign exposures.

<sup>1</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change (“climate change mitigation”) and do not significantly harm any EU Taxonomy objective - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.



**What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?**

“#2 Other” investments include the remaining investments of the Fund which are not aligned with the environmental and/or social characteristics promoted by the Fund. In this regard, the Fund may also hold cash for liquidity which is not aligned with the environmental or social characteristics. There are no minimum environmental or social safeguards



**Where can I find more product specific information online?**

More product-specific information can be found on the website:

<https://www.stonehagefleming.com/investments/funds>

Please go to Stonehage Fleming Global Responsible Investment Fund > Fund Documentation