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**MLC Global Multi Strategy UCITS Funds plc**

**An investment company with variable capital incorporated with limited liability in Ireland with registered number 551309 and established as an umbrella fund with segregated liability between sub-funds pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)**

**PROSPECTUS**

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**MANAGER**

**SANLAM ASSET MANAGEMENT (IRELAND) LIMITED**

**DATED: 9 MARCH 2021**

## IMPORTANT INFORMATION

### THIS PROSPECTUS

The Directors of MLC Global Multi Strategy UCITS Funds plc (the “**Company**”) whose names appear under the heading “**Directory**” jointly accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

This Prospectus describes the Company, an open-ended investment company with variable capital and having segregated liability between sub-funds and incorporated in Ireland as a public limited company. The Company is constituted as an umbrella fund insofar as the share capital of the Company will be divided into different Shares with one or more Classes of Shares representing a separate Fund comprising a separate pool of assets and which pursues its investment objective through separate investment policies.

Each Fund may be further divided into shares of different classes to accommodate different subscription and/or redemption charges and/or minimum investment initial subscription amounts and/or dividend and/or charges and/or fee arrangements and/or denomination currencies and/or currency hedging strategies. A separate pool of assets will not be maintained for each Class. At the date of this Prospectus, the Company comprises the following initial Fund; Catalyst Global Real Estate UCITS Fund. Details of the Fund and its Classes will be specified in the relevant Supplement to the Prospectus.

This Prospectus may be translated into other languages and such translations shall contain only the same information as this Prospectus may be attributable to individual Share Classes. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in any translation, the English text shall prevail and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the law of Ireland.

### INVESTOR RESPONSIBILITY

**Prospective investors should review this Prospectus carefully and in its entirety and consult a stockbroker, bank manager, solicitor, accountant or other financial advisers in relation to (i) the legal requirements within their own countries for the purchase, holding, exchange, redemption or disposal of Shares; (ii) any foreign exchange restrictions to which they are subject in their own countries in relation to the purchase, holding, exchange, redemption or disposal of Shares; and (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, exchanging, redeeming or disposing of Shares. Prospective investors should seek the advice of their legal, tax and financial advisers if they have any doubts regarding the contents of this Prospectus.**

Certain terms used in this Prospectus are defined under “Definitions” below.

### AUTHORISATION BY THE CENTRAL BANK

**The Company is authorised by the Central Bank as a UCITS within the meaning of the Regulations. The authorisation of the Company as a UCITS by the Central Bank is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus. The authorisation of the Company by the Central Bank shall not constitute a warranty by the Central Bank as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company.**

## Investment Risks

There can be no assurance that a Fund will achieve its investment objective. An investment in a Fund involves investment risks, including possible loss of the amount invested. **In view of the fact that a sales fee or a redemption fee may be payable on a subscription or redemption by an investor in a Fund the difference at any one time between the sale and repurchase price of shares in the Fund means that the investment should be regarded as a medium to long term investment.** Details of certain investment risks and other information for an investor are set out more fully in this Prospectus.

## DISTRIBUTION AND SELLING RESTRICTIONS

The distribution of this Prospectus, any Supplement and the offering or purchase of Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus or any Supplement in any such jurisdiction may treat this Prospectus or any Supplement as constituting an invitation to them to subscribe for Shares unless in the relevant jurisdiction such an invitation could lawfully be made to them without compliance with any registration or other legal requirements.

The Company qualifies as a UCITS and may apply for recognition by other EU Member States or elsewhere. It is initially intended to make application for permission to market Shares in the Company in the United Kingdom and the Company may in due course make similar application in other states or territories.

The Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "1933 Act") or the securities laws of any of the States of the United States. The Shares may not be offered, sold or delivered directly or indirectly in the United States of America, its territories or possessions or in any State or the District of Columbia (the "United States") or to or for the account or benefit of any U.S. Person as defined under "DEFINITIONS" below. Any re-offer or resale of any of the Shares in the United States or to U.S. Persons may constitute a violation of U.S. law. Applicants for Shares will be required to certify that they are not "U.S. Persons". The Company will not be registered under the U.S. Investment Company Act 1940, as amended.

Sanlam Investments UK Limited will act as the UK Facilities Agent of the Company and will provide general facilities to UK investors as required by Rule 9.4.1R of the UK Financial Services Authority's New Collective Investment Schemes Sourcebook. These include facilities for inspection and the obtaining, free of charge, of the documents referred to in the "Documents for Inspection" section below and where details can be obtained on the price, redemption and payment of Shares. UK investors may also lodge any complaint relating to the operation of the Company with the UK Facilities Agent.

## RELIANCE ON THIS PROSPECTUS AND ON THE KEY INVESTOR INFORMATION DOCUMENT

Shares in the Company are offered only on the basis of the information contained in this Prospectus and Key Investor Information Document and the latest audited annual accounts and any subsequent half-yearly report of the Company. These reports form part of the Prospectus. Any further information or representations given or made by any dealer, broker or other person should be disregarded and, accordingly, should not be relied upon. No person has been authorised to give any information or to make any representations in connection with the offering of Shares in the Company other than those contained in this Prospectus and in any subsequent half-yearly or annual report for the Company and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Directors, the Manager, the Investment Manager, the Administrator or the Depositary.

Statements in this Prospectus are based on the law and practice currently in force in Ireland at the date hereof and are subject to change. Neither the delivery of this Prospectus nor the issue of Shares shall, under any circumstances, create any implication or constitute any representation that the affairs of the Company have not changed since the date hereof.

This Prospectus should be read in its entirety before making any application for Shares.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Memorandum and Articles of Association of the Company, copies of which are available as mentioned herein.

Distribution of this Prospectus in certain jurisdictions will require that the Prospectus be translated into other languages. Where such translation is required, the translated version of the Prospectus will accord in all respects with the English version.

**Shareholders should note that the Articles permit the Company to impose a sales charge of up to a maximum of 5% of the Net Asset Value per Share and an allowance for the Duties and Charges to acquire investments for the relevant Fund on purchases of Shares. A redemption fee of up to 3% and an allowance for the Duties and Charges on the sale of investments for the relevant Fund may also be chargeable on redemptions of Shares. In the event that such charges are imposed the difference at any one time between the sale and repurchase price of Shares means that any investment in the Company should be viewed as being in the medium to long term. Prices of Shares in the Company may fall as well as rise. These charges may only be applied if provided for in the relevant Fund's Supplement.**

The Company, the Manager and the Administrator have a responsibility to regulators for compliance with money laundering regulations around the world and for that reason, existing Shareholders, potential subscribers for and transferees of Shares may be asked for proof of identity. Until satisfactory proof of identity is provided by potential investors or transferees, any of the above reserve the right to withhold issuance of Shares or any transfer of Shares. In case of delay or failure to provide satisfactory proof of identity, any of the above may take such action as they see fit.

## DIRECTORY

### MLC GLOBAL MULTI STRATEGY UCITS FUNDS PLC

**Company:**

MLC Global Multi Strategy UCITS Funds plc  
Beech House  
Beech Hill Road  
Dublin 4  
Ireland

**Manager and Company Secretary:**

Sanlam Asset Management (Ireland) Limited  
Beech House  
Beech Hill Road  
Dublin 4  
Ireland

**Directors of the Company:**

Paul Dobbyn  
Haydn Franckeiss  
Richard Aslett

**Directors of the Manager:**

Thomas van Heerden  
Tom Murray  
Richard Aslett  
Reece Briesies

**Depositary:**

Brown Brothers Harriman Trustee Services  
(Ireland) Limited  
30 Herbert Street  
Dublin 2  
Ireland

**Auditors:**

Ernst & Young  
Ernst & Young Building  
Harcourt Centre  
Harcourt Street  
Dublin 2  
Ireland

**Administrator, Registrar  
and Transfer Agent:**

Brown Brothers Harriman Fund Administration  
Services (Ireland) Limited  
30 Herbert Street  
Dublin 2  
Ireland

**Legal Advisers as to matters of Irish law:**

Maples and Calder  
75 St. Stephen's Green  
Dublin 2  
Ireland

**Investment Manager:**

Catalyst Fund Managers Global (Pty) Limited  
4th Floor Protea Place  
Protea Rd  
Claremont  
Cape Town  
7708  
Rep. of South Africa

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## THE COMPANY

### General

The Company was originally incorporated in Guernsey on 13 March 1998 under the name Catalyst Global Real Estate Fund (USD) IC Limited as an incorporated cell of PSG Mutual Fund ICC Limited, and was converted and registered as a private limited Guernsey company on 17 October 2014, and subsequently was deregistered in Guernsey and registered in Ireland by way of continuation, as an open-ended investment company and authorised as a UCITS by the Central Bank pursuant to the UCITS Regulations. The Company continued in Ireland as a public limited company and was registered with the Irish Companies Registration Office on 17 October 2014 under registration number 551309. The Company is an umbrella investment company with segregated liability between sub-funds and variable capital with registered office at Beech House, Beech Hill Road, Dublin 4, Ireland. The Company is authorised by the Central Bank as a UCITS. A separate portfolio of assets will be maintained in relation to each Fund.

All holders of Shares are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Memorandum and Articles, copies of which are available as described under the heading "Documents for Inspection" in this Prospectus.

### Umbrella Fund

The Company is an umbrella fund with segregated liability, which is comprised of different Funds, each with one or more classes of Shares. Different classes of Shares may be issued from time to time with the prior notification and clearance of the Central Bank. Each Class represents interests in a Fund. Prior to the issue of any Shares, the Company will designate the Fund in relation to which such Shares shall be issued. A separate Fund with separate records and accounts will be maintained and assets in such Fund will be invested in accordance with the investment objectives applicable to such Fund.

The board of Directors of the Company has overall responsibility for managing the business affairs of the Company. Under the Articles, the Directors have delegated the day-to-day management of the Company to the Manager. The Manager has appointed the Administrator to provide administrative services (including the calculation of the Net Asset Value and the Net Asset Value per Share, Shareholder registration and transfer agency services and related services). The Manager may also appoint Investment Managers to manage the assets and investments of each Fund. The Directors have themselves appointed the Depositary to provide custodial services including maintaining bank accounts, safekeeping of assets and trustee duties.

The Directors are listed below with their principal occupations. None of the Directors has entered into an individual service contract with the Company nor is any such contract proposed. The Company has granted indemnities to the Directors in respect of any loss or damages which they may suffer save where this results from the Directors' fraud, negligence or wilful default. The Articles do not stipulate a retirement age for Directors and do not provide for retirement of Directors by rotation. The address of the Directors is the registered office of the Company.



## MANAGEMENT OF THE COMPANY

### Directors of the Company

The Directors of the Company, all of whom are non-executive directors, are described below:

**Paul Dobbyn** (Irish) was a senior partner in A&L Goodbody, Solicitors from 1986 to 2006, where he specialised in banking, financial services and fund management. Mr Dobbyn practised as a barrister in Ireland from 2006 to April 2010. He was a partner in Maples and Calder between 2010 and 2015 and is currently a director of a number of Irish collective investment schemes.

**Haydn Franckeiss** (South African) serves as the Head of Asset Liability Solutions and ALCO Portfolio Manager at Sanlam Investment Management (Pty) Ltd. Mr. Franckeiss previously served as the Head of Equity at the firm. He began his career with Sappi Limited in the International and Corporate Finance departments. He then joined Liberty Asset Management as an analyst in 1992 where he was heading up the Financial Team and was responsible for managing portfolios. He joined Gensec Asset Management in 1999 and spent time as Head of Equity in private equity and Client Services before becoming ALCO Portfolio Manager. Mr. Franckeiss holds a B.Commerce and B.Accountancy Degree from WITS University. He wrote the Board Examination in 1987 and articulated with KPMG.

**Richard Aslett** (British) is the Chief Executive Officer of Sanlam Asset Management (Ireland) Limited, having joined the company in July 2005. Prior to this, he worked as Finance Manager for Bank of Ireland Securities Services Limited, Dublin between 1999 and 2005. Prior to this, he worked in a number of financial services sectors within the United Kingdom including banking, home loan administration and fund management. Mr Aslett is a Fellow of the Association of Chartered Certified Accountants and completed a Masters in Business Administration at University College Dublin in 2003.

No Director has:

- (a) had any unspent convictions in relation to indictable offences; or
- (b) been a director of any company or partnership which, while he was a director with an executive function or partner at the time of or within the 12 months preceding such events, been declared bankrupt, went into receivership, liquidation, administration or voluntary arrangements; or
- (c) been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies); or been disqualified by a court from acting as a director of a company or from acting in the management or conduct of affairs of any company. Save for the information disclosed herein, no further information is required to be given in respect of the Directors pursuant to the listing requirements of the Irish Stock Exchange.

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

The Company has delegated the day to day management and running of the Company to the Manager. Consequently, all Directors of the Company are non-executive.

## **INVESTMENT OBJECTIVE AND POLICIES**

The Company is an umbrella investment company and the investment objectives and policies for each Fund are formulated by the Company at the time of creation of each Fund and will be specified in the relevant Supplement to the Prospectus.

### **CHANGE IN INVESTMENT OBJECTIVE OR POLICIES**

The Manager shall not make any change to the investment objective or material changes to the investment policies of a Fund each as disclosed in the relevant Supplement unless Shareholders have, in advance, and on the basis of an Ordinary Resolution of the Shareholders of that Fund or with the prior written approval of all the Shareholders of that Fund in accordance with the Articles or such other majority as is specified in the Articles approved the relevant change/changes. In the event that any such change is effected, the Manager shall provide reasonable notice to the Shareholders of that Fund to enable Shareholders to redeem prior to implementation.

## INVESTMENT RESTRICTIONS

The assets of each Fund must be invested in accordance with the restrictions on investments set out in the Regulations and such additional investment restrictions, if any, as may be adopted from time to time by the Directors in respect of any Fund. The Company will comply with the Central Bank UCITS Regulations and relevant guidance issued by the Central Bank. The principal investment restrictions applying to each Fund under the Regulations are described as follows:-

### 1 Permitted Investments

Investments of a UCITS are confined to:

- 1.1 Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in an EU Member State or non-EU Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in an EU Member State or non-EU Member State.
- 1.2 Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
- 1.3 Money market instruments other than those dealt on a regulated market.
- 1.4 Units of UCITS.
- 1.5 Units of alternative investment funds ("AIFs").
- 1.6 Deposits with credit institutions.
- 1.7 Financial derivative instruments.

### 2 Investment Restrictions

- 2.1 A UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.

Recently Issued Transferable Securities

- 2.2 Subject to paragraph 2, the Manager shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations apply. Paragraph 1 does not apply to an investment by the Manager in US Securities known as "Rule 144A securities" provided that:

- (a) the relevant securities are issued with an undertaking to register with the US Securities and Exchanges Commission within one year of issue; and
- (b) the securities are not illiquid securities i.e. they may be realised by the UCITS within seven (7) days at the price, or approximately at the price, at which they are valued by the UCITS.

- 2.3 A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.

- 2.4 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by an EU Member State or its local authorities or by a non-EU Member State or public international body of which one or more EU Member States

are members.

2.5 The transferable securities and money market instruments referred to in 2.4. shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.

2.6 A UCITS may not invest more than 20% of net assets in deposits made with the same credit institution.

Deposits with any one credit institution, other than a credit institution specified in Regulation 7 of the Central Bank UCITS Regulations specified below:

- (a) a credit institution authorised in the EEA (EU Member States, Norway, Iceland, Liechtenstein);
- (b) a credit institution authorised within a signatory state (other than an EEA member state) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States); or
- (c) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand held as ancillary liquidity,

held as ancillary liquidity shall not exceed 10% of the Net Asset Value of a Fund.

This limit may be raised to 20% of the Net Asset Value of a Fund in the case of deposits made with the Depository.

2.7 The risk exposure of a UCITS to counterparty to an OTC derivative may not exceed 5% of net assets.

This limit is raised to 10% in the case of a credit institution authorised in the EEA, a credit institution authorised in a signatory state (other than an EEA member state) to the Basle Capital Convergence Agreement of July 1988 (which includes the United Kingdom) or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand ("**Relevant Institutions**").

2.8 Notwithstanding paragraphs 2.3, 2.6 and 2.7 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:

- (a) investments in transferable securities or money market instruments;
- (b) deposits, and/or
- (c) counterparty risk exposures arising from OTC derivatives transactions.

2.9 The limits referred to in 2.3, 2.4, 2.6, 2.7 and 2.8 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.

2.10 Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.6, 2.7 and 2.8. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.

2.11 A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any EU Member State, its local authorities, non-EU Member States or public international body of which one or more EU Member States are members.

The individual issuers must be listed in the prospectus and may be drawn from the following list: OECD Governments (provided the relevant issues are investment grade), Government of

the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC.

The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

### 3 Investment in Collective Investment Schemes ("CIS")

3.1 Subject to section 3.2, investments made by a UCITS in units of other CIS may not exceed, in aggregate, 10% of the assets of the UCITS.

3.2 Notwithstanding the provisions of section 3.1, where the investment policy of the UCITS states that it may invest more than 10% of its assets in other UCITS or CIS, the following restrictions shall apply instead of the restrictions set out in 3.1 above:

- (a) each UCITS may not invest more than 20% of its Net Asset Value in any one CIS;
- (b) investments in AIFs may not, in aggregate, exceed 30% of UCITS' Net Asset Value.

3.3 The CIS are prohibited from investing more than 10% of net assets in other open-ended CIS.

3.4 When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.

3.5 Where by virtue of investment in the units of another investment fund, the Manager, the Investment Manager or an investment adviser receives a commission (including a rebated commission), the Manager shall ensure that the relevant commission is paid into the property of the UCITS.

3.6 When the Manager on behalf of a Fund (the "**Investing Fund**") invests in the units of another sub-fund of the Company (the "**Receiving Fund**"), that investment is subject to the following requirements, in addition to the provisions of paragraph 3.5:

- (a) the Receiving Fund cannot hold units in any other sub-fund within the Company; and
- (b) the rate of the annual management fee which investors in the Investing Fund are charged in respect of that portion of the Investing Fund's assets invested in Receiving Funds (whether such fee is paid directly at the Investing Fund level, indirectly at the level of the Receiving Funds or a combination of both) shall not exceed the rate of the maximum annual management fee which investors in the Investing Fund may be charged in respect of the balance of the Investing Fund's assets, such that there shall be no double charging of the annual management fee to the Investing Fund as a result of its investments in the Receiving Fund. This provision is also applicable to the annual fee charged by the Investment Manager where this fee is paid directly out of the assets of the Fund.

#### **4 Index Tracking UCITS**

- 4.1 A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank.
- 4.2 The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.

#### **5 General Provisions**

- 5.1 An investment company, 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.
- 5.2 A UCITS may acquire no more than:
- (a) 10% of the non-voting shares of any single issuing body;
  - (b) 10% of the debt securities of any single issuing body;
  - (c) 25% of the units of any single CIS;
  - (d) 10% of the money market instruments of any single issuing body.

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.

- 5.3 5.1 and 5.2 shall not be applicable to:
- (a) transferable securities and money market instruments issued or guaranteed by an EU Member State or its local authorities;
  - (b) transferable securities and money market instruments issued or guaranteed by a non-EU Member State;
  - (c) transferable securities and money market instruments issued by public international bodies of which one or more EU Member States are members;
  - (d) Shares held by a UCITS in the capital of a company incorporated in a non-EU Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-EU Member State complies with the limits laid down in 2.3 to 2.10, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.
  - (e) Shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.
- 5.4 UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their

assets.

- 5.5 The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.11, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- 5.6 If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.
- 5.7 Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:
- (a) transferable securities;
  - (b) money market instruments;
  - (c) units of CIS; or
  - (d) financial derivative instruments,
- noting that any short selling of money market instruments by UCITS is prohibited.

5.8 A UCITS may hold ancillary liquid assets.

## 6 Financial Derivative Instruments ('FDIs')

6.1 Where specified in the relevant Supplement:-

6.1.1 The Manager shall only invest assets of the Fund in an FDI if:

- (a) the FDI does not expose a Fund to risks which it could not otherwise assume;
- (b) the FDI does not cause a Fund to diverge from its investment objectives disclosed in the relevant Supplement; and
- (c) the FDI is dealt in on a regulated market or alternatively the conditions in paragraph 6.1.4 are satisfied.

6.1.2 Where the Manager enters, on behalf of a Fund, into a total return swap or invests in other FDIs with similar characteristics, the assets held by the Fund shall comply with Regulations 70, 71, 72, 73 and 74 of the Regulations.

6.1.3 FDI must be dealt in on a market which is regulated, operating regularly, recognised and open to the public in a Member State or non-Member State, and included at Appendix IV hereto.

6.1.4 Notwithstanding paragraph 6.1.3, the Manager may only invest in FDI dealt in over-the-counter "OTC derivatives" provided that:

- (a) the counterparty is a Relevant Institution (as defined in paragraph 2.7) or (i) an investment firm, authorised in accordance with MiFID, in an EEA member state or is (ii) a group company of an entity issued with a bank holding company licence from the Federal Reserve of the United States of America where that group company is subject to bank holding company consolidated supervision by that Federal Reserve.
- (b) where a counterparty within subparagraphs (i) and (ii) of paragraph 6.1.4(a) was subject to a credit rating by an agency registered and supervised by ESMA, that rating

shall be taken into account by the Manager in the credit assessment process and where such a counterparty is downgraded to A-2 or below (or comparable rating) by that credit rating agency, this shall result in a new credit assessment being conducted of the counterparty by the Manager without delay.

- (c) in the case of subsequent novation of the OTC derivative contract, the counterparty is one of:
  - (i) the entities set out in paragraph (a); or
  - (ii) a central counterparty (CCP) authorised, or recognised by ESMA, under Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories (EMIR) or, pending recognition by ESMA under Article 25 of EMIR, an entity classified as a derivatives clearing organisation by the Commodity Futures Trading Commission or a clearing agency by the SEC (both CCP);
- (d) risk exposure to the counterparty does not exceed the limits set out in Regulation 70(1)(c) of the Regulations, assessed in accordance with subparagraph (e);
- (e) in assessing risk exposure to the counterparty to an OTC derivative for the purpose of Regulation 70(1)(c) of the Regulations: (i) the Manager shall calculate the exposure to the counterparty using the positive mark-to-market value of the OTC derivative with that counterparty; (ii) the Manager may net derivative positions with the same counterparty, provided that the Fund is able to legally enforce netting arrangements with the counterparty. For this purpose netting is permissible only in respect of OTC derivatives with the same counterparty and not in relation to any other exposures the Fund has with the same counterparty; (iii) the Manager shall take into account of collateral received by the Fund in order to reduce the exposure to the counterparty provided that the collateral meets the requirements of the Central Bank UCITS Regulations;
- (f) the Manager must subject a Fund's OTC derivatives to reliable and verifiable valuation on a daily basis and ensure that it has appropriate systems, controls and processes in place to achieve this. Reliable and verifiable valuation shall be understood as a reference to a valuation, by a Fund, corresponding to fair value which does not rely only on market quotations by the counterparty and which fulfils the following criteria:
- (g) the basis for the valuation is either a reliable up-to-date market value of the instrument, or, if such value is not available, a pricing model using an adequate recognised methodology;
  - (i) verification of the valuation is carried out by one of the following:
    - (A) an appropriate third party which is independent from the counterparty of the OTC derivative, at an adequate frequency and in such a way that a Fund is able to check it;
    - (B) a unit within a Fund which is independent from the department in charge of managing the assets and which is adequately equipped for the purpose.
- (h) Risk exposure to an OTC derivative counterparty may be reduced where the counterparty will provide a Fund with collateral in accordance with the requirements of the Central Bank as set out in the Central Bank UCITS Regulations. The Fund will require receipt of the necessary level of collateral so as to ensure counterparty exposure limits set out in the Regulations are not breached. Collateral received must at all times meet the requirements set out in the Central Bank UCITS Regulations. Collateral passed to an OTC derivative counterparty by or on behalf of a Fund must be taken into account in calculating exposure of the Fund to counterparty risk as referred



to in Regulation 70(1)(c). Collateral passed may be taken into account on a net basis only if the UCITS is able to legally enforce netting arrangements with this counterparty.

- (i) Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments or CIS, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank UCITS Regulations. 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 Regulation 71(1) of the Regulations.
- (j) A transferable security or money market instrument embedding a FDI shall be understood as a reference to financial instruments which fulfil the criteria for transferable securities or money market instruments set out in the Regulations and which contain a component which fulfils the following criteria:
  - (i) by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or money market instrument which functions as a host contract can be modified according to a specific interest rate, financial instrument price, foreign exchange rate, index of prices or rate, credit rating or credit index, or other variable, and therefore vary in a way similar to a standalone derivative;
  - (ii) its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
  - (iii) it has significant impact on the risk profile and pricing of the transferable security or money market instrument.
- (k) A transferable security or a money market instrument shall not be regarded as embedding a FDI where it contains a component which is contractually transferable independently of the transferable security or the money market instrument. Such a component shall be deemed a separate financial instrument.
- (l) Unless otherwise disclosed in the relevant Fund Supplement, the Company employs the commitment approach to measure its global exposure. The global exposure of any Fund will not exceed its total Net Asset Value at any time. The method used to calculate global exposure for each Fund is set out in the relevant Fund Supplement.

## 6.2 Cover requirements

- 6.2.1 The Manager must, at any given time, ensure that, at all times: (i) a Fund is capable of meeting all its payment and delivery obligations incurred by transactions involving FDI; (ii) the Risk Management Process of the Fund includes the monitoring of FDI transactions to ensure that every such transaction is covered adequately; and (iii) a transaction in FDI which gives rise, or may give rise, to a future commitment on behalf of a Fund must be covered as follows:
- (a) in the case of FDI which automatically, or at the discretion of a Fund, are cash settled a Fund must hold, at all times, liquid assets which are sufficient to cover the exposure.
  - (b) in the case of FDI which require physical delivery of the underlying asset, the asset must be held at all times by the relevant Fund. Alternatively a Fund may cover the exposure with sufficient liquid assets where:
    - (i) the underlying assets consist of highly liquid fixed income securities;
    - (ii) the exposure can be adequately covered without the need to hold the underlying assets

- (iii) the specific FDI are addressed in the Risk Management Process; and
- (iv) details of the exposure are provided in the relevant Supplement.

## **7 Risk Management**

- 7.1 (a) Each Fund must employ a Risk Management Process to monitor, measure and manage the risks attached to FDI positions.
- (b) Each Fund must provide the Central Bank with details of its proposed Risk Management Process with details of its FDI activity. The initial filing is required to include information in relation to:
- Permitted types of FDI, including embedded derivatives in transferable securities and money market instruments;
  - Details of the underlying risks; and
  - Relevant quantitative limits and how these will be monitored and enforced;
  - Methods for estimating risks.
- (c) Material amendments to the initial filing must be notified to the Central Bank in advance. The Central Bank may object to the amendments notified to it and the Fund shall not engage in any activity that is associated with or which would derive from the proposed amendment to which the objection was made.
- 7.2 Each Fund must submit a report to the Central Bank on its FDI positions on an annual basis. The report, which must include information under the different categories identified in paragraph 7.1(ii) above, must be submitted with the annual report of the Company. A Fund must, at the request of the Central Bank, provide this report at any time.
- 7.3 The Company will, on request, provide supplementary information to Shareholders relating to the risk management methods employed including the qualitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

## **8 Use of Repurchase/Reverse Repurchase and Securities Lending Agreements**

- 8.1 Where set out in the relevant Supplement only, repurchase/reverse repurchase agreements, (“repo contracts”) and securities lending may only be effected by a Fund in accordance with normal market practice and conditions and limits set out in the Central Bank UCITS Regulations for the purposes of efficient portfolio management.
- 8.2 All assets received in the context of efficient portfolio management techniques should be considered as collateral and should comply with the following criteria:
- (a) Liquidity: Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the Regulations.
  - (b) Valuation: Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.
  - (c) Issuer credit quality: Collateral received should be high quality. Where the issuer is subject to a credit rating by an agency registered and supervised by ESMA, that rating shall be taken into account by the Manager in the credit assessment process. Where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in the preceding sentence, this shall result in a new credit assessment being conducted of the issuer by the Manager without delay.

- (d) Correlation: Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty.
  - (e) Diversification (asset concentration): (i) subject to subparagraph (ii) of this paragraph, collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Fund's Net Asset Value. When exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer and (ii) A Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. Such a Fund should receive securities from at least 6 different issues, but securities from any single issue should not account for more than 30% of the Fund's Net Asset Value. Where a Fund intends to be fully collateralised in securities issued or guaranteed by a Member State, this will be disclosed in the relevant Supplement. The relevant Supplement should also identify the Member States, local authorities, or public international bodies or guaranteeing securities which the Fund is able to accept as collateral for more than 20% of its Net Asset Value.
  - (f) Immediately available: Collateral received should be capable of being fully enforced at any time without reference to or approval from the counterparty.
- 8.3 Risks linked to the management of collateral, such as operational and legal risks, should be identified, managed and mitigated by the risk management process.
- 8.4 All collateral received in the context of efficient portfolio management techniques should be received on a title transfer basis and should be held by the Depositary in accordance with the UCITS Regulations. For other types of collateral arrangement, the collateral can be held by a third party sub-custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.
- 8.5 Non-cash collateral cannot be sold, pledged or re-invested.
- 8.6 Cash collateral may not be invested other than in the following:
- (i) deposits with Relevant Institutions;
  - (ii) high-quality government bonds;
  - (iii) reverse repurchase agreements provided the transactions are with Relevant 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).

Where the Manager invests the cash collateral received by a Fund that investment shall comply with the diversification requirements applicable to non-cash collateral and invested cash collateral may not be placed on deposit with the counterparty or with an entity that is related or connected to the counterparty.

- 8.7 The Manager shall ensure that, where a Fund receives collateral for at least 30% of its assets there is in place a stress testing policy that prescribes the components set out below and stress tests are carried out regularly under normal and exceptional liquidity conditions to assess the liquidity risk attached to the collateral. The components of the stress testing policy to which this paragraph refers are:
- (i) design of stress test scenario analysis including calibration, certification and sensitivity

- analysis;
- (ii) the empirical approach to impact assessment, including back testing of liquidity risk estimates;
  - (iii) the reporting frequency and the threshold(s) for limits and losses; and
  - (iv) the mitigation actions to be taken to reduce loss including haircut policy and gap risk protection.
- 8.8 The Manager shall, in accordance with this paragraph, establish and ensure adherence to a haircut policy for a Fund, adapted for each class of assets received as collateral. When devising the haircut policy, the Manager shall take into account the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of the stress tests performed in accordance with Regulation 21 of the Central Bank UCITS Regulations. The Manager shall document the hair cut policy and justify and document each decision to apply a specific haircut, or to refrain from applying any haircut, to a certain class of assets.
- 8.9 Where a counterparty to a repurchase or securities lending agreement which has been entered into by the Manager on behalf of a Fund:
- (i) was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the Fund in the credit assessment process;
  - (ii) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph (i) of this paragraph 8.9 this shall result in a new credit assessment being conducted of the counterparty by the Manager without delay.
- 8.10 The Manager shall ensure that it is at all times able to recall any security that has been lent out or to terminate any securities lending agreement to which it is party. The Manager that enters into a reverse repurchase agreement shall ensure that it is at all times able to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. In circumstances in which cash is, recallable at any time on a mark-to-market basis, the Manager shall use the mark-to-market value of the reverse repurchase agreement the calculation of the Net Asset Value of the Fund.
- 8.11 A Manager that enters into a repurchase agreement shall ensure that a Fund is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.
- 8.12 Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of Regulation 103 of the Regulations and Regulation 111 of the Regulations respectively.
- 8.13 All the revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the Fund.

Without limitation, the Directors may adopt additional investment restrictions with respect to any Fund to facilitate the distribution of Shares in the relevant Fund to the public in a particular jurisdiction. Any such additional investment restrictions will be disclosed in the Prospectus. In addition, the investment restrictions set out above may be changed from time to time by the Directors in accordance with a change in the applicable law and regulations in any jurisdiction in which Shares in the Funds are currently offered, provided that the assets of the Fund will at all times be invested in accordance with the restrictions on investments set out in the Regulations. In the event of any such addition to, or change in, the investment restrictions applicable to any Fund, a reasonable notification period will be provided by the Company to enable Shareholders in the relevant Fund to redeem their Shares prior to implementation of these changes.

## **ADDITIONAL INVESTMENT AND BORROWING RESTRICTIONS AND OTHER REQUIREMENTS APPLICABLE TO ANY FUND REGISTERED FOR SALE IN SOUTH AFRICA**

The additional investment and borrowing restrictions set out in this paragraph will apply to any Fund which is registered for sale in South Africa (each an "**SA Registered Fund**"), and such restrictions will apply in addition to and not instead of any of the restrictions set out above:

### 1. Markets

None of the net assets of any SA Registered Fund may be invested in securities which are not traded on or under the rules of: (i) a stock market that is a member of the World Federation of Stock Exchanges; (ii) the New York Stock Exchange; or (iii) the London Stock Exchange.

### Borrowing

Any SA Registered Fund may borrow up to 10% of its net assets but only for the purpose of redemption of Shares. The Fund may not invest in partly paid securities.

### Financial Derivative Instruments ("**FDI**"):

- (a) FDI shall only be used for efficient portfolio management.
- (b) Unlisted FDI are not allowed; and
- (c) Uncovered positions are not allowed.

### Non-equity Securities

#### Investment in Collective Investment Schemes ("**CIS**")

- (d) A SA Registered Fund will invest no more than 10% in other CIS;
- (e) If any SA Registered Fund holds participatory interests of other CIS, such participatory interests must have a risk profile which is not significantly higher than the risk profile of the underlying securities which may be invested in by the SA Registered Fund under the applicable South African laws and regulations;
- (f) The SA Registered Fund may not invest in a fund of funds or feeder fund.

### Scrip Borrowing/Scrip Lending

A SA Registered Fund shall not be permitted to engage in scrip borrowing.

### Equities

#### Investment restrictions on securities issued by one issuing body:

- (g) A SA Registered Fund may invest no more than 5% of its net assets if the relevant company's market capitalization is less than South African Rand ("**ZAR**") 2 billion.
- (h) Subject to the Regulations, if the relevant company's market capitalization is equal to or greater than ZAR 2 billion, the limit is raised to 10% of the SA Registered Fund's net assets or 120% of the free float weighting in the appropriate exchange index.
- (i) Subject to the Regulations, an overall limit of 20% of the SA Registered Fund's net assets for general portfolios and 30% for specialist portfolios.

Investment restrictions on securities of any one class issued by an issuing body:

- (a) A SA Registered Fund may purchase no more than 5% of the amount in issue if the relevant company's market capitalization is less than ZAR 2 billion.
- (b) If the relevant company's market capitalization is equal to or greater than ZAR 2 billion, the limit is raised to 10% of the amount in issue.
- (c) Subject to the Regulations, an overall limit of 15% of the issued capital of any class of security issued by an issuing body within the same group as the Investment Manager and 24% if issued by a concern not linked to the Investment Manager.

Unlisted instruments – a SA Registered Fund may invest no more than 10% of its net assets in such securities, provided that if the instrument is not traded on an exchange at the time of purchase, it must be listed within 12 months after the purchase date or disposed of.

Protection of Assets of SA Registered Funds – assets of investors are properly protected by application of the principles of segregation and identification.

If the limits or requirements set forth above are exceeded for reasons beyond the control of the Investment Manager, the Investment Manager must adopt as its primary objective in its sale transactions the remedying of such situation, taking due account of the interests of the relevant Fund's Shareholders.

The Regulations require that the Investment Manager employ a risk management process ("**RMP**") in respect of the Company which enables it to accurately measure, monitor and manage the various risks associated with the FDI. The method used by the Investment Manager to measure each Fund's exposure to FDI, which is one of the methods permitted under the Regulations will be set out in the Supplement. The choice of method and how it is applied to the Funds is required to be set out in the RMP, which has been submitted to the Central Bank. **A Fund will only utilise those FDIs as set out in the relevant Fund Supplement and as listed in the RMP and that have been cleared by the Central Bank.** The Company will, on request, provide supplementary information to Shareholders relating to the RMP employed, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investment.

## THE MANAGER

Sanlam Asset Management (Ireland) Limited has been appointed as manager of the Company pursuant to a Management Agreement (summarised under "General Information" below) with responsibility for the investment management and general administration of the Company with power to delegate such functions subject to the overall supervision and control of the Directors. The Manager, a private company limited by shares, registered under Part 2 of the Companies Act 2014 and incorporated in Ireland on 18 June 1997, is owned by Sanlam Limited. Gerardine Kelly is the Company Secretary of the Manager. The authorised share capital of the Manager is €1,269,738 of which €126,973.80 is in issue and fully paid. The Manager also acts as manager of four other collective investment schemes namely Sanlam Universal Funds plc, Sanlam Global Funds plc, Sanlam Qualifying Investors Funds plc and Ci Global Investments RIAIF ICAV.

The directors of the Manager are:

**Richard Aslett** (British), see details above in the section entitled "**MANAGEMENT OF THE COMPANY – THE DIRECTORS**".

**Tom Murray** (Irish) has worked in investment banking and financial services for over 25 years. He is currently a non-executive director of several corporates and collective investment vehicles including UCITs, QIFs, Hedge Funds and s.110 companies. He currently serves as a non-executive director of various regulated funds including funds promoted by Deutsche Bank, Old Mutual, Skandia and Barclays. In addition Mr Murray is a non-executive director of Skillsoft, the leading e-learning company and Touax, an international leasing operation. He obtained a Bachelor of Commerce Degree from University College Dublin in 1976 and qualified as a Chartered Accountant with Coopers & Lybrand in 1980 where he was a computer audit specialist and systems analyst. He was also a member of the National Futures Association between 1990 and 1992. During 2011, Mr Murray was awarded a Diploma in Directors Duties & Responsibilities by the Institute of Chartered Accountants in Ireland. Between 2004 and 2008, Mr Murray was a director of Merrion Corporate Finance Ltd where he was involved in several high profile transactions including the initial public offering of Aer Lingus, Eircom and the sale of Reox. Prior to joining Merrion, he was Treasury Director of Investec Bank Ireland where he was responsible for funding, asset and liability management, corporate and proprietary foreign exchange dealing, stock lending and borrowing, equity financing and structured finance activities. In 1987, he was a founder director and early shareholder in Gandon Securities Ltd, the first entity to be licenced to operate in the International Financial Services Centre, Dublin. Initially, Mr Murray served as Finance Director where, inter alia, he was instrumental in the design and implementation of the financial control and risk management systems for the proprietary trading division. In 1990 Mr Murray moved into a business development role where he established the structured finance, managed futures and equity financing units. In 2000, Gandon Securities Ltd was acquired by Investec Bank and Mr Murray was appointed Treasury Director in which role he served for 4 years. Prior to joining Gandon between 1981 and 1987, Mr Murray was the Chief Financial Officer of Wang International Finance Ltd, the vendor financing division of Wang Computers, where he established the tax, legal and financial reporting structures for computer leasing operations in 14 countries globally.

**Thomas van Heerden** (South African) is currently the Chief Operating Officer of Sanlam Investment Group, a position he has held since 12 April 2019. He joined Sanlam Investment Management in 2002 as the Head of Information Technology and was thereafter appointed Head of Investment Operations in 2005. Following the acquisition of the Satrix business by Sanlam Investment Management in October 2012, Mr van Heerden was appointed as CEO of that business and thereafter he was appointed as Chief Operating Officer of Sanlam Investments on 1 January 2016. Prior to joining Sanlam, Mr van Heerden initially worked as a management consultant and later spent seven years in the USA, five of which as a partner in an IT consulting company. Mr van Heerden holds a Ph.D. Engineering from the Cambridge University and a Civil Engineering (Cum Laude) from Stellenbosch University.

**Reece Briesies** (South African) is Chief Operating Officer and Chief Financial Officer of Sanlam Investments. Mr Briesies is a qualified Chartered Accountant and completed his articles at PWC in the Financial Services Division. Mr Briesies joined Sanlam in March 2009. Mr Briesies is currently responsible for Sanlam Investment's operations, finances and supports the Chief Executive of Sanlam

Investments with strategic investments and projects. Prior to his current position he held various positions within Sanlam in the UK, such as COO/CFO of Sanlam Wealth in the UK, Head of Corporate and Commercial Finance and UK Group Finance Manager and more recently was the Chief Operating and Financial Officer of Sanlam Investment Group's International division. Mr Briesies graduated with a Bachelors of Accounting degree from the University of Stellenbosch (USB), as well as a Bachelors of Accounting (Honours) from the University of Stellenbosch (USB) and completed the AMP at Columbia University (NYC).

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

The Manager has been appointed pursuant to the Management Agreement and is responsible for providing or procuring the provision to the Company of the services of investment manager, administrator, registrar, transfer agent and distributor and to undertake certain corporate, regulatory and risk management duties for the Company and each of the Funds.

The Management Agreement provides that the Manager shall exercise due care and diligence in executing its duties and the authority granted to it under the Management Agreement, and that in the absence of any fraud, negligence, wilful default, bad faith, on its part, or on the part of any delegate, servant or agent, it shall not be liable for any loss or damage sustained or suffered by the Company as a result of, or in the course of, the discharge by the Manager of its duties under the Management Agreement. The Company is obliged under the Management Agreement to indemnify the Manager, out of the assets of the relevant Fund, from and against any and all claims which may be made or brought against or directly or indirectly suffered or incurred by the Manager in connection with the performance or non-performance of its duties and/or the exercise of its powers under the Management Agreement, other than those resulting from any fraud, negligence, wilful default or bad faith on the part of the Manager or any of its delegates, servants or agents.

The Management Agreement shall continue in full force and effect unless terminated by any party at any time upon ninety (90) days prior written notice (provided that such termination shall not take effect until the appointment of a successor manager is approved by the Central Bank) or at any time if any party: (i) commits any material breach of the Agreement which is or are either incapable of remedy or have not been remedied within thirty (30) days of the non-defaulting party serving notice requiring the remedying of the default; (ii) is unable to pay its debts as they fall due or otherwise becomes insolvent or enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; (iii) is the subject of a petition for the appointment of an examiner, or similar officer to it or in respect of its affairs or assets; (iv) has a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (v) is the subject of an effective resolution for the winding up (except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party); (vi) is the subject of a court order for its winding up or liquidation; or (vii) ceases to be appropriately regulated in the jurisdiction of its registered office for the proper performance of the Management Agreement.



## **THE INVESTMENT MANAGER**

Catalyst Fund Managers Global (Pty) Limited has been appointed as an investment manager in respect of the Fund and is responsible for providing discretionary investment management and advisory services in connection with the assets of the Fund.

The Investment Manager is an independent and privately owned investment management company, with its registered office at 4th Floor Protea Place, Protea Rd, Claremont, Cape Town, 7708, Rep. of South Africa. It is authorised by the Financial Services Conduct Authority in South Africa as a financial services provider to provide discretionary investment management services to collective investment schemes.

The Investment Manager, as a delegate of the Manager, has remuneration policies and practices in place consistent with the requirements of the Regulations.

Details of all sub-investment managers appointed by the Investment Manager will be disclosed in the Company's periodic reports, and details of all sub-investment managers appointed where such sub-investment managers are paid directly out of the Fund's assets will be disclosed in the relevant Fund Supplement, in accordance with the Central Bank's requirements. If more than one sub-investment manager is appointed to a Fund, the Investment Manager shall allocate the assets of the Fund between sub-investment managers in such proportion as it shall, at its discretion, determine. The details of all sub-investment managers appointed will be provided to shareholders on request.

## THE ADMINISTRATOR

Brown Brothers Harriman Fund Administration Services (Ireland) Limited has been appointed as administrator to the Company. The Administrator is a private limited company that was incorporated in Ireland on 29 March, 1995, under registration number 231236.

The duties and functions of the Administrator include, inter alia, the calculation of the Net Asset Value, the keeping of all relevant records and accounts of the Company as may be required with respect to the obligations assumed by it pursuant to the Administration Agreement, assisting the auditor in relation to the audit of the financial statements of the Company, the provision of facilities for the certification and registration of Shares and the keeping of all relevant records and accounts of the Company as may be required with respect to the obligations assumed by it pursuant to the Administration Agreement.

The Administrator's principal business is the provision of administration services to collective investment schemes and will be responsible for the day-to-day administration of the Company.

The Administrator is authorised by the Central Bank to provide investment business services to collective investment schemes. Its services include the calculation of the Net Asset Value, calculation of management and performance fees, establishing and maintaining a register of Shareholders, carrying out the issue and redemption of Shares and assisting in the preparation of the Company's financial statements, and acting as registrar and transfer agent.

The Administrator is responsible for providing administration services to the Company, including the calculation of the Net Asset Value and the Net Asset Value per Share, serving as the Company's agent for the issue and redemption of Shares and acting as registrar and transfer agent of the Company. The Administrator will also be responsible for calculating the performance fee.

The Administration Agreement between the Administrator and the Company shall continue in force until terminated by either party on ninety (90) days' notice in writing to the other party or may be terminated immediately if either party: (i) commits any material breach of the Agreement or commit persistent breaches of the Administration Agreement which is or are either incapable of remedy or have not been remedied within thirty (30) days of the non-defaulting party serving notice requiring the remedying of the default; (ii) is unable to pay its debts as they fall due or otherwise becomes insolvent or enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; (iii) is the subject of a petition for the appointment of an examiner, or similar officer to it; (iv) has a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (v) is the subject of an effective resolution for the winding up (except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party); (vi) is the subject of a court order for its winding up or liquidation. The Administrator may immediately terminate the Administration Agreement upon notice if fraud is proven against the Company, the Manager or the Investment Manager and the Manager may terminate the Administration Agreement upon notice if fraud is proven against the Administrator.

The Administration Agreement provides that the Administrator shall exercise the level of care and diligence in the performance of its services expected of a professional administrator of collective investment schemes available for hire, and that the Administrator will not be liable to the Manager or any other person for any loss damages, liabilities and reasonable proper costs and expenses incurred by any of them as a result of the performance or non-performance by the Administrator of its obligations and duties under the Administration Agreement save where such losses are the direct result of the Administrator's fraud, bad faith, wilful default or negligence. The Manager, out of the assets of the relevant Fund, shall indemnify the Administrator, its officers, employees, agents, sub-contractors and representatives against any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses of any kind suffered or incurred by such parties by reason of the performance of the Administrator's obligations and duties under the Administration Agreement, save in the case of such parties' fraud, bad faith, wilful default or negligence.

## THE DEPOSITARY

The Company has appointed Brown Brothers Harriman Trustee Services (Ireland) Limited as depositary of its assets pursuant to the Depositary Agreement.

The Depositary is a private limited liability company incorporated in Ireland on 29 March 1995, under registration 231235, and has paid up share capital in excess of \$1,500,000. Its main activity is the provision of custodial services to collective investment schemes. The Depositary is an indirect wholly-owned subsidiary of Brown Brothers Harriman & Co. The Depositary's registered office is at the address specified in the Directory. Its principal business is the provision of custodial and trustee services, including the provision of corporate trustee services for collective investment schemes.

The Depositary's principal duties under the Depositary Agreement in accordance with the Regulations are as follows:

1. safekeeping of the Funds' assets, including, inter alia, verification of ownership;
2. ensuring that the Funds' cash flows are properly monitored;
3. ensuring that the issue, redemption, cancellation and valuation of Shares are carried out in accordance with the Articles and applicable law, rules and regulations;
4. ensuring that in transactions involving the Funds' assets, any consideration is remitted to the relevant Fund within the usual time limits;
5. ensuring that the Funds' income is applied in accordance with the Articles, applicable law, rules and regulations; and
6. carrying out instructions of the Company unless they conflict with the Articles or applicable law, rules and regulations.

Under the terms of 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 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 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. The Depositary has delegated to its global sub-custodian, Brown Brothers Harriman & Co, responsibility for the safekeeping of the Company's financial instruments and cash. The global sub-custodian proposes to further delegate these responsibilities to sub-delegates.

The Depositary's global sub-custodian has appointed the entities set out in Appendix V as sub-delegates in each of the markets set forth in Appendix V. This list may be updated from time to time and is available upon request in writing from the Administrator or the Depositary. The Depositary does not anticipate that there would be any specific conflicts of interest arising as a result of any delegation to any of the sub-delegates listed in Appendix V. The Depositary will notify the Directors of any such conflict should it so arise.

The Depositary Agreement provides that the Depositary shall be liable, (i) in respect of a loss of a financial instrument held in its custody (or that of its duly appointed delegate) unless it can prove that the loss has arisen as a result of an external event beyond the Depositary's reasonable control, the consequences of which would have been unavoidable despite all reasonable measures to the contrary, and (ii) in respect of all other losses as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the Regulations.

Shareholders of the Company may, directly or indirectly through the Company, invoke claims relating to the liability of its Depositary regardless of the legal nature between the Depositary, the Company and Shareholders provided that the right of Shareholders to invoke the liability of the Depositary should not lead to a duplication of redress or to unequal treatment of Shareholders.

The Depositary Agreement provides that the appointment of the Depositary will continue unless and until terminated by the Company or the Depositary giving to the other parties not less than 90 days' written notice although in certain circumstances the Depositary Agreement may be terminated immediately by the Company or the Depositary provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by the Central Bank has been appointed and provided further that if within a period of 90 days' from the date on which the Depositary notifies the Company of its desire to retire or from the date on which the Company notifies the Depositary of its intention to remove the Depositary, no replacement Depositary shall have been appointed, the Company shall apply to the High Court for an order to wind up the Company or convene in an extraordinary general meeting of the Shareholders of the Company at which there shall be proposed an ordinary resolution to wind up the Company. The Depositary Agreement contains certain indemnities in favour of the Depositary (and each of its officers, employees and delegates) which are restricted to exclude matters arising by reason of the negligent or intentional failure of the Depositary in the performance of its duties.

Up-to-date information in relation to the identity of the Depositary, the Depositary's duties, conflicts of interest, safekeeping functions delegated by the Depositary, list of delegates and sub-delegates and any conflicts of interest that may arise from such delegation will be made available to Shareholders on request.

## **LOCAL PAYING AGENTS AND DISTRIBUTORS**

The Manager and/or the Investment Manager may appoint paying agents and distributors. Local regulations in certain EEA countries may require the appointment of paying agents and the maintenance of accounts by such agents through which subscription and redemption monies may be paid. Investors who choose, or are obliged under local regulations to pay subscription monies or receive redemption monies via an intermediary entity rather than directly to the Depositary bear a credit risk against that intermediate entity with respect to (a) subscription monies, prior to the transmission of such monies to the Depositary for the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant investor. Fees payable to any such paying agent or distributor shall be payable out of the assets of the Company at normal commercial rates.

## **FEES AND EXPENSES**

### **GENERAL FEES**

Details of the investment management, administration and custody fees applicable to the Funds are specified in the relevant Supplement.

Where the Manager or any of its 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 for a Fund, the rebated commission shall be paid to that Fund. Details of the arrangements including fees payable to the Manager (or its delegates) relating to such arrangements will be set out in the relevant Supplement.

### **ESTABLISHMENT AND OPERATING EXPENSES**

The establishment expenses for the Company did not exceed €50,000.00. The establishment expenses for each Fund will be set out in the relevant Fund Supplement. Establishment expenses not paid for by the Manager may be amortised over an initial five year period, unless otherwise provided for in the relevant Fund Supplement. The Manager reserves the right to write off the balance of unamortised formation expenses immediately in the event that they become material.

The Company will also pay certain other costs and expenses incurred in its operation, including without limitation, fees and expenses incurred in relation to banking and brokerage cost in respect of the sale of investments, withholding and any other taxes that may arise on Investments, clearing and registration fees and other expenses due to regulatory, supervisory or fiscal authorities in various jurisdictions including the Central Bank's industry levy, insurance, interest, brokerage costs, promotional and marketing expenses and all professional, legal and other fees and expenses in connection therewith and the cost of publication of the Net Asset Value of the Shares. Such charge will be at normal commercial rates and will be collected at the time of settlement. The Manager may, at its discretion, contribute directly towards operation of the Company and/or the marketing, distribution and/or sale of Shares and may from time to time at its sole discretion waive part of the investment management fee in respect of any particular payment period. The Manager will be entitled to be reimbursed by the Company in respect of any such expenses borne by it, save it shall not be entitled to be reimbursed the establishment expenses in respect of certain Funds as outlined above and in the relevant Supplement.

Under the Articles, the Directors are entitled to a fee in remuneration for their services to the Company at a rate to be determined from time to time by the Directors, but so that the aggregate amount of Directors' remuneration in any one year shall not exceed €50,000 (or such other higher limit as the Directors may from time to time determine and disclose in the Prospectus, with Shareholders being provided with a reasonable notification period to enable them to redeem their Shares prior to implementation of the change). The Directors and any alternate Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any other meetings in connection with the business of the Company.

### **OTHER FEES**

Other fees and expenses payable in respect of each Fund and/or Class are contained in the relevant Supplement.

## SUBSCRIPTIONS

The Directors are given authority to effect the issue of Shares of any Class and to create new Classes on such terms as they may from time to time determine and in accordance with the requirements of the Central Bank.

In calculating the Net Asset Value per Share the Directors may, on any Dealing Day where there are net subscriptions, adjust the Net Asset Value by adding an Anti-Dilution Levy as set out in the relevant Supplement for retention as part of the assets of the relevant Fund, to cover dealing costs and to preserve the value of the underlying assets of the Fund, further details of which will be set out in the relevant Supplement.

Details in respect of the minimum subscription amount for each Fund and/or Class are set out in the relevant Supplement for each Fund.

Details in respect of applications and subscriptions for shares in the Funds are also set out in the relevant Supplement for each Fund.

Any amendment to the details set out in the Application Form shall not be effected unless notified in writing, by an authorised signatory of the Shareholder, to the Administrator and such amendment will not be effected unless and until the Administrator is in receipt of the original document or electronic instruction.

**The Application Form contains a declaration of residence in a form required by the Revenue Commissioners. Failure to forward the original Application Form by post will result in the Company being treated by the Revenue Commissioners as not having received a valid Declaration. The consequences of this for the Shareholder are that the Company will be obliged to withhold tax (in relation to any gain made on the Shareholder's account) on any payments made to that Shareholder as if the Shareholder were an Irish resident non-Exempt Investor. Full details of the rates at which tax would be withheld are contained under the heading "Irish Resident Non-Exempt Investors". Investors are therefore advised to forward signed original Application Forms together with supporting documentation in relation to anti-money laundering prevention checks by post as soon as possible following submission of a faxed Application Form.**

The Company may issue fractional shares (rounded to four decimal places). If Shares are issued in return for Investments, the Manager is entitled to add a charge in respect of any fiscal duties and charges incurred in connection with any permitted exchange of Investments for Shares. All Shares will be issued in registered but uncertificated form. No share certificate will be issued. Unless otherwise set out in a Fund Supplement, written confirmation of ownership by way of contract note will normally be issued within 48 hours of the relevant Dealing Day. The contract note will provide full details of the transaction and a Shareholder number. The Shareholder number should be used for all future dealings with the Company and the Administrator. The uncertificated form enables the Company to deal with requests for redemption without undue delay. The number of Shares issued will be rounded to the nearest four decimal places and any surplus money will be credited to the Company.

Subscriptions for Shares must be made in the currency of the relevant Class or such other currency as the Director may determine.

The Administrator reserves the right to reject in whole or in part any application for Shares or to request further details or evidence of identity from an applicant for Shares. Where an application for Shares is rejected, the subscription monies shall be returned to the applicant without interest within ten (10) Business Days of the date of such rejection. Shareholders must provide such declarations as are reasonably required by the Company, including, without limitation, declarations as to matters of Irish and U.S. taxation. In this regard, Shareholders should take into account the considerations set out in the section entitled "Taxation".

The Company operates a single omnibus Subscriptions/Redemptions Account for all of the Funds, so that the amounts within the Subscriptions/Redemption Account are at all times capable of being attributed to the individual Funds in accordance with the Articles. Accordingly, monies in the

Subscription/Redemptions Account will become the property of the relevant Fund upon receipt and accordingly in the event of the insolvency of the Company or the relevant Fund investors will be treated as an unsecured creditor of the Company during the period between receipt of subscription monies and the Dealing Day on which such Shares are issued. Investors' attention is drawn to the risk factor under the heading "Subscriptions/Redemptions Account Risk". Furthermore, the operation of the Subscriptions/Redemptions account will not compromise the ability of the Depositary to carry out its safe-keeping and oversight duties in accordance with the Regulations. In addition, in circumstances where subscription monies are received with insufficient documentation to identify the owner, the Manager and the Depositary will ensure that in the event that such monies cannot be applied to the individual Funds they will be returned to the payer within 5 working days.

For initial subscriptions, the original Application Form must be completed and sent promptly with all relevant documentation, including anti-money laundering documentation, to the Administrator. Completed Application Forms may also be sent by facsimile with the originally signed documentation, together with any supporting documentation, to follow by post immediately thereafter. For subsequent subscriptions the Application Form may be posted or sent by facsimile or electronic means.

The Company may, at its discretion, from time to time make arrangements for the issue of Shares to any person by way of an in specie transfer upon such terms as the Directors may think fit but subject to and in accordance with the following provisions:-

1. Shares shall not be issued until the investments have been vested in the Depositary on behalf of the relevant Fund or its nominee or sub-custodian to the Depositary's satisfaction;
2. subject to the foregoing any such exchange shall be effected on terms that the number of Shares to be issued shall be the number which would have been issued for cash at the current price against payment of a sum equal to the value of the investments transferred less such sum as the Directors may consider represents an appropriate provision for any fiscal brokerage, registration or other expenses as aforesaid to be paid out of the assets of the relevant Fund in connection with the vesting of the investments;
3. the investments to be transferred to the Company for the account of the relevant Fund shall be valued on such basis as the Directors may decide so long as such value does not exceed the highest amount that would be obtained on the day of the exchange by applying the method of calculating the value of investments as set out under the heading "Determination and Publication and Temporary Suspension of Net Asset Value";
4. the nature of the investments to be transferred for the account of the relevant Fund would qualify as investments of such Fund in accordance with its investment objectives, policies and restrictions; and
5. the Depositary shall be satisfied that the terms of such exchange should not be such as are likely to result in any prejudice to the existing Shareholders.

Measures aimed towards the prevention of money laundering may require a detailed verification of the applicant's identity and, in certain circumstances, the identity of any beneficial owners. Depending on the circumstances of each application, a detailed verification might not be required where (i) the applicant is a regulated credit or financial institution or (ii) the application is made through a recognised intermediary. These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognised by Ireland as having equivalent anti-money laundering regulations.

The Company and Administrator may carry out electronic searches of publicly available or paid information with regard to anti-money laundering and client identification requirements and may retain records on file from such electronic searches.

Details of the anti-money laundering client identification verification requirements are set out in the Application Form. The Manager (and the Administrator acting on behalf of the Company) reserves the right to request such additional information as is necessary to verify the identity of an applicant and any beneficial owner. In the event of delay or failure by the applicant to produce any information



required for verification purposes, the Company (and the Administrator acting on behalf of the Company) may refuse to accept the application and all subscription monies or may delay the payment of redemption proceeds. By way of example an individual may be required to produce a copy of a passport or identification card duly certified by a notary public, together with evidence of his/her address such as a utility bill or bank statement and date of birth. In the case of corporate applicants this 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 addresses of all Directors.

Each applicant for Shares acknowledges that the Administrator, the Manager and the Company 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.

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 the consolidated list of persons, groups and entities subject to EU financial sanctions, 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 or EU sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene international and/or European Union laws and regulations, including anti-money laundering laws and regulations.

Shares will generally not be issued or transferred to any U.S. Person, except that the board of Directors may authorise the purchase by, or transfer of shares to, a Permitted U.S. Person provided that: (i) such purchase or transfer does not result in a violation of the 1933 Act or the securities laws of any of the States of the US; (ii) such purchase or transfer will not require the Company to register under the Investment Company Act; (iii) such purchase or transfer will not result in any adverse tax consequences to the Company or the Shareholders, and (iv) such issue or transfer will not cause any assets of the Company to be "plan assets" for the purposes of ERISA. Each applicant for Shares who is a U.S. 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.

Applications for Shares received during any period when the issue or valuation of Shares has been temporarily suspended in the circumstances described under the section entitled "Determination and Publication and Temporary Suspension of Net Asset Value", will not be dealt with until dealings have recommenced. Such applications will be dealt with on the next Dealing Day after dealings have recommenced, unless such application has been withdrawn during the period of suspension of dealings.

The Manager reserves the right to reject an application in whole or in part for Shares for any reason. Where an application for Shares is rejected, the subscription monies shall be returned to the applicant without interest within ten (10) Business Days of the date of such rejection.

In the event of a delay in the settlement of subscription proceeds, the Company may temporarily borrow an amount up to the value of the delayed subscription on or after the relevant settlement date. Any such borrowing will be subject to the restrictions on borrowing set out under the heading "Borrowing Policy". Once the required subscription monies have been received, the Company will use this to repay the borrowings. The Company reserves the right to charge the relevant Shareholder for any interest or other costs incurred by the Company as a result of any borrowing arising from such delay or failure to settle subscription monies on time. If the Shareholder fails to reimburse the Company for those charges, the Company will have the right to sell all or part of the investor's holdings of Shares in the relevant Fund in order to meet those charges and/or to pursue that Shareholder for such charges.

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 expected to be, received and are held in an Umbrella Cash Account, any such investor shall rank as a general creditor of the 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.

### **Foreign Exchange Arrangements**

Where provided for in the Supplement, a Fund may enter into forward foreign exchange contracts in the context of its investment activity and/or for efficient portfolio management purposes and this may give rise to variation margin requirements under EMIR. However, it should be noted that the EMIR variation margin rules will not apply to foreign exchange contracts characterised as spot trades in accordance with Commission Delegated Regulation (EU) 2017/565. This includes foreign exchange contracts with up to T+5 settlement terms where the main purpose of the contract is in connection with the sale or purchase of investments by a Fund and this corresponds with the standard settlement period for such investments.

### **DATA PROTECTION**

Prospective investors should note that, by virtue of making an investment in the Company and the associated interactions with the Company and its affiliates and delegates (including completing the Application Form, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Company with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), such individuals will be providing the Company and its affiliates and delegates with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

Where personal data is provided to the Company as a consequence of an investment in a Fund, the Company and the Manager will act as data controllers for the purposes of the Data Protection Legislation and the delegates of the Manager, such as the Administrator and the Investment Manager, as data processors. There may also be circumstances where a delegate of the Manager may act as a data controller in its own right.

### **Purposes of Processing and Legal basis for processing**

Personal data may be processed on behalf of the Company and the Manager and its delegates for the following purposes:

- to facilitate the opening of an account with the Company, the management and administration of a holding of Shares in a Fund and any related transactions and activities on an ongoing basis which are necessary for the administration of an investment in a Fund, including the processing of redemptions, conversions, transfers and additional subscription requests, the payment of distributions and the calculation of fees;
- as part of the monitoring and recording of calls and electronic communications for (i) the processing and verification of instructions from Shareholders and their agents, (ii) the verification of Shareholder identity and prevention of fraud against Shareholders, (iii) for the prevention, detection, investigation and prosecution of other crimes against the Company and its Shareholders, (iv) to enable the Company and its delegates to enforce or defend the legal rights of the Company and its Shareholders, (v) to comply with any other legal obligation imposed on the Company or its delegates with regard to the recording of voice or electronic communication, and (vi) to pursue the Company's legitimate interests in relation to such matters;
- in order to carry out anti-money laundering checks and related actions which the Company or the Manager considers are required to meet any legal obligations imposed on the Company and the Manager and to pursue the legitimate interests of the Company and the interests of the public in relation to the prevention of fraud, money laundering, terrorist financing, bribery, corruption and tax

evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanctions;

- to facilitate the reporting of tax-related information and returns to tax authorities in Ireland or the home domicile of an investor where required to comply with a legal obligation applicable to the Company, and to the authorities in countries where a Fund seeks to invest where such reporting is required to open or maintain an investment account or otherwise ensure a Fund is not subject to withholding tax or other deductions in the absence of such disclosure;
- the compilation and reporting of statistical data which the Company or the Manager is under a legal obligation to provide in Ireland or any other country in which the Company or a Fund is registered for marketing purposes or in which a Fund has invested;
- for disclosure of information relating to the Company, a Fund or its Shareholders to other third parties, such as investment counterparties and market intermediaries, the providers of audit and tax services, systems, software and technology and regulatory authorities, in order to pursue the legitimate interests of the Company and its delegates in maintaining and improving the efficiency and effectiveness of the Company's activities and ensuring that the Company, each Fund and the delegates of the Company remain in compliance with any regulatory requirements to which it is subject;
- to monitor and record calls for quality, business analysis, training and related purposes in order to pursue the legitimate interests of the Fund in having its delegates monitor and improve the delivery of their services to the Fund and its shareholders;
- where requested by a Shareholder, to make available copies of material relating to the Shareholder and which is used for verification of identity and other anti-moneylaundering purposes to the delegates of the Manager to facilitate anti-moneylaundering screening in connection with other investments the Shareholder wishes to make.

### **Recipients of Data and International Transfer of Data**

The Company and the Manager may disclose personal data:

- to its service providers, including the Administrator, the Distributor, the Investment Manager, their respective affiliates and other third party service providers engaged by the Company or the Manager in order to process the data for the above-mentioned purposes;
- to competent authorities (including tax authorities), courts and bodies as required by law or requested or to affiliates for internal investigations and reporting; and

The disclosure of personal data to the third parties set out above may involve the transfer of data to the USA and other jurisdictions outside the European Economic Area (EEA) in accordance with the requirements of the General Data Protection Regulation. Such countries may not have the same data protection laws as apply in the EEA. The Company and the Manager has authorised the Administrator (and may authorise other delegates) to transfer personal data to other countries for the purposes above where standard contractual clauses or other safeguards permitted under Data Protection Legislation have been put in place with relevant parties to whom personal data will be transferred.

### **Retention period**

The Company and the Manager will retain personal data for as long as required for the Company and the Manager for the purposes set out above, and to comply with any legal obligations to retain Shareholder information for a period of time after a Shareholder has ceased to hold Shares in any Fund.

### **Data Subject Rights**

Where the Company or the Manager holds personal data, the owner of the data has the following rights, in certain circumstances, in relation to personal data:

- Right to access any personal data held by the Company or the Manager.
- Right to have any inaccurate personal data rectified.
- Right to restrict the use of personal data.
- Right to request that personal data is erased.
- Right to object to the processing of personal data.
- Right to obtain a copy of any personal data held or request its transfer to another data controller (data portability).

Shareholders should note that where the Company or the Manager requires information, which includes personal data, to process an investment in Shares or to comply with anti-money laundering or other legal requirements, failure to provide this information means the Company and the Manager will not be able to accept the investment or may have to restrict the ability of a Shareholder to redeem the Shares held, to receive any dividends declared in relation to the Shares or otherwise deal with the Shares as desired.

Shareholders also have the right to lodge a complaint with the supervisory authority in the EU Member State of their habitual residence or place of work or in the place of the alleged infringement if they consider that the processing of personal data relating to them carried out by or on behalf of the Company or the Manager infringes Data Protection Legislation.

### **Personal Data Requests**

Shareholders who have any questions about the use of personal data may contact the Manager by email to [richard.aslett@sanlam.ie](mailto:richard.aslett@sanlam.ie).

## **INVESTMENT RISKS**

### **General**

The investments of a Fund are subject to normal market fluctuations and other risks inherent in investing in securities or other instruments and there can be no assurance that any appreciation in value of investments will occur. In particular the value of investments may be affected by uncertainties such as international, political and economic developments or changes in government policies.

The value of investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in a Fund. An investment should only be made by those persons who are able to sustain a loss on their investment.

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

### **Limited Liability of Funds**

The Company is a collective investment scheme incorporated as an investment company with variable capital in Ireland, established as an umbrella fund with segregated liability between funds. As a result third parties may not look to the assets of the Company in respect of liabilities owed by a Fund to them and must instead look to the Fund in which such debt arose.

### **Credit Risks**

Although the Funds may invest in high credit quality instruments, there can be no assurance that the securities or other instruments in which those Funds invest will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or other instruments. The Funds will also be exposed to a credit risk in relation to the counterparties with whom they trade and may also bear the risk of settlement default.

### **Suspension of Valuation**

The ability to subscribe for, redeem or convert Shares may be affected by a temporary suspension of the determination of Net Asset Value which may take place upon the occurrence of certain events.

### **Suspension of Trading**

Securities exchanges typically have the right to suspend or limit trading in any instrument traded on the exchanges. A suspension could render it impossible for the Investment Manager to liquidate positions and thereby expose the Fund to losses.

### **Subscriptions/Redemptions Account Risk**

Any failure to supply the Company or the Administrator with any documentation requested by them for anti-money laundering purposes, as described above, may result in a delay in the settlement of redemption proceeds or dividend payments. In such circumstances, the Administrator will process any redemption request received by a Shareholder and by doing so that investor is no longer considered a Shareholder. Accordingly, Shareholders should note that any redemption proceeds and any sums payable by way of dividend being paid out by a Fund and held for any time in the Subscriptions/Redemptions Account shall remain an asset of the relevant Fund. In the event of the insolvency of the Company or the relevant Fund, the Shareholder will rank as an unsecured creditor of the Company until such time as the Administrator is satisfied that its anti-money-laundering procedures have been fully complied with, following which redemption proceeds will be released or the dividend paid (as applicable) to the relevant Shareholder. Accordingly, Shareholders are advised to promptly provide the Company or Administrator (as appropriate) with all documentation requested to reduce the risk in this scenario.

As detailed under the heading "Subscriptions" above, the Administrator also operates the Subscriptions/Redemptions Account with respect to receipt of subscription monies. In this scenario, the investor is subject to the risk of becoming an unsecured creditor in the event of the insolvency of the Company or the relevant Fund during the period between receipt of subscription monies and the Dealing Day on which the Shares are issued.

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

Shareholders in solvent Funds should not be impacted by the insolvency of a sister Fund as the Company is established with segregated liability. However, there can be no categorical assurance that, should an action be brought against the Company in the courts of another jurisdiction, that the segregated nature of the Funds will necessarily be upheld. Shareholders attention is drawn to the risk factor under the heading "Umbrella Structure of the Company".

### **Investing in Emerging Markets**

Where a Fund invests in emerging markets, such investments require consideration of certain risks typically not associated with investing in securities in more developed markets.

Numerous emerging market countries have recently experienced serious and potentially continuing, economic and political problems. Stock markets in many emerging countries are relatively small and risky. Investors are often limited in their investment and divestment activities. Additional restrictions may be imposed under emergency conditions. Emerging market securities may decline or fluctuate because of economic and political actions of emerging market governments and less regulated or liquid securities markets. Investors holding the securities are also exposed to emerging market currency risk (the possibility that that emerging market currency will fluctuate against the Base Currency of a Fund). The legal infrastructure and accounting, auditing and reporting standards in emerging market countries in which a Fund may invest may not provide the same degree of information to investors as would generally apply internationally. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from international accounting standards.

The legal and regulatory environment is sometimes uncertain and the standards of corporate governance, accounting, auditing and reporting standards may not provide the same degree of investor information and protection as would apply in more developed markets. Furthermore, corporate governance, investor protection, settlement, clearing, registration and custody procedures may be underdeveloped which increases the risk of error, fraud or default.

Investors' attention is also drawn to the risks referred to as "**Liquidity and Settlement Risks**", "**Political Risks**" and "**Custodial / Depository Risks**" in the sections set out below.

### **Liquidity and Settlement Risks**

The Funds will be exposed to a credit risk on parties with whom they trade and may also bear the risk of settlement default. Some of the markets in which the Funds will invest may be less liquid, less developed and more volatile than the world's leading stock markets and this may result in fluctuations in the price of the Shares. In addition, market practices in relation to the settlement of securities transactions and the custody of assets could provide increased risks to a Fund and may involve delays in obtaining accurate information on the value of securities (which may as a result affect the calculation of the Net Asset Value).

As the Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the scheme which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary,

may be exposed to risk in circumstances whereby the Depositary will have no liability. Any proposed investment in these markets will be disclosed in the relevant Supplement. Shareholders should also note that settlement mechanisms in emerging and less developed markets are generally less developed and reliable than those in more developed countries and that this therefore increases the risk of settlement default, which could result in substantial losses for the Fund and the relevant Fund in respect to investments in emerging markets.

### **Political Risks**

The performance of a Fund may be affected by changes in economic and market conditions, uncertainties such as political developments, military conflict and civil unrest, changes in government policies, the imposition of restrictions on the transfer of capital and in legal, regulatory and tax requirements.

### **Custodial / Depositary Risks**

All banks, custodians, depositaries, brokers and dealers with which a Fund will be doing business, may encounter financial difficulties that impair the operational capabilities or capital position of the Fund. Although the Investment Manager intends to confine each Fund's investments transactions to transferable securities listed on Recognised Markets, or other investments permitted by the investment restrictions set out in the section entitled "INVESTMENT RESTRICTIONS" above, the Investment Manager will generally have sole discretion to select the financial institutions through which their investment transactions are executed for the underlying investments.

The Depositary and its delegates, if any, will have custody of a Fund's securities, cash, distributions and rights accruing to the Funds' securities accounts. If the Depositary or a delegate holds cash on behalf of a Fund, the Fund may be an unsecured creditor in the event of the insolvency of the Depositary or delegates. Although this is generally done to reduce or diversify risk, there can be no assurance that holding securities through the Depositary or its delegates will eliminate custodial risk.

The Funds will be subject to credit risk with respect to the Depositary and the delegates, if any.

In addition, certain of a Fund's assets may be held by entities other than the Depositary and its delegates. For example, a Fund may provide certain of its assets as collateral to counterparties or brokers in connection with derivatives contracts. If a Fund has over-collateralised derivative contracts, it is likely to be an unsecured creditor of any such counterparty or broker in the event of its insolvency.

The Funds may invest in markets where custodial and/or settlement systems are not fully developed including Emerging Market Countries (as defined below). The assets of a Fund which are traded in such markets and which have been entrusted to sub-custodians in circumstances where the use of sub-custodians is necessary may be exposed to risk. "Emerging Market Country" means any market not included in the following group of industrialised countries: Australia, Austria, Belgium, Bermuda, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom and the United States.

In particular, investors should be aware that there is a heightened depositary risk for Funds which may invest in certain countries (including Emerging Marketing Countries) outside of the EU (each a "**third country**") where the laws of the third country require that the financial instruments are held in custody by a local entity and no local entities satisfy the delegation requirements in the Regulations. Accordingly such entities may not be subject to effective prudential regulation and supervision in the third country or subject to external audit to ensure that the financial instruments are in its possession. In such circumstances, the Depositary may delegate its custody duties under the Depositary Agreement to such a local entity only to the extent required by the law of the third country and only for as long as there are no local entities that satisfy the delegation requirements in the Regulations, and only where: (i) Shareholders of the relevant Fund are duly informed, prior to their investment, of the fact that such a delegation is required due to legal constraints in the law of the third country, of the circumstances justifying the delegation and of the risks involved in such a delegation; and (ii) the

Manager or the Company, has instructed the Depositary to delegate the custody of such financial instruments to such a local entity.

### **Cybersecurity Risk**

Cybersecurity breaches may occur allowing an unauthorised party to gain access to assets of the Funds, Shareholder data, or proprietary information, or may cause the Company, the Manager, the Investment Manager, the Administrator or the Depositary to suffer data corruption or lose operational functionality.

A Fund may be affected by intentional cybersecurity breaches which include unauthorised access to systems, networks, or devices (such as through “hacking” activity); infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. In addition, unintentional incidents can occur, such as the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws). A cybersecurity breach could result in the loss or theft of Shareholder data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause the Company, the Manager, the Investment Manager, the Administrator, the Depositary, or other service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss. Consequently, Shareholders may lose some or all of their invested capital. In addition, such incidents could affect issuers in which a Fund invests, and thereby cause a Fund’s investments to lose value, as a result of which investors, including the relevant Fund and its Shareholders, could potentially lose all or a portion of their investment with that issuer.

### **Foreign Exchange Risk**

Where a Fund engages in foreign exchange transactions which alter the currency exposure characteristics of its investments the performance of such Fund may be strongly influenced by movements in exchange rates as currency positions held by the Fund may not correspond with the securities positions held.

The Net Asset Value per Share of a Fund will be computed in its Base Currency whereas the investments held for the account of a Fund may be acquired in other currencies. A Fund’s Net Asset Value may change significantly when the currencies other than the Base Currency in which some of the Fund’s investments are denominated strengthen or weaken against the Base Currency. Currency exchange rates generally are determined by supply and demand in the foreign exchange markets and the perceived relative merits of investments in different countries. Currency exchange rates can also be affected unpredictably by intervention by Government or central banks or by currency controls or political developments.

In addition, currency hedging transactions, while potentially reducing the currency risks to which the Fund would otherwise be exposed, involve certain other risks, including the risk of a default by a counterparty, as described above. In addition, where a Fund enters into “cross-hedging” transactions (e.g., utilising a currency different from the currency in which the security being hedged is denominated), the Fund will be exposed to the risk that changes in the value of the currency used to hedge will not correlate with changes in the value of the currency in which the securities are denominated, which could result in loss on both the hedging transaction and the Fund securities.

Forward currency contracts involve the possibility that the market for them may be limited with respect to certain currencies and, upon a contract’s maturity, possible inability to negotiate with the dealer to enter into an offsetting transaction. There is no assurance that an active forward currency contract market will always exist. These factors restrict the ability to hedge against the risk of devaluation of currencies in which a substantial quantity of securities are being held for a Fund and are unrelated to the qualitative rating that may be assigned to any particular security. A description of the Financial Derivative Instruments used to manage this risk is contained in Appendix III.

While it is the intention to hedge currency risk at a Share class level, where subscription monies and redemption monies are paid in a currency other than the Base Currency of the Fund, investors should



be aware that there is an exchange rate risk if such other currencies depreciate against the Base Currency and consequently they may not realise the full amount of their investment in the Fund.

### **Share Currency Designation Risk**

A Class may be designated in a currency other than the Base Currency of that Fund. Changes in the exchange rate between the Base Currency and such designated currency may lead to a depreciation of the value of such Shares as expressed in the designated currency. Unless otherwise set out in the relevant Fund Supplement, the Investment Manager will try to mitigate this risk by using any of the efficient portfolio management techniques and instruments, including forward currency contracts, set out in this Prospectus and within the conditions and limits imposed by the Central Bank. A description of the Financial Derivative Instruments used to manage this risk is contained in Appendix III. A Class may not be leveraged as a result of the use of such techniques and instruments, the value of which may be up to but may not exceed 105% of the Net Asset Value attributable to the relevant Class.

While it is not the intention of the Company to have over or under hedged positions, this may arise due to circumstances outside the Company's control. Hedged positions will be kept under review to ensure that over-hedged positions do not exceed 105% of the Net Asset Value attributable to the relevant Class and that under-hedged positions do not fall short of 95% of the portion of the Net Asset Value of relevant Class which is to be hedged.

The Investment Manager will review under-hedged positions of less than 100% of the portion of the Net Asset Value of the relevant Class which is to be hedged and incorporate a procedure to ensure that positions materially less than 100% of the portion of the Net Asset Value of the relevant Class which is to be hedged will not be carried forward from month to month. The Investment Manager will also review hedged positions in excess of 100% of the Net Asset Value of the relevant hedged Class and incorporate a procedure to ensure that positions materially in excess of 100% of the Net Asset Value of the Class will not be carried forward from month to month.

Investors should 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 Company are denominated. In such circumstances, Shareholders of the Class may be exposed to fluctuations in the Net Asset Value per Share reflecting the gain/loss on and the costs of the relevant financial instruments.

Although hedging strategies may not necessarily be used in relation to each Class within a Fund, the financial instruments used to implement such strategies shall be assets/liabilities of the Fund as a whole. However, all gains/losses on and the costs of the relevant financial instruments at a portfolio level will be allocated on a pro rata basis to the classes. All gains/losses on and the costs of the relevant financial instruments relating to class specific hedging will accrue solely to the relevant Class. Transactions will be clearly attributable to a specific Share Class (therefore currency exposure of different currency Classes may not be combined or offset) and currency exposures of the assets of a Fund may not be allocated to separate Share Classes. To the extent that hedging is successful, the performance of the Class is likely to move in line with the performance of the underlying assets and that investors in a hedged class will not benefit if the class currency falls against the Base Currency and/or the currency in which the assets of the Fund are denominated. Where no hedging strategy is used to hedge currency risk a currency conversion will take place on subscription, redemption, switching and distributions at prevailing exchange rates.

### **General Fixed Income Security Considerations**

A Fund may invest in bonds and other fixed income securities. Debt securities are subject to the risk of the issuer's inability to meet principal and interest payments on its obligations (i.e., credit risk) and are subject to the risk of price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness or financial condition of the issuer, and general market liquidity (i.e., market risk).

A Fund may invest in fixed income securities which are unrated by a recognised credit-rating agency or rated below investment grade and which are subject to greater risk of loss of principal and/or interest than higher-rated debt securities. A Fund may invest in debt securities which rank junior to

other outstanding securities and obligations of a particular issuer, all or a significant portion of which may be secured on substantially all of that issuer's assets. A Fund may invest in debt securities which are not protected by financial covenants or limitations on additional indebtedness. A Fund may therefore be subject to increased credit, liquidity and interest rate risks. In addition, evaluating credit risk for rated debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, making it difficult to accurately calculate discounting spreads for valuing financial instruments.

### **Distressed and High-Yield Securities**

Investments in the securities of financially troubled companies may involve substantial financial and business risks, which are often heightened by an inability to obtain reliable information about the companies and their true financial condition. Investments in companies that are or become involved in bankruptcy or reorganisation proceedings also may be adversely affected by the laws of one or more jurisdictions in relation to, among other things, "fraudulent conveyances" and other voidable transfers or payments, lender liability and the bankruptcy court's power to disallow, reduce, subordinate or disenfranchise particular claims. There is always the risk (both in and out of bankruptcy) that a reorganisation will be unsuccessful (due to, for example, failure to obtain requisite approvals), or significantly delayed (for example, until various liabilities, actual or contingent, have been satisfied or negotiated) or will result in a distribution of cash or new securities the value of which is less than the purchase price to the Fund of the securities in respect of which such distribution was made. In addition, the markets for distressed and high yield securities are subject to abrupt and erratic price movements and excessive price volatility and are frequently illiquid. Distressed securities investing requires active monitoring and may at times, require participation in bankruptcy or reorganisation proceedings by the Investment Manager on behalf of the Fund. In such event, the Fund may have more active participation in the affairs of the issuer than that generally assumed by a passive investor.

Reorganisations may be contentious and adversarial. It is by no means unusual for participants to use the threat of, as well as actual, litigation as a negotiating technique. The Investment Manager, the Manager and/or the Company in respect of a Fund may be participants in civil proceedings related to distressed investments. The costs of any such proceedings, including settlements, judgments and indemnification obligations will be deemed investment expenses and will be borne directly or indirectly by that Fund.

Reorganization of companies may not be successful, nor improve their operating performance. Liquidations may yield significantly lower proceeds than originally expected. A Fund may lose its entire investment in such companies or may be required to accept cash or securities with a value less than the Fund's original investment, and/or may be required to accept payment over an extended period of time.

### **Unsecured and Subordinated Investments**

Distressed securities purchased by a Fund may be subject to certain additional risks to the extent that such securities may be unsecured and subordinated to substantial amounts of senior indebtedness, all or a significant portion of which may be secured. Moreover, such securities may not be protected by financial covenants or limitations upon additional indebtedness.

### **Stock Market Risk**

A Fund's Net Asset Value will move up and down in reaction to stock market movements. Stock prices change daily in response to company activity and general economic and market conditions. A Fund's investments in common stocks and other equity securities are subject to stock market risk, which is the risk that the value of equity securities may decline. Also, equity securities are subject to the risk that a particular issuer's securities may decline in value, even during periods when equity securities in general are rising. Additional stock market risks may be introduced when a particular equity security is traded on a foreign market. For more detail on the related risks involved in foreign markets, see "Foreign Exposure Risks" below.

### **Foreign Exposure Risk**

Investing in foreign securities, including depository receipts, or securities of entities with significant foreign operations, involves additional risks which can affect a Fund's performance. Foreign markets, particularly emerging markets, may be less liquid, more volatile and subject to less government supervision than an investor's home market. There may be difficulties enforcing contractual obligations, and it may take more time for transactions to clear and settle. Less information may be available about foreign entities. The costs of buying and selling foreign securities, including tax, brokerage and custody costs, may be higher than those involving domestic transactions. The specific risks of investing in foreign securities include:

*Currency Risk:* The values of foreign investments may be affected by changes in currency rates or exchange control regulations. If the local currency gains strength against the domestic currency, the value of the foreign security increases in domestic currency terms. Conversely, if the local currency weakens against the domestic currency, the value of the foreign security declines in domestic security terms. Unless set out in the relevant Fund Supplement, the Investment Manager does not intend to hedge the resulting currency exposures back into the Base Currency, although it may do so at its discretion.

*Regulatory Risk:* Foreign companies often are not subject to uniform accounting, auditing and financial reporting standards or to other regulatory practices and requirements.

### **Foreign Exchange Exposure Risk**

Where a Fund engages in foreign exchange transactions which alter the currency exposure characteristics of its investments the performance of such Fund may be strongly influenced by movements in exchange rates as currency positions held by the Fund may not correspond with the securities positions held.

### **Limitations on Redemptions**

There is no secondary market for Shares and no market is expected to develop. An investment in a Fund should be considered only by persons financially able to maintain their investment and who can afford a loss of all or a substantial part of such investment. Shareholders may only redeem Shares as described in this Prospectus. Redemption rights may be deferred or suspended under certain circumstances. Redemptions may also be satisfied, in whole or in part, by distributing securities *in specie*, including by way of distribution of interests in a special purpose vehicle formed to hold illiquid assets of the Company.

### **Concentration Risk**

A Fund's investments will be concentrated in a particular country or region, in a select group of issuers, or both. When a Fund's investments are concentrated in a particular country or region, the Fund's performance may be closely tied to economic and political conditions within that country or region. A Fund that concentrates its investments in a select group of issuers can be more volatile than the market as a whole because changes in the financial condition of an issuer or changes in economic or political conditions that affect a particular type of security or issuer can affect the value of an issuer's securities. For these reasons, a concentrated Fund's performance may be more volatile than the performance of more diversified Funds.

### **Borrowings**

Under the Regulations, a Fund may borrow up to 10% of its assets provided this borrowing is on a temporary basis. A Fund may not borrow money, grant loans or act as guarantor on behalf of third parties. Such borrowings may increase the risks attached to an investment in Shares in a Fund.

### **Interest Rate Risk**

Bond prices rise when interest rates decline and decline when interest rates rise. The longer the duration of a bond, the more a change in interest rates affects the bond's price. Short-term and long-term interest rates may not move the same amount and may not move in the same direction. This may result in the amount realised on the sale of Shares being less than the original amount invested.

## **Derivative Securities Risk**

In relation to investment in financial derivative instruments, the use of these instruments involves special risks including (i) dependence on the ability to predict movements in the prices of securities underlying the financial derivative instruments and movements in interest or currency rates; (ii) imperfect correlation between the financial derivative instruments and the securities or market sectors to which they relate; (iii) greater volatility than the securities and/or markets to which they relate; (iv) liquidity risk when, for example, a particular derivative instrument is difficult to purchase or sell; (v) market risk, where the market value of the financial derivative instrument changes in a way that is detrimental to the Fund; (vi) potential conflicts of interest (vii) counterparty risk, where the counterparty with which the Fund trades becomes insolvent, bankrupt or defaults; (viii) settlement risk, where a counterparty defaults in settling a trade; and (ix) legal risk, where the enforceability of a financial derivative instrument contract may be an issue.

## **Efficient Portfolio Management Risk**

The Company on behalf of a Fund may enter into trading arrangements in relation to the Investments for efficient portfolio management purposes with counterparties and agents that are related parties to the Depository or the Company's other service providers. Such engagement may on occasion cause a conflict of interest with the role of the Depository or other service provider in respect of the Company. Please refer to the section entitled "*Conflicts of Interest*" herein for further details on how these conflicts are handled.

## **Performance Fee Risk**

Where performance fees are payable by a Fund, these will be based on net realised and net unrealised gains and losses as at the end of each calculation period. As a result, performance fees may be paid on unrealised gains which may subsequently never be realised.

## **Other Risks**

The Company will be responsible for paying its fees and expenses regardless of the level of its profitability. In view of the fact that an initial charge may be payable on a subscription by an investor any investment in a Fund should be regarded as a medium to long term investment.

## **Third Party Service Providers**

The Company does not have any employees and the Directors have been appointed on a non-executive basis. The Company is therefore reliant upon the performance of third party service providers for their executive functions. In particular, the Manager, the Investment Manager, the Administrator and the Depository will be performing services which are integral to the operation of the Company. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment could have a materially detrimental impact upon the operations of the Company.

## **Possible Indemnification Obligations**

The Company has agreed, or may agree, to indemnify the Directors, the Manager, the Investment Manager, the Administrator, the Depository and banks, brokers, dealers, counterparties and others, under various agreements entered into with such persons, against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationships with the Company.

## **Changes to Share Value**

It should be appreciated that the value of Shares and the income from them may fall as well as rise, and that investors may not get back the amount they have invested. Changes in exchange rates may cause the value of Shares to go up or down. Details of certain investment risks for an investor are set out above.

## **Legal and Tax Requirements**

Persons interested in purchasing Shares should inform themselves as to (a) the legal requirements within their own countries for the purchase of Shares, (b) any foreign exchange restrictions which may be applicable, and (c) the income and other tax consequences of purchase, conversion and redemption of Shares.

The difference, at any one time, between the sale and repurchase price of the Shares means that any investment in the Company should be viewed in the medium to long term. Initial applications will be processed upon receipt by the Administrator of both the Application Form and cleared funds. Subsequent purchases will be processed upon receipt of trade instructions and cleared funds.

Specific risk warnings in relation to particular Funds are contained in the relevant Supplement.

The Company will, on request, provide supplementary information to Shareholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent developments in the yield and risk characteristics of the main categories of investments of the Funds.

## **Umbrella Structure of the Company**

Pursuant to Irish law, the Company should not be liable as a whole to third parties and there should not be the potential for cross contamination of liabilities between different funds. However, there can be no categorical assurance that, should an action be brought against the Company in the courts of another jurisdiction, that the segregated nature of the Funds will necessarily be upheld.

## **Reinvestment of Cash Collateral Risk**

As a Fund may reinvest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank, that Fund will be exposed to the risk associated with such investments, such failure or default of the issuer of the relevant security.

## **Counterparty Risk**

The Company on behalf of a Fund may enter into transactions in over-the-counter markets, which will expose the Fund to the credit of its counterparties and their ability to satisfy the terms of such contracts. The Company on behalf of the Fund may enter into future contracts which may expose the Fund to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the derivatives are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to cover any losses incurred.

## **MiFID II Regulatory Risk**

MiFID II will be in force from 3 January 2018 and will impose new regulatory obligations and costs on the Investment Manager and its delegates. This may have a negative impact on the Company and the Funds. In addition, the increased regulation of the investment industry brought by MiFID II, including increased transparency requirements, may have as yet unforeseen impacts.

## **Sustainable Investment Risks**

Certain Funds may be established with either (i) investment policies that seek to promote environmental and social characteristics; or (ii) a Sustainable Investment objective. In managing those Funds, the Investment Manager may forgo opportunities for a Fund to gain exposure to certain companies, industries, sectors or countries and it may choose to sell a security when it might otherwise be disadvantageous to do so. Such Funds may focus on investments in

companies that relate to certain sustainable development themes and demonstrate adherence to environmental, social and corporate governance ("**ESG**") practices. Accordingly, the universe of investments of such Funds may be smaller than that of other funds and therefore the relevant Funds may underperform the market as a whole if such investments underperform the market. The relevant policy applicable to a Fund will be indicated in its Supplement.

### **Automatic Exchange of Information**

#### Foreign Account Tax Compliance Act ("**FATCA**")

The United States and Ireland have entered into an intergovernmental agreement to implement FATCA (the "**IGA**"). Under the IGA, an entity classified as a Foreign Financial Institution (an "**FFI**") that is treated as resident in Ireland is expected to provide the Revenue Commissioners with certain information in respect of its "account" holders (i.e. Shareholders). The IGA further provides for the automatic reporting and exchange of information between the Revenue Commissioners and the IRS in relation to accounts held in Irish FFIs by U.S. persons, and the reciprocal exchange of information regarding U.S. financial accounts held by Irish residents. Provided the Fund complies with the requirements of the IGA and the Irish legislation, it should not be subject to FATCA withholding on any payments it receives and should not be required to impose FATCA withholding on payments which it makes.

Although the Company will attempt to satisfy any obligations imposed on it to avoid the imposition of the FATCA withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. In order to satisfy its FATCA obligations, the Company will require certain information from investors in respect of their FATCA status. If the Company becomes subject to a withholding tax as a result of the FATCA regime, the value of the Shares held by all Shareholders may be materially affected.

All prospective investors / shareholders should consult with their own tax advisors regarding the possible FATCA implications of an investment in the Company.

#### Common Reporting Standard ("**CRS**")

Ireland has provided for the implementation of CRS through section 891F of the TCA and the enactment of the Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the "**CRS Regulations**").

The CRS, which has applied in Ireland since 1 January 2016, is a global OECD tax information exchange initiative which is aimed at encouraging a coordinated approach to disclosure of income earned by individuals and organisations.

The Company is a Reporting Financial Institution for CRS purposes and will be required to comply with the Irish CRS obligations. In order to satisfy its CRS obligations, the Company will require its investors to provide certain information in respect of their tax residence and may, in some cases, require information in relation to the tax residence of the beneficial owners of the investor. The Company, or a person appointed by the Company, will report the information required to the Revenue Commissioners by 30 June in the year following the year of assessment for which a return is due. The Revenue Commissioners will share the appropriate information with the relevant tax authorities in participating jurisdictions.

All prospective investors / shareholders should consult with their own tax advisors regarding the possible CRS implications of an investment in the Company.

## **DIVIDEND DISTRIBUTION POLICY**

The Articles empower the Manager to declare semi-annual and/or annual dividends in respect of any Shares out of net income (including dividend and interest income) and the excess of realised and unrealised capital gains over realised and unrealised losses in respect of investments of the Company.

Any dividend unclaimed after a period of 6 years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund.

The distribution policy for each Fund will be determined by the Directors from time to time and shall be specified in the relevant Supplement to the Prospectus.

## EFFICIENT PORTFOLIO MANAGEMENT

In accordance with Article 51(2) of the UCITS Directive, the Company may employ investment techniques and FDI for efficient portfolio management of the assets of any Fund including hedging against market movements, currency exchange or interest rate risks under the conditions and within the limits stipulated by the Central Bank under the Regulations and Central Bank UCITS Regulations and described below. Please see Appendix III for more information. A Fund will only utilise those FDIs as set out in the relevant Fund Supplement and as listed in the RMP and that have been cleared by the Central Bank. Each Fund's leverage through the use of derivative instruments, i.e. the global exposure of a Fund, including but not limited to, its exposure from the use of any derivative instruments, must not exceed the total Net Asset Value of the Fund.

Efficient portfolio management means investment decisions involving transactions that are entered into for one or more of the specific aims:

- (a) they are economically appropriate in that they are realised in a cost-effective way;
- (b) they are entered into for one or more of the following specific aims:
  - (i) reduction of risk;
  - (ii) reduction of cost;
  - (iii) generation of additional capital or income for the UCITS with a level of risk which is consistent with the risk profile of the UCITS and the risk diversification rules set out in the Central Bank UCITS Regulations;
- (c) their risks are adequately captured by the Risk Management Process of the UCITS, and
- (d) they cannot result in a change to the UCITS declared investment objective or add substantial supplementary risks in comparison to the general risk policy as described in its sales documents.

Direct and indirect operational costs/fees arising from efficient portfolio management techniques may be deducted from the revenue delivered to the Fund, but only direct and indirect operational costs/fees charged by third parties unrelated to the Manager, the Investment Manager will be deducted from any such revenues. Any such direct and indirect operational costs/fees charged by third parties do not include hidden revenue for the Manager, the Investment Manager or parties related to such persons, although fees may be payable to counterparties and/or the Investment Manager and/or the Depositary and/or entities related to them in relation to such techniques. The Fund will disclose in the financial statements the identity of the entity(ies) to which the direct and indirect costs and fees are paid and indicate if these are related parties to the Manager, the Investment Manager or the Depositary. The Manager shall ensure that all the revenues arising from efficient portfolio management techniques and instruments, net of direct and indirect costs, are returned to the Fund.

The policy that will be applied to collateral arising from OTC derivative transactions or efficient portfolio management techniques relating to any Fund is to adhere to the Central Bank requirements set out under the heading "Use of Repurchase/Reverse Repurchase and Securities Lending Agreements".



## **Use of an Umbrella Cash Account**

The Company has established subscription cash accounts at umbrella level in the name of the Company into which subscription monies received from investors of all of the Funds shall be lodged. The Company has also established separate redemption cash accounts at umbrella level in the name of the Company. Pending payment to the relevant Shareholders, dividend payments shall also be paid into a separate dividend cash at umbrella level in the name of the Company. 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 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 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.

## **References to Benchmarks**

A Fund may refer to indices within the Supplement of the Fund. These indices may be referenced for various purposes including, but not limited to (i) operating as a reference benchmark which the Fund seeks to outperform; and (ii) calculating performance fees. The particular purpose of the relevant index shall be clearly disclosed in the relevant Supplement. Where an index is used for the purposes of (i) above this will not constitute use of an index within the meaning of Article 3(1)(7)(e) of the Benchmark Regulation unless the relevant Supplement (in particular as part of its investment policy or strategy) defines constraints on the asset allocation of the portfolio in relation to the index (e.g. an investment restriction that the Fund must invest only in components of the index or must be partially invested in line with index composition). Shareholders should note that the Company and/or its Distributors may from time to time refer to other indices in marketing literature or other communications purely for financial or risk comparison purposes. However, unless such indices are referred to as such in the Supplement of the Fund they are not formal benchmarks against which the Fund is managed.

Where relevant the Manager or the Investment Manager shall put in place written plans, in accordance with Article 28(2) of the Benchmark Regulation, detailing the actions it will take in the event that any index it uses for any Fund in accordance with Article 3 (1)(7)(e) of the Benchmark Regulation materially changes or ceases to be provided. These written plans shall detail the steps the Manager or the Investment Manager will take to nominate a suitable alternative index.

Any index used by a Fund in accordance with Article 3 (1)(7)(e) of the Benchmark Regulation shall be provided by an administrator either included in the register referred to in Article 36 of the Benchmark Regulation or availing of the transitional arrangements pursuant to Article 51 of the Benchmark Regulation.

## **BORROWING POLICY**

Under the Articles, the Directors are empowered to exercise all of the borrowing powers of the Company, subject to any limitations under the Regulations, and to charge the assets of the Company as security for any such borrowings.

Under the Regulations, a Fund may borrow up to 10% of its assets provided this borrowing is on a temporary basis. A Fund may not borrow money, grant loans or act as guarantor on behalf of third parties.

A Fund may acquire foreign currency by means of a back-to-back loan agreement. Foreign currency obtained in this manner is not classed as borrowings for the purposes of the borrowing restrictions under Regulation 103(1) of the Regulations provided that the offsetting deposit (i) is denominated in the base currency of the Fund and (ii) equals or exceeds the value of the foreign currency loan outstanding.

The Manager shall ensure that a Fund with foreign currency borrowings which exceed the value of a back to back deposit treats that excess as borrowing for the purpose of Regulation 103 of the Regulations. Where the balance returned to the Fund is in a foreign currency other than the Base Currency, the Fund may be exposed to currency risk such that the amount returned may be less than it would have been if the offsetting balance had been held in the Base Currency.

## DISCLOSURE REGULATIONS

SFDR seeks to establish a pan-European framework to facilitate Sustainable Investment, by providing for a harmonised approach in respect of sustainability-related disclosures to investors within the European Union's financial services sector.

For the purposes of SFDR, the Manager (and certain of the Investment Managers appointed by the Manager) meet the criteria of a financial market participant, whilst the Company and each Fund of the Company qualifies as a financial product. For further details on how a Fund complies with the requirements of SFDR, please refer to the Supplement for that Fund. In addition, the Supplement will set out, where applicable, further details on how (i) a investment policies that seek to promote environmental and social characteristics; or (ii) whether that Fund has Sustainable Investment as its investment objective.

The Manager currently does not consider the adverse impacts of investment decisions on Sustainability Factors in accordance with the Taxonomy Regulation. The rationale for not considering such adverse impacts is on the basis that the regulatory technical standards which will set out the content, methodology and information required in the principle adverse impact statement remain in draft form and the level two regulatory technical standards (the "**RTS**"), which supplements SFDR, has not yet come into effect. The Manager intends to make a decision on whether it will consider the principal adverse impacts of investment decisions on Sustainability Factors once the RTS come into effect.

Please also refer to the "Risks" section of the Prospectus, for a summary of how an Investment Manager appointed to a Fund of the Company integrates Sustainability Risks into its investment process.

## **DETERMINATION AND PUBLICATION AND TEMPORARY SUSPENSION OF NET ASSET VALUE**

### **Determination and Publication of Net Asset Value**

The Net Asset Value attributable to the Classes shall be calculated by the Administrator to the nearest four decimal places in the Base Currency as of the relevant Valuation Point in accordance with the valuation provisions set out in the Articles and summarised below.

The Net Asset Value of each Fund shall be calculated by ascertaining the value of the assets of each Fund and deducting from such amount the liabilities of that Fund (which shall include all fees and expenses payable and/or accrued and/or estimated to be payable by the Fund), and dividing the resultant figure by the number of Shares in issue.

The Net Asset Value of each Class shall be determined by calculating the amount of the Net Asset Value attributable to each Class. The amount of the Net Asset Value of a Fund attributable to a class shall be determined by establishing the proportion of the assets of the class as at the most recent Net Asset Value calculation or the close of the initial offer period in the case of an initial offer of a class, adjusted to take account of any subscription orders (after deduction of any repurchase orders) and by allocating relevant class expenses and fees to the class and making appropriate adjustments to take account of distributions paid, if applicable, and apportioning the Net Asset Value accordingly.

The Net Asset Value per Share of any Class issued in each Fund will be calculated by calculating the amount of the Net Asset Value of the Fund attributable to the relevant Class and dividing the resultant figure by the total number of Shares of the relevant Class in issue or to be deemed to be in issue as of the relevant Dealing Day.

The Net Asset Value per Share (including up-to-date dealing prices) will be published on each Business Day as detailed in the relevant Supplement. The Net Asset Value per Share will also be available from the offices of the Administrator.

The Investment Manager may hedge the foreign currency exposure of Classes denominated in a currency other than the Base Currency of a Fund in order that investors in that Class receive a return in the currency of that Class substantially in line with the investment performance of the relevant Fund. As foreign exchange hedging may be utilised for the benefit of a particular Class, its cost and related liabilities and/or benefits shall be for the account of that Class only. Accordingly, such costs and related liabilities and/or benefits will be reflected in the Net Asset Value per Share for shares of any such Class. While holding a hedged Share Class will protect investors in such Share Class from a decline in the value of a currency other than the Base Currency of the Fund, investors in such Share Class will not benefit when that other currency appreciates against the relevant Base Currency. The Investment Manager shall limit hedging to the extent of the particular Share Class' currency exposure. Foreign exchange hedging shall not be used for speculative purposes.

### **Valuation of Assets**

1. In determining the value of the assets of each Fund, each Investment which is quoted, listed or traded under the rules of a Recognised Market, for which market quotations are readily available, shall be valued at the last traded price on the relevant Recognised Market at the most recent close of business on such Recognised Market, provided that the value of the Investment listed, traded or dealt in on a Recognised Market but acquired or traded at a premium or at a discount outside or off the relevant Recognised Market may be valued, taking into account the level of premium or discount as at the date of valuation of the Investment and the Depositary must ensure that the adoption of such procedure is justifiable in the context of establishing the probable realisation value of the security.
2. If the Investment is normally listed, traded or dealt in on or under the rules of more than one Recognised Market, the relevant Recognised Market shall be that which constitutes the main market for the investment. If prices for an investment listed, traded or dealt in on the relevant

Recognised Market are not available at the relevant time or are unrepresentative, or in the event that any Investments are not listed or traded on any Recognised Market, such investment shall be valued at such value as shall be certified with care and good faith as the probable realisation value of the investment by a competent professional person, firm or corporation appointed by the Manager and approved for such purpose by the Depositary which may be the Investment Manager. The Investment Manager shall not be under any liability if a price reasonably believed by it to be the latest available price for the time being may be found not to be such. In calculating the Net Asset Value, the Administrator shall not be liable for any loss suffered by the Manager or the Company by reason of any error resulting from any inaccuracy in the information provided by any third party pricing service that the Administrator is directed to use by the Company or the Manager in accordance with the Company's pricing policy.

3. Units or shares in collective investment schemes which are not valued in accordance with the provisions above shall be valued on the basis of the latest available Net Asset Value per unit/share as published by the collective investment scheme.
4. Cash deposits and similar investments shall be valued at their face value together with accrued interest unless in the opinion of the Manager (in consultation with the Investment Manager and the Depositary) any adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and/or such other consideration which are deemed relevant.
5. Exchange-traded derivative instruments shall be valued at the relevant settlement price on the applicable exchange, provided that if the settlement price of an exchange-traded derivative instrument is not available, the value of such instrument shall be the probable realisation value estimated with care and in good faith by a competent person appointed by the Manager and approved for the purpose by the Depositary, which may be the Investment Manager. The counterparty to derivative instruments not traded on an exchange must be prepared to value the contract and to close out the transaction at the request of the Company. The Company may choose to value over the counter derivatives using either the counterparty valuation or an alternative valuation, such as a valuation calculated by the Company or by an independent pricing vendor. The Company must value over the counter derivatives on a daily basis. Where the Company uses a counterparty valuation, the counterparty must be prepared to value the contract, at least daily. Where the Company values over the counter derivatives using an alternative valuation the Company must follow international best practice and will adhere to the principles on the valuation of over the counter instruments established by bodies such as IOSCO and AIMA. The alternative valuation is that provided by a competent person appointed by the Manager and approved for the purpose by the Depositary, which may be the Investment Manager. The alternative valuation will be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained. Where the Company values over the counter derivatives using the counterparty valuation the valuation must be approved or verified by a party who is approved for the purpose by the Depositary and who is independent of the counterparty. The independent verification must be carried out at least weekly.
6. Forward foreign exchange and interest rate swap contracts may be valued in accordance with the preceding paragraph or by reference to freely available market quotations. Where the latter is used, there is no requirement to have such prices independently verified or reconciled to the counterparty valuation.
7. Notwithstanding the provisions of paragraphs (1) to (6) above:
  - (i) The Manager or its delegate may, at its discretion in relation to any particular Fund which is a short-term money market fund, value any investment using the amortised cost method of valuation where such collective investment schemes comply with the Central Bank's requirements for short-term money market funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines.

- (ii) The Manager or its delegate may, at its discretion, in relation to any particular Fund which is a money market fund or which is not a money market fund but which invests in money market instruments, value any investment on the basis of the amortised cost method, provided that each such security being valued using the amortised cost basis of valuation shall be carried out in accordance with the Central Bank's requirements.
8. Notwithstanding the generality of the foregoing, the Manager may with the approval of the Depositary adjust the value of any investment if, taking into account currency, marketability and/or such other considerations as they may deem relevant, such as applicable rate of interest, anticipated rate of dividend, maturity or liquidity, they consider that such adjustment is required to reflect the fair value thereof.
  9. Any value expressed otherwise than in the Base Currency of the relevant Fund shall be converted into the Base Currency of the relevant Fund at the prevailing exchange rate which the Manager or its delegate shall determine to be appropriate.
  10. If the Manager deems it necessary, a specific investment may be valued under an alternative method of valuation approved by the Depositary.

### **Temporary Suspension of Net Asset Value**

The Directors may at any time with prior notification to the Depositary temporarily suspend the issue, valuation, sale, purchase, redemption or conversion of Shares during:

1. the whole or any part of any period when any Recognised Market on which a substantial portion of the Investments for the time being comprised in a Fund are quoted, listed or dealt in is closed otherwise than for ordinary holidays, or during which dealings in any such Recognised Market are restricted or suspended or experiencing exceptional market conditions or other exceptional circumstances; or
2. the whole or any part of any period where, as a result of political, military, economic or monetary events or other circumstances beyond the control, responsibility and power of the Directors, including the unavailability of relevant prices, the disposal or valuation of any Investments for the time being comprised in a Fund cannot, in the opinion of the Directors, be effected or completed normally or without prejudicing the interest of Shareholders; or
3. any breakdown in the means of communication normally employed in determining the value of any Investments for the time being comprised in a Fund or during any period when for any other reason the value of Investments for the time being comprised in the Company cannot, in the opinion of the Directors, be promptly or accurately ascertained; or
4. the whole or any part of any period when a Fund is unable, due to exceptional market conditions or other exceptional circumstances prevailing in one or more Recognised Markets, to repatriate funds for the purposes of making redemption payments or during which the realisation of any Investments for the time being comprised in a relevant Fund, or the transfer or payment of funds involved in connection therewith cannot, in the opinion of the Directors, be effected at normal prices or normal rates of exchange or during which there are difficulties or it is envisaged that there will be difficulties, in transfer of monies or assets required for subscriptions, redemptions or trading; or
5. any period in which the redemption of the Shares would, in the opinion of the Directors, result in a violation of applicable laws; or
6. the whole or any part of any period when, as a result of adverse market conditions, the payment of redemption proceeds may, in the sole opinion of the Directors, have an adverse impact on the relevant Fund or the remaining Shareholders in such Fund; or
7. the whole or any part of any period in which notice has been given to Shareholders of a resolution to wind up the Company; or

8. the whole or any part of any period during which dealings in a collective investment scheme in which the relevant Fund has invested a significant portion of its assets, as determined by the Directors, are suspended; or
9. the whole or any part of any period when the Directors determine that it is in the best interests of the Shareholders to do so.

The Directors will exercise this discretion only in circumstances in which the Directors believe that it is not possible to value or trade a material proportion of the securities held in the portfolio in respect of which such decision is being made.

Any such suspension shall be notified without delay to the Central Bank and to the Shareholders. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible. Shareholders who have requested issue or redemption of Shares of any Class will have their subscription or redemption request dealt with on the first Dealing Day after the suspension has been lifted unless applications or redemption requests have been withdrawn prior to the lifting of the suspension.

Save where the determination of the Net Asset Value per Share has been temporarily suspended in the circumstances described above, the Net Asset Value per Share as of the most recent Valuation Day shall be made available at the office of the Administrator.

## REDEMPTION, TRANSFER AND CONVERSION OF SHARES

### Redemption of Shares

Shareholders may request a Fund to redeem their Shares on and with effect from any Dealing Day at the Net Asset Value per Share calculated at the relevant Valuation Point (subject to such adjustments, if any, as may be specified including any adjustment required for redemption charges as described under the section entitled “**Fees and Expenses**”) in accordance with the redemption procedures specified below and in the relevant Supplement. In calculating the Net Asset Value per Share, the Directors may on any Dealing Day where there are net redemptions adjust the Net Asset Value by deducting an Anti-Dilution Levy to cover dealing costs and to preserve the value of the underlying assets of the relevant Fund.

The Shares in a Fund may be redeemed on each Dealing Day (except where dealings have been suspended in the circumstances described under “Determination and Publication and Temporary Suspension of Net Asset Value”) at the Net Asset Value per Share calculated at the Valuation Point.

The Administrator shall normally forward the redemption proceeds (if any) to the relevant Shareholders within the period of time from the deadline for receipt of redemption requests set out in the relevant Fund Supplement.

If outstanding redemption requests from all holders of Shares in any Fund on any Dealing Day total in aggregate more than 10% of all the Shares of that Fund in issue on such Dealing Day, the Directors shall be entitled at their discretion to refuse to redeem such excess number of Shares in issue on that Dealing Day in respect of which redemption requests have been received as the Directors shall determine. If the Directors refuse to redeem Shares for this reason, the requests for redemption on such date shall be reduced rateably and the Shares to which each request relates which are not redeemed shall be carried forward for redemption on each subsequent Dealing Day, on a pro rata basis, until all Shares relating to the original redemption request have been redeemed, provided that the Fund shall not be obliged to redeem more than 10% of the number of Shares outstanding on any Dealing Day.

A Fund may redeem all of the Shares of any Fund or Class in issue if the Shareholders in that Fund or Class pass a Special Resolution providing for such redemption at a general meeting of the holders of the Shares of that Fund or Class, or if the redemption of the Shares in that Fund or Class is approved by a resolution in writing signed by all of the holders of the Shares in that Fund or Class or if the Net Asset Value of the Fund or Class falls below such amount as specified below, or if the Depositary exercises its right to retire and no replacement custodian has been appointed by the Company within a period of ninety days of such retirement, and the Depositary has served notice on the Shareholders informing them that all outstanding Shares shall be redeemed and the Company wound up if no custodian acceptable to the Central Bank has been appointed within a period ending not earlier than two weeks from the date of such notice to Shareholders. Shares will be redeemed at the Net Asset Value per Share on the relevant Dealing Day less such sums as the Directors in their absolute discretion may from time to time determine as an appropriate provision for duties and charges in relation to the realisation or cancellation of the Shares to be redeemed.

Redemption requests should be made on the Redemption Form (which is available from the Administrator) which should be posted or sent by facsimile to the Administrator. The address for the Administrator is shown below.

The Administrator will not remit redemption proceeds if an investor has not submitted a signed redemption request or is not considered to be compliant with all the necessary anti-money laundering legislation and regulations. Nor will the Administrator remit any payment to a third party bank account.

Unless otherwise set out in a Fund Supplement, a contract note providing written confirmation of the redemption order will normally be sent to the relevant Shareholder by post or facsimile within two Business Days of the relevant Valuation Day. The redeeming investor should contact the



Administrator in the event that this confirmation is not received within two Business Days of the relevant Valuation Day.

Redemption requests may not be withdrawn without the consent of the Company except when the redemption of Shares has been temporarily suspended in the circumstances described under the section entitled "Determination and Publication and Temporary Suspension of Net Asset Value".

Redemption proceeds will be paid only after receipt of the original signed Application Form and upon receipt of all relevant documentation required by the Administrator including any documents in connection with anti-money laundering procedures and that the anti-money laundering procedures have been completed. If a Redemption Form is received by the Administrator after the time specified for receipt of same for a particular Dealing Day, it shall be treated as a request for redemption on the next Dealing Day. In exceptional circumstances, the Directors may, at their sole discretion, accept Redemption requests after the relevant cut-off point, provided in all cases it is before the relevant Valuation Point. Subject to the foregoing, and to the receipt of the original Application Form and all anti-money laundering documentation and the anti-money laundering procedures have been completed, redemption proceeds will be paid by electronic transfer to the Shareholder's account specified in the Application Form within the period of time from the deadline for receipt of redemption requests, as set out in the relevant Fund Supplement. In the event that a Shareholder requires payment of redemption proceeds to an account other than that specified in the Application Form, the Shareholder must provide an original request in writing, executed by an authorised signatory of the Shareholder together with a bank statement or a banker's reference to the Administrator on or prior to receipt of the Redemption Form. Redemption proceeds will only be paid to an account in the name of the relevant Shareholder. Redemption proceeds will not be paid in any other currency other than the currency of denomination of the relevant Share Class.

Redemption proceeds will be paid only after receipt of the original signed Application Form and upon receipt of all relevant documentation required by the Administrator including any documents in connection with anti-money laundering procedures and that the anti-money laundering procedures have been completed. If a Redemption Form is received by the Administrator after the time specified for receipt of same for a particular Dealing Day, it shall be treated as a request for redemption on the next Dealing Day. In exceptional circumstances, the Directors may, at their sole discretion, accept Redemption requests after the relevant cut-off point, provided in all cases it is before the relevant Valuation Point. Subject to the foregoing, and to the receipt of the original Application Form and all anti-money laundering documentation and the anti-money laundering procedures have been completed, redemption proceeds will be paid by electronic transfer to the Shareholder's account specified in the Application Form within the period of time from the deadline for receipt of redemption requests, as set out in the relevant Fund Supplement. In the event that a Shareholder requires payment of redemption proceeds to an account other than that specified in the Application Form, the Shareholder must provide an original request in writing, executed by an authorised signatory of the Shareholder to the Administrator on or prior to receipt of the Redemption Form. Redemption proceeds will only be paid to an account in the name of the relevant Shareholder. Redemption proceeds will not be paid in any other currency other than the currency of denomination of the relevant Share Class.

The Company operates a single omnibus Subscriptions/Redemptions Account for all of the Funds, so that the amounts within the Subscriptions/Redemption Account are at all times capable of being attributed to the individual Funds in accordance with the Articles. Shareholders should note that any redemption proceeds being paid by a Fund and which are held for any time in the Subscriptions/Redemptions Account shall remain an asset of the relevant Fund. On redemption, an investor is no longer a Shareholder and in the event of the insolvency of the Company or the relevant Fund will rank as an unsecured creditor of the Company during the period between receipt of the redemption request and the Dealing Day on which such Shares are redeemed. Redemption proceeds and dividend payments shall be held in the Subscriptions/Redemptions Account where the Shareholder has failed to provide the Administrator or the Company with any documentation requested by them for anti-money laundering purposes, as described above. Investors' attention is drawn to the risk factor under the heading "Subscriptions/Redemptions Account Risk". Furthermore, the operation of the Subscriptions/Redemptions account will not compromise the ability of the Depositary to carry out its safe-keeping and oversight duties in accordance with the Regulations.

Redemption proceeds may be paid by in specie transfer with the consent of the Shareholder in question. Redemption proceeds may also be paid in specie solely at the Directors' discretion where the redemption request for Shares represents 20% or more of the Net Asset Value of the relevant Fund on any Dealing Day. The assets to be transferred shall be selected at the discretion of the Directors and subject to the approval of the Depositary and taken at their value used in determining the redemption price of the Shares being so repurchased. This means that such distributions will only be made if the Directors and the Depositary consider that they will not materially prejudice the interests of the Shareholders as a whole and the Depositary is satisfied that the assets distributed are equivalent to the amount of the distribution declared. Where the redemption in specie is effected at the Directors' discretion the Investment Manager shall, if a Shareholder so requests, sell the assets to be distributed to that Shareholder and distribute the cash proceeds to the Shareholder.

The Company may redeem the Shares of any Shareholder whose holding in the Company falls below the minimum subscription amount for the relevant Class as set out in the relevant Supplement.

Holders of Shares in the Company are required to notify the Company immediately when, at any time following their initial subscription for Shares in the Company, they become U.S. Persons or Irish Residents or cease to be Exempt Investors and in respect of which the Declaration made on their behalf is no longer valid. Shareholders are also required to notify the Company immediately in the event that they hold Shares for the account or benefit of U.S. Persons or Irish Residents or Irish Residents who cease to be Exempt Investors and in respect of which the Declaration made on their behalf is no longer valid or where they hold Shares in the Company in breach of any law or regulation or otherwise in circumstances having or which may have adverse regulatory, tax or fiscal consequences for the Company or its Shareholders.

Where the Directors become aware that a Shareholder in the Company (a) is a U.S. Person or is holding Shares for the account of a U.S. Person, so that the number of U.S. Persons known to the Directors to be beneficial owners of Shares for the purposes of the Investment Company Act exceeds 100 or such other number as the Directors may determine from time to time; or (b) is holding Shares in breach of any law or regulation or otherwise in circumstances having or which may have adverse regulatory, tax or fiscal consequences for the Company or its Shareholders, or where the holding of Shares by a Shareholder causes the assets of the Company to be "plan assets" for the purposes of ERISA, the Directors may: (i) direct such Shareholder to dispose of the relevant Shares to a person who is qualified or entitled to own or hold such Shares; or (ii) redeem the relevant Shares at the Net Asset Value of the Shares as at the Dealing Day immediately following the date of notification of such mandatory redemption to the relevant Shareholder.

Under the Articles, any person who becomes aware that he is holding Shares in contravention of any of the above provisions and who fails to transfer, or deliver for redemption, his Shares if so directed by the Directors pursuant to the above provisions or who fails to make the appropriate notification to the Company is obliged to indemnify and hold harmless each of the Directors, the Company, the Administrator, the Depositary, the Investment Manager and the Shareholders of the Company (each an "Indemnified Party") from any claims, demands, proceedings, liabilities, damages, losses, costs and expenses directly or indirectly suffered or incurred by such Indemnified Party arising out of or in connection with the failure of such person to comply with his obligations pursuant to any of the above provisions.

The Articles permit the Company to redeem the Shares of an untraced Shareholder where during a period of six years no acknowledgement has been received in respect of any contract note or other confirmation of ownership of the Shares sent to the Shareholder, and at the expiration of the said period of six years by notice sent by pre-paid letter addressed to the Shareholder or to the last known address given by the Shareholder or by advertisement in a national daily newspaper published in Ireland or in a newspaper circulating in the area in which such address is located, the Company has given notice of its intention to repurchase such Shares and during the period of three months after the date of the advertisement and prior to the exercise of the power of repurchase the Company has not received any communication from the Shareholder. The proceeds of such repurchase shall form part of the Company's assets in respect of which such Shares were issued.

The Company may also compulsorily redeem Shares in the following circumstances:

- (a) if a redemption request would result in the Net Asset Value of the Shares held by a Shareholder to fall below the minimum subscription amount for the relevant Class for the relevant Fund, the Company may treat the redemption order as an order to redeem the entire shareholding; and
- (b) the Company may compulsorily redeem all Shares in issue in a Fund or deemed to be in issue if at any time the Net Asset Value of the Company or any Fund falls below \$10 million (or foreign currency equivalent thereof) on any Valuation Point.

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 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.

### **Transfers of Shares**

Transfers of Shares must be effected by transfer in writing in any usual or common form or in any other form approved by the Directors from time to time. Every form of transfer must state the full name and address of each of the transferor and the transferee and must be signed by or on behalf of the transferor. The Directors may decline to register any transfer of Shares unless the original transfer form is deposited at the registered office of the Company, or such other place as the Directors may reasonably require, accompanied by such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain the holder of the Shares until the name of the transferee is entered in the register. A transfer of Shares will not be registered unless the transferee, if not an existing Shareholder, has completed an Application Form and provided the necessary anti-money laundering documentation to the satisfaction of the Administrator. The Directors are not obliged to approve the transfer of Shares in the Company.

Shares are freely transferable except that the Directors may decline to register a transfer of Shares (a) if the transfer is in breach of US securities laws; (b) if in the opinion of the Directors the transfer would be unlawful or result or be likely to result in any adverse regulatory, tax or fiscal consequences or material administrative disadvantage to the Company or the Shareholders; (c) in the absence of satisfactory evidence of the transferee's identity or (d) where the Company is required to redeem or cancel such number of Shares as are required to meet the appropriate tax of the Shareholder on such transfer (e) if the person to whom shares are to be transferred is prohibited from holding shares in the Company for any reason. A proposed transferee may be required to provide such representations, warranties or documentation as the Directors may require in relation to the above matters. In the event that the Company does not receive a Declaration in respect of the transferee, the Company will be required to deduct appropriate tax in respect of any payment to the transferee or any sale, transfer, cancellation, redemption, repurchase or other payment in respect of the Shares as described in the section headed "Taxation" below.

## TAXATION

**The following is a summary of relevant Irish tax law. It does not purport to be a complete analysis of all tax considerations relating to the holding of Shares. Shareholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, exchanging or otherwise disposing of Shares under the laws of their country of incorporation, establishment, citizenship, residence, ordinary residence or domicile.**

The following statements on taxation are with regard to the law and practice in force in Ireland at the date of this document and do not constitute legal or tax advice to Shareholders or prospective Shareholders. 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 in the Company is made will endure indefinitely, as the basis for and rates of taxation can fluctuate.

Prospective Shareholders should familiarise themselves with and, where appropriate, take advice on the laws and regulations (such as those relating to taxation and exchange controls) applicable to the subscription for, and the holding and repurchase of, Shares in the places of their citizenship, residence and domicile.

The following summary is based on advice received by the Directors regarding the law and practice in force in Ireland 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 at the time of an investment in the Company will not change.

As Shareholders are no doubt aware, the tax consequences of any investment can vary considerably from one jurisdiction to another, and ultimately will depend on the tax regime of the jurisdictions within which a person is tax resident. Therefore the Directors strongly recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the Company and any investment returns from those Shares.

### Ireland

#### *The Company*

The Company is an investment undertaking within the meaning of Section 739B TCA and therefore is not chargeable to Irish tax on its relevant income or relevant gains so long as the Company is resident for tax purposes in Ireland. The Company shall be regarded as resident for tax purposes in Ireland if it is centrally managed and controlled in Ireland. It is intended that the Directors of the Company will conduct the affairs of the Company in a manner that will allow for this.

Tax may arise for the Company on the happening of a "chargeable event" in the Company ("appropriate tax"). A chargeable event includes:

1. any payments to a Shareholder by the Company in respect of their Shares;
2. any transfer, cancellation, redemption or repurchase of Shares; and
3. any deemed disposal by a Shareholder of their Shares at the end of a "relevant period" (a "deemed disposal").

A "relevant period" means a period of eight years beginning with the acquisition of the Shares by a Shareholder and each subsequent period of eight years beginning immediately after the preceding relevant period.

There are also certain express exclusions from the meaning of chargeable event. A chargeable event does not include:

1. any exchange by a Shareholder, effected by way of a bargain made at arm's length by the Company, of the Shares in the Company for other Shares in the Company;

2. any transaction in relation to, or in respect of, Shares which are held in a clearing system recognised by the Revenue Commissioners;
3. certain transfers of Shares between spouses/civil partners and former spouses/civil partners;
4. any exchange of Shares arising on a qualifying amalgamation or reconstruction of the Company with another Irish Investment undertaking; or
5. The cancellation of Shares in the Company arising from an exchange in relation to a scheme of amalgamation (as defined in section 739HA TCA).

On the happening of a chargeable event the Company shall be entitled to deduct the appropriate tax on any payment made to the Shareholder in respect of the chargeable event. On the occurrence of a chargeable event where no payment is made by the Company to the Shareholder, the Company may appropriate or cancel the required number of Shares to meet the tax liability.

Where the chargeable event is a deemed disposal and the value of Shares held by Irish Resident Shareholders in the Company is less than 10% of the value of the total Shares in the Company (or sub-fund, as applicable), and the Company has made an election to report annually to the Revenue Commissioners certain details for such Shareholder and has advised the Shareholder concerned in writing, the Company will not be obliged to deduct appropriate tax. The Shareholder must instead pay tax on the deemed disposal on a self-assessment basis. To the extent that any tax arises on a deemed disposal, such tax will be allowed as a credit against any tax payable on a subsequent chargeable event in respect of the relevant Shares. On the eventual disposal by the Shareholder of their Shares, a refund of any unutilised credit will be payable.

Income and capital gains in respect of assets of the Company situated in countries other than Ireland may be subject to taxes including withholding taxes, imposed by such countries. The Company may not be able to avail of an exemption from, or reduced rate of, withholding tax by virtue of the double taxation treaties in operation between Ireland and other countries. The Company may not therefore be able to reclaim withholding tax suffered by it in particular countries. If this position changes in the future and the application of an exemption or lower rate results in a repayment to the Company, the Net Asset Value of the Company or a Fund will not be restated and the benefit will be allocated to the then-existing Shareholders rateably at the time of repayment.

## **Taxation of Shareholders**

### *Non-Irish Residents*

Non-Irish Resident Shareholders will not generally be chargeable to Irish tax on the happening of a chargeable event provided that either:

- (a) the Company is in possession of a completed Relevant Declaration to the effect that the Shareholder is not an Irish Resident; or
- (b) the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide a Declaration is deemed to have been complied with in respect of that Shareholder and the written notice of approval has not been withdrawn.

If the Company is not in possession of a Declaration or a written notice of approval, or the Company is in possession of information which would reasonably suggest that the information contained in the Declaration is not or is no longer materially correct, the Company must deduct tax on the happening of a chargeable event in relation to such Shareholders. The tax deducted will generally not be refunded.

Intermediaries acting on behalf of non-Irish Resident Shareholders can make a Declaration on behalf of the Shareholders for whom they are acting provided that the Company is not in possession of any information which would reasonably suggest that the information contained in the Declaration is not or is no longer materially correct. The Intermediary must state in the Declaration that to the best of its knowledge and belief the Shareholders on whose behalf it acts are not Irish Resident.

A non-Irish Resident corporate Shareholder which holds Shares directly or indirectly by or for a trading branch or agency of the Shareholder in Ireland, will be liable to Irish corporation tax on income from the Shares or gains made on the disposal of the Shares under the self-assessment system.

#### *Irish Resident Shareholders*

Irish Resident Shareholders (who are not Exempt Irish Shareholders) will be liable to tax on the happening of a Chargeable Event. Tax at the rate of 41% will be deducted by the Company on payments made to the Shareholder in relation to the Shares or on the sale, transfer, Deemed Disposal (subject to the 10% threshold outlined above), cancellation, redemption or repurchase of Shares or the making of any other payment in respect of the Shares.

An Irish Resident Shareholder who is not a company and is not an Exempt Irish Shareholder will not be liable to any further income or capital gains tax in respect of any sale, transfer, Deemed Disposal, cancellation, redemption or repurchase, of Shares or the making of any other payment in respect of their Shares.

Where the Irish Resident Shareholder is a company which is not an Exempt Irish Shareholder, and the payment is not taxable as trading income under Schedule D Case I, the amount received will be treated as the net amount of an annual payment chargeable to tax under Schedule D Case IV from the gross amount of which income tax has been deducted. The rate of tax applicable to a Chargeable Event in respect of any Irish tax resident corporate investor in this instance is 25% provided the corporate investor has made a declaration to the Company including its Irish tax reference number.

Where the Irish Resident Shareholder is a company which is not an Exempt Irish Shareholder, and the payment is taxable as trading income under Schedule D Case I, the following provisions apply:

1. the amount received by the Shareholder is increased by any amount of tax deducted by the Company and will be treated as income of the Shareholder for the chargeable period in which the payment is made;
2. where the payment is made on the sale, transfer, Deemed Disposal, cancellation, redemption or repurchase of Shares, such income will be reduced by the amount of consideration in money or money's worth given by the Shareholder for the acquisition of those Shares; and
3. the amount of tax deducted by the Company will be set off against the Irish corporation tax assessable on the Shareholder in respect of the chargeable period in which the payment is made.

#### *Exempt Irish Shareholders*

The Company is not required to deduct tax in respect of an Exempt Irish Shareholder so long as the Company is in possession of a completed Relevant Declaration from those persons and the Company has no reason to believe that the Relevant Declaration is materially incorrect. The Exempt Irish Shareholder must notify the Company if it ceases to be an Exempt Irish Shareholder. Exempt Irish Shareholders in respect of whom the Company is not in possession of a Relevant Declaration will be treated by the Company as if they are not Exempt Irish Shareholders.

While the Company is not required to deduct tax in respect of Exempt Irish Shareholders, those Shareholders may themselves be liable to Irish tax on their income, profits and gains in relation to any sale, transfer, repurchase, redemption or cancellation of Shares or dividends or distributions or other payments in respect of their Shares depending on their circumstances. It is the obligation of the Exempt Irish Shareholder to account for such tax to the Revenue Commissioners.

### **Other Taxes – All Shareholders**

#### *Personal Portfolio Investment Undertaking*

An investment undertaking such as the Company will be considered to be a personal portfolio investment undertaking ("PPIU") in relation to a specific Irish Resident Shareholder where that

Shareholder is an individual and the Shareholder can select or influence the selection of some or all of the property of the undertaking. The undertaking will only be a PPIU in respect of those Irish Resident Shareholders who can influence the selection. A gain arising on a chargeable event in relation to a PPIU will be taxed at the rate of 60%. An undertaking will not be considered to be a PPIU where certain conditions are complied with as set out in section 739BA TCA.

### *Currency Gains*

Where a currency gain is made by an Irish Resident Shareholder on the disposal of Shares, such Shareholder may be liable to Irish capital gains tax or corporation tax in respect of such gain in the year of assessment in which the Shares are disposed of.

### *Stamp Duty*

Generally, no stamp, documentary, transfer or registration tax is payable in Ireland on the issue, sale, transfer, redemption, repurchase, cancellation of or subscription for Shares on the basis that the Company qualifies as an investment undertaking within the meaning of Section 739B TCA. If any redemption is satisfied by the transfer in specie to any Shareholder of any Irish assets, a charge to Irish stamp duty may arise.

### *Capital Acquisitions Tax*

Provided the Company continues to qualify as an investment undertaking as defined by Section 739B TCA any Shares which are comprised in a gift or an inheritance will be exempt from capital acquisitions tax ("CAT") and will not be taken into account in computing CAT on any gift or inheritance taken by the donee or successor if (i) the Shares are comprised in the gift or inheritance at the date of the gift or at the date of the inheritance, and at the relevant valuation date; (ii) at the date of the disposition, the Shareholder making the disposition is neither domiciled nor ordinarily resident in Ireland; and (iii) at the date of the gift, or at the date of the inheritance, the donee or successor is neither domiciled nor ordinarily resident in Ireland.

### **Residence and Ordinary Residence**

The following summary of the concepts of residence and ordinary residence under Irish tax law has been issued by the Revenue Commissioners for the purposes of the Declaration set out in the Application Form. Shareholders and potential investors are advised to contact their professional advisers if they have any concerns in relation to the Declaration.

#### *Residence – Company*

A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country. In certain limited circumstances, companies incorporated in Ireland but managed and controlled outside of a double taxation treaty territory may not be regarded as resident in Ireland. Specific rules may apply to companies incorporated prior to 1 January 2015.

#### *Residence – Individual*

The Irish tax year operates on a calendar year basis.

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

1. spends 183 days or more in Ireland in that tax year; or
2. has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that tax year together with the number of days spent in Ireland in the preceding year.

Presence in a tax year by an individual of not more than 30 days in Ireland will not be reckoned for the purpose of applying the two year test. Presence in Ireland for a day means the personal presence of an individual at any time during that day.

#### *Ordinary Residence – Individual*

The term "ordinary residence" (as distinct from 'residence') denotes residence in a place with some degree of continuity.

An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year. An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which the individual is not resident in Ireland. For example, an individual who is resident and ordinarily resident in Ireland in 2019 and departs Ireland in that year will remain ordinarily resident in Ireland up to the end of the year in 2022.

#### **Intermediary**

means a person who:-

- i. carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or
- ii. holds shares in an investment undertaking on behalf of other persons.

#### **Automatic Exchange of Information**

The Company is obliged, pursuant to the IGA, Council Directive 2011/16/EU, section 891E, section 891F and section 891G of the TCA and regulations made pursuant to those sections, to collect certain information about its investors.

The Company will be required to provide certain information to the Revenue Commissioners in relation to the investors (including information in respect of the investor's tax residence status) and also in relation to accounts held by investors. For further information on FATCA or CRS please refer to the website of the Revenue Commissioners at [www.revenue.ie/en/business/aeoi/index.html](http://www.revenue.ie/en/business/aeoi/index.html).

Further detail in respect of FATCA and CRS is set out below.

#### **Common Reporting Standard**

Ireland has provided for the implementation of CRS through section 891F of the TCA and the enactment of the CRS Regulations.

CRS is a global OECD tax information exchange initiative which is aimed at encouraging a coordinated approach to disclosure of income earned by individuals and organisations.

Ireland and a number of other jurisdictions have entered or will enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the OECD. The Company is required to provide certain information to the Revenue Commissioners about investors resident or established in jurisdictions which are party to CRS arrangements.

The Company, or a person appointed by the Company, will request and obtain certain information in relation to the tax residence of its shareholders or "account holders" for CRS purposes and (where applicable) will request information in relation to the beneficial owners of any such account holders. The Company, or a person appointed by the Company, will report the information required to the Revenue Commissioners by 30 June in the year following the year of assessment for which a return is due. The Revenue Commissioners will share the appropriate information with the relevant tax authorities in participating jurisdictions.



## **U.S. Foreign Account Tax Compliance Act**

On 21 December 2012, the governments of Ireland and the U.S. signed the IGA.

The IGA provides for the automatic reporting and exchange of information in relation to accounts held in Irish "financial institutions" by U.S. persons and the reciprocal exchange of information regarding U.S. financial accounts held by Irish Residents. The Company is subject to these rules. Complying with such requirements will require the Company to request and obtain certain information and documentation from its Shareholders, other account holders and (where applicable) the beneficial owners of its Shareholders and to provide any information and documentation indicating direct or indirect ownership by U.S. Persons to the competent authorities in Ireland. Shareholders and other account holders will be required to comply with these requirements, and non-complying Shareholders may be subject to compulsory redemption and/ or U.S withholding tax of 30% on withholdable payments and/or other monetary penalties.

The IGA provides that Irish financial institutions will report to the Revenue Commissioners in respect of U.S. account-holders and, in exchange, U.S. financial institutions will be required to report to the IRS in respect of any Irish-resident account-holders. The two tax authorities will then automatically exchange this information on an annual basis.

The Company (and/or any of its duly appointed agents) shall be entitled to require Shareholders to provide any information regarding their tax status, identity or residency in order to satisfy any reporting requirements which the Company may have as a result of the IGA or any legislation promulgated in connection with the IGA and Shareholders will be deemed, by their subscription for or holding of Shares to have authorised the automatic disclosure of such information by the Company or any other person to the relevant tax authorities.

## GENERAL

### **The Share Capital**

The minimum authorised share capital of the Company is €2.00 (two euro) represented by 2 (two) Subscriber Shares of no par value issued at €1.00 (one euro) each. The maximum share capital of the Company is 500,000,300,002 Shares of no par value represented by 2 (two) Subscriber Shares of no par value, 300,000 (three hundred thousand) Capitalisation Shares of no par value and 500,000,000,000 (five hundred billion) Shares of no par value, initially designated as unclassified Shares. The Directors are empowered to issue up to 500,000,300,002 Shares of no par value designated as Shares of any Class on such items as they think fit.

The Subscriber Shares entitle the holders to attend and vote at general meetings of the Company but do not entitle the holders to participate in the profits or assets of the Company except for a return of capital on a winding-up. The Shares entitle the holders to attend and vote at general meetings of the Company and to participate in the profits and assets of the Company. There are no pre-emption rights attaching to the Shares.

### **Variation of Share Capital**

The Company may from time to time by Ordinary Resolution increase its capital, consolidate its shares or any of them into a smaller number of shares, sub-divide shares or any of them into a larger number of shares or cancel any shares not taken or agreed to be taken by any person. The Company may by Special Resolution from time to time reduce its share capital in any way permitted by Irish law.

### **Variation of Shareholder Rights**

The rights attached to each Class (and for these purposes, reference to any Class shall include reference to any Class) may, whether or not the Company is being wound up be varied with the consent in writing of the holders of three fourths of the issued Shares of that Class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the Shares of that Class. The provisions of the Articles in relation to general meetings shall apply to every such separate general meeting except that the necessary quorum at any such meeting shall be two persons holding or representing by proxy at least one third of the issued Shares of the Class in question or, at an adjourned meeting, one person holding Shares of the Class in question or his proxy. Any holder of Shares representing one tenth of the Shares in issue of the Class in question present in person or by proxy may demand a poll. The rights attaching to any Class shall not be deemed to be varied by the creation or issue of further Shares of that Class ranking *pari passu* with Shares already in issue, unless otherwise expressly provided by the terms of issue of those Shares.

### **Voting Rights**

The Articles provide that on a show of hands at a general meeting of the Company every Shareholder and Subscriber Shareholder present in person or by proxy shall have one vote and on a poll at a general meeting every Shareholder and Subscriber Shareholder shall have one vote in respect of each Share or Subscriber Share, as the case may be, held by him; provided, however, that, in relation to a resolution which in the opinion of the Directors affects more than one Class or gives or may give rise to a conflict of interest between the shareholders of the respective Classes, such resolution shall be deemed to have been duly passed, only if, in lieu of being passed at a single meeting of the Shareholders of all of those Classes, such resolution shall have been passed at a separate meeting of the Shareholders of each such Class.

### **Memorandum and Articles of Association**

The sole object of the Company, as set out in Clause 2 of the Memorandum and Articles of Association, is the collective investment of its funds in transferable securities and other liquid financial assets of capital raised from the public operating on the principle of risk-spreading.

All holders of Shares are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Memorandum and Articles of Association of Company, copies of which are available as described under the section entitled "General – Documents for Inspection".

### **Conflicts of Interest**

The Manager, the Depositary, the Administrator, the Investment Manager may from time to time act as manager, registrar, administrator, trustee, custodian, investment manager or adviser or distributor in relation to, or be otherwise involved in, other funds or collective investment schemes which have similar investment objectives to those of any Fund. It is, therefore, possible that any of them may, in the due course of their business, have potential conflicts of interests with the Company or any Fund. Each will at all times have regard in such event to its obligations under the Memorandum and Articles of Association and/or any agreements to which it is party or by which it is bound in relation to the Company and, in particular, but without limitation to their obligations to act in the best interests of the Shareholders when undertaking any investments where conflicts of interest may arise and they will each respectively endeavour to ensure that such conflicts are resolved fairly and, in particular, the Investment Manager has agreed to act in a manner which the Investment Manager in good faith considers fair and equitable in allocating investment opportunities to the Funds. Where deemed appropriate by the Directors and approved for such purpose by the Depositary, a valuation committee of the Investment Manager may be established to value unlisted securities. In the regard, the Directors may accept the valuation of the valuation committee and investors should be aware that in these circumstances, a possible conflict of interest may arise, as the higher estimated value of the unlisted securities the higher the fees payable to the Investment Manager.

There is no prohibition on dealing in assets of the Funds by entities related to the Depositary, the Manager, the Investment Manager provided that such transactions are carried out as if negotiated at arm's length and in the best interests of the Shareholders. A certified valuation of a transaction by a person:

- (i) approved by the Depositary (or in the case of transactions involving the Depositary, by the Company) as independent and competent;
- (ii) the execution of transactions on best terms on organised investment exchanges under their rules; or
- (iii) where (i) and (ii) are not practical, transactions executed on terms the Depositary (or in the case of transactions involving the Depositary, the Company) is satisfied conform to the principles set out above.

The Depositary or the Directors, in case of transactions involving the Depositary must document how it complied with (i), (ii) or (iii) above. Where transactions are conducted in accordance with paragraph (iii), the Depositary or the Company in the case of transactions involving the Depositary, must document the rationale for being satisfied that the transaction conformed to the principles outlined here.

Subject to applicable law and the Central Bank's requirements, employees or officers of the Investment Manager or its affiliates may directly or indirectly acquire Shares. Any acquisition or divestment of Shares by such individuals shall be on the terms applicable to all Shareholders and in satisfaction of professional requirements.

In selecting brokers to make purchases and sales for a Fund the Investment Manager will choose those brokers who provide best execution to that Fund. Best execution will be the best price available in the market, exclusive of any charges but taking account of any other exceptional circumstances such as counterparty risk, order size or client instructions. In determining what constitutes best execution, the Investment Manager may take into consideration the overall economic result to the Fund (price and commission plus other costs), the efficiency of the transaction, the brokers' ability to effect the transaction if a large block is involved, availability of the broker for difficult transactions in the future, other services provided by the broker such as research and the provision of statistical and other information, and the financial strength and stability of the broker. In managing the assets of the Fund, the Investment Manager may receive certain research and statistical and other information and

assistance from brokers. The Investment Manager may allocate brokerage business to brokers who have provided such research and assistance to a Fund and/or other accounts for which the Investment Manager exercises investment discretion. The benefits provided under any soft commission arrangements must assist in the provision of investment services to a Fund. Any soft commission arrangements will be disclosed in the periodic reports of the Company. The Investment Manager will also have regard to the rules and guidance of, in the case of the Investment Manager, its regulator the Central Bank of Ireland.

A Director may be a party to, or otherwise interested in, any transaction or arrangement with a Fund or in which a Fund is interested, provided that he has disclosed to the Directors prior to the conclusion of any such transaction or arrangement the nature and extent of any material interest of his therein in addition to complying with the requirements of the Central Bank. Unless the Directors determine otherwise, a Director may not vote in respect of any contract or arrangement or any proposal whatsoever in which he has a material interest, having first disclosed such interest. At the date of this Prospectus other than as disclosed below, no Director nor any connected person has any interest, beneficial or non-beneficial, in the share capital of the Company or any material interest in the Company or in any agreement or arrangement with the Company. The Directors shall endeavour to ensure that any conflict of interest is resolved fairly.

There are no service contracts in existence between the Company and any of its Directors, nor are any such contracts proposed.

- (a) At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company and no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.
- (b) As at the date of this Prospectus, no Director nor their spouses nor their infant children or any person closely associated have any interest in the share capital of the Company or any options in respect of such capital.
- (c) Paul Dobbyn is a Director of the Company;
- (d) Haydn Franckeiss is a Director of the Company and Head of Asset Liability Solutions at Sanlam Investment Management (Pty) Ltd; and
- (e) Richard Aslett is a director of the Company and the Chief Executive Officer of the Manager.

Details of additional conflicts of interest with the Company may be set out in the relevant Supplement.

### **Remuneration Policy**

The Manager has a remuneration policy in place to ensure compliance with UCITS V. This remuneration policy imposes remuneration rules on staff and senior management within Manager whose activities have a material impact on the risk profile of the Funds. The Directors will be entitled to remuneration for their services as directors provided however that the aggregate emoluments of the Directors in respect of any twelve month accounting period shall not exceed €50,000 or such higher amount as may be approved by the board of Directors. In addition, the Directors will be entitled to be reimbursed for their reasonable out of pocket expenses incurred in discharging their duties as Directors. The Directors will ensure that its remuneration policies and practices are consistent with sound and effective risk management, will not encourage risk-taking which is inconsistent with the risk profile of the Funds and the Memorandum and Articles of Association, and will be consistent with UCITS V. The Directors will ensure that the remuneration policy is at all times consistent with the business strategy, objectives, values and interests of the Company, the Funds and Shareholders, and includes measures to ensure that all relevant conflicts of interest may be managed appropriately at all times. The remuneration policy is reviewed on an annual basis (or more frequently, if required) on an independent basis, to ensure that the overall remuneration system operates as intended and that the remuneration pay-out are appropriate for each Fund. This review will also ensure that the policy reflects best practice guidelines and regulatory requirements, as may be amended from time to time.

Further details with regard to the remuneration policy are available at the following website: [www.sanlam.ie](http://www.sanlam.ie). The remuneration policy may be obtained free of charge on request from the Manager.

## **Meetings**

All general meetings of the Company or any Fund shall be held in Ireland and at least one general meeting of the Company shall be held in each year as the Company's annual general meeting. At least 21 days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) shall be given to Shareholders. The notice shall specify the place, day and hour of the meeting and the terms of the resolutions to be proposed. A proxy may attend on behalf of any Shareholder. The voting rights attached to the Shares are set out under the heading "General –Voting Rights".

## **Reports and Accounts**

The Company shall cause to be prepared an annual report and audited annual accounts for the Company for the period ending at the end of December in each year. These will be made available to Shareholders within four months of the end of the relevant accounting period and at least twenty-one days before the annual general meeting. In addition, the Company shall cause to have prepared and made available to Shareholders a half-yearly report, which shall include unaudited half-yearly accounts for the Company. The half-yearly report will be made up to June 30 in each year. Un-audited half-yearly reports will be made available to Shareholders within two months of the end of the relevant accounting period.

## **Winding Up**

The Articles contain provisions to the following effect:

1. if the Company shall be wound up the liquidator shall, subject to the provisions of the Companies Act 2014 apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.
2. the assets available for distribution among the Shareholders shall then be applied in the following priority:
  - (a) First, in the payment to the holders of the Shares of each Class of a sum in the currency in which that Class is designated (or in any other currency selected by the liquidator) as nearly as possible equal (at a rate of exchange determined by the liquidator) to the Net Asset Value of the Shares of such Class held by such holders respectively as at the date of commencement to wind up provided that there are sufficient assets available to enable such payment to be made.
  - (b) Secondly, in the payment to the holders of the Subscriber Shares of sums up to the nominal amount paid thereon out of the assets of the Company.
  - (c) Thirdly, in the payment to the holders of each Class of any balance then remaining, such payment being made in proportion to the number of Shares of that Class held.
3. if the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of a Special Resolution and any other sanction required by the Companies Act 2014, divide among the Shareholders 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, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the member or different classes of Shareholders. The liquidator will only make such distributions if he considers that they will not materially prejudice the interests of the Shareholders as a whole and the Depositary is satisfied that the assets distributed are equivalent to the amount of the distribution to which the liquidator has deemed the Shareholder to be entitled. If a Shareholder so requests, the liquidator shall procure the sale

of assets to be distributed and shall distribute the proceeds to the Shareholders.

### **Material Contracts**

The following contracts, which are summarised in the Sections "The Manager", "The Investment Manager", "The Administrator" and "The Depositary" and under "Fees and Expenses" above, have been entered into and are, or may be, material:

1. Management Agreement dated 25 September 2019 and effective from 27 September 2019 between the Manager and the Company pursuant to which the Directors have delegated the day-to-day management of the Company to the Manager;
2. Investment Management Agreement dated 25 September 2019 and effective from 27 September 2019 between the Manager, the Company and the Investment Manager pursuant to which the Investment Manager was appointed to provide certain investment management and advisory services in respect of the Company;
3. Administration Agreement dated 25 September 2019 and effective from 27 September 2019 between the Manager, the Company and the Administrator pursuant to which the Administrator was appointed by the Manager to perform administrative services and to act as registrar and transfer agent for the Company; and
4. Depositary Agreement dated 25 September 2019 and effective from 27 September 2019 between the Company and the Depositary pursuant to which the Depositary was appointed by the Company to perform custodial services on behalf of the Company.

### **Electronic Communication**

The Directors have arranged for electronic communication by the Company or any other person on behalf of the Company as the case may be of:

- (a) notices of annual or extraordinary general meetings;
- (b) the annual reports and audited accounts;
- (c) unaudited half-yearly accounts;
- (d) confirmations; and
- (e) the Net Asset Value.

If the Shareholder elects for electronic communication, all communication of notices, accounts, confirmations and Net Asset Value by the Company or any other person on behalf of the Company will be by way of electronic communication.

Shareholders electing to receive electronic communications will be required to provide the Company with their e-mail address. Hard copies of these documents continue to be available.

The Company or the Administrator on behalf of the Company is required to deliver to the investors of the Company certain notices and documents from time to time, such as Net Asset Value statements, notices of meetings and annual audited financial statements. The Company, or the Administrator on behalf of the Company, may in the future elect to deliver such notices and documents by e-mail to the address in the Company's records or by posting them on a password protected website. When delivering documents by e-mail, the Company will generally distribute them as attachments to e-mails in Adobe's Portable Document Format (PDF) (Adobe Acrobat Reader software is available free of charge from Adobe's web site at [www.adobe.com](http://www.adobe.com) and the Reader software must correctly be installed on the investor's system before the investor will be able to view documents in PDF format). Investors who do not wish to receive such documents electronically, or who wish to change the method of notice, should elect to do so by notifying the Administrator in writing.

## **DOCUMENTS FOR INSPECTION**

Copies of the following documents may be inspected and obtained free of charge at the registered office of the Company at Beech House, Beech Hill Road, Dublin 4, Ireland during normal business hours on any Business Day:-

1. the material contracts referred to above;
2. the Articles of the Company;
3. the Regulations; and
4. the half-yearly reports, annual reports and audited accounts.

## **APPENDIX I DEFINITIONS**

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

<b>"Administrator"</b>	means Brown Brothers Harriman Fund Administration Services (Ireland) Limited or such other company as may from time to time be appointed in accordance with the requirements of the Central Bank to provide administration and related services to the Company in Ireland;
<b>"Administration Agreement"</b>	means the amended and restated administration agreement dated 25 September 2019 and effective from 27 September 2019, between the Manager and the Administrator, as may be amended;
<b>"Anti-Dilution Levy"</b>	means 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 Fund assets in the event of receipt of requests for processing of large subscription or repurchase requests (as determined at the discretion of the Directors) including subscriptions and/or repurchases which would be effected as a result of requests for exchange from one Fund into another Fund;
<b>"Application Form"</b>	means the form approved by the Manager, which must be completed by investors wishing to subscribe for Shares;
<b>"Articles"</b>	means the Articles of Association of the Company for the time being in force and as may be modified from time to time;
<b>"Auditors"</b>	means PricewaterhouseCoopers or such other firm of registered auditors as may from time to time be appointed as auditors to the Company;
<b>"Base Currency"</b>	shall have such meaning as shall be specified in the relevant Supplement;
<b>"Benchmark Regulation"</b>	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds;
<b>"Business Day"</b>	means a day (except Saturdays, Sundays and public holidays) on which banks in Dublin are open for normal banking business or such other day or days as may be specified by the Directors;
<b>"Central Bank"</b>	means the Central Bank of Ireland or the successor thereof;
<b>"Central Bank UCITS Regulations"</b>	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015 as may be amended or supplemented from time to time and the guidelines issued by the Central Bank from time to time affecting the Company;
<b>"Class"</b>	means each class of Shares in the Company;



<b>"CRS"</b>	means the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development, also known as the Common Reporting Standard, and any bilateral or multilateral competent authority agreements, intergovernmental agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing the Common Reporting Standard;
<b>"Data Protection Legislation"</b>	means the EU data protection regime introduced by the General Data Protection Regulation (Regulation 2016/679);
<b>"Dealing Day"</b>	shall have the meaning as shall be specified in the relevant Supplement;
<b>"Declaration"</b>	means a valid declaration in a form prescribed by the Revenue Commissioners for the purposes of Section 739D TCA (as may be amended from time to time);
<b>"Depository"</b>	means Brown Brothers Harriman Trustee Services (Ireland) Limited or such other company in Ireland as may from time to time be appointed as depository of all the assets of the Company in accordance with the requirements of the Central Bank;
<b>"Depository Agreement"</b>	means the amended and restated depository agreement dated 25 September 2019 and effective from 27 September 2019, between the Company and the Depository as may be amended;
<b>"Duties and Charges"</b>	in relation to any Fund, all stamp and other duties, taxes, governmental charges, brokerage, bank charges, foreign exchange spreads, interest, custodian or sub-custodian charges (relating to sales and purchases), transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of the assets of the relevant Fund or the creation, issue, sale, conversion or repurchase of Shares or the sale or purchase of Investments or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or in connection with or arising out of or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, which, for the avoidance of doubt, includes, when calculating subscription and redemption prices, any provision for spreads (to take into account the difference between the price at which assets were valued for the purpose of calculating the Net Asset Value and the estimated price at which such assets shall be bought as a result of a subscription and sold as a result of a redemption), but shall not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Shares in the relevant Fund;
<b>"Directors"</b>	means the Directors of the Company for the time being and any duly constituted committee thereof;
<b>"EMIR"</b>	means the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on over the counter (OTC) derivatives, central counterparties (CCPs) and trade repositories (TRs).
<b>"ERISA"</b>	means the US Employee Retirement Income Security Act of 1974;

<b>"ESMA"</b>	means the European Securities and Markets Authority;
<b>"ESMA Guidelines"</b>	means ESMA's Guidelines on sound remuneration policies under the UCITS Directive and AIFMD published on 31 March 2016 as may be amended from time to time;
<b>"EU Member State" or "Member State"</b>	means a Member State of the European Union;
<b>"Euro", "euro" and "€"</b>	each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
<b>"Exempt Irish Shareholder"</b>	means <ul style="list-style-type: none"> <li>(a) a qualifying management company within the meaning of section 739B(1) TCA;</li> <li>(b) an investment undertaking within the meaning of section 739B(1) TCA;</li> <li>(c) an investment limited partnership within the meaning of section 739J TCA;</li> <li>(d) a pension scheme which is an exempt approved scheme within the meaning of section 774 TCA, or a retirement annuity contract or a trust scheme to which section 784 or 785 TCA applies;</li> <li>(e) a company carrying on life business within the meaning of section 706 TCA;</li> <li>(f) a special investment scheme within the meaning of section 737 TCA;</li> <li>(g) a unit trust to which section 731(5)(a) TCA applies;</li> <li>(h) a charity being a person referred to in section 739D(6)(f)(i) TCA;</li> <li>(i) a person who is entitled to exemption from income tax and capital gains tax by virtue of section 784A(2) TCA or section 848B TCA and the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;</li> <li>(j) a person who is entitled to exemption from income tax and capital gains tax by virtue of section 787I TCA and the Shares held are assets of a personal retirement savings account as defined in section 787A TCA;</li> <li>(k) the National Asset Management Agency;</li> <li>(l) the Courts Service;</li> <li>(m) a credit union within the meaning of section 2 of the Credit Union Act 1997;</li> <li>(n) an Irish resident company, within the charge to corporation tax</li> </ul>

under Section 739G(2) TCA, but only where the Company is a money market fund;

- (o) a company which is within the charge to corporation tax in accordance with section 110(2) TCA in respect of payments made to it by the Company;
- (p) any other person as may be approved by the Directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under Part 27, Chapter 1A TCA; and
- (q) the National Treasury Management Agency of Ireland, or a fund investment vehicle within the meaning of Section 739D(6)(kb) TCA;

and where necessary the Company is in possession of a Relevant Declaration in respect of that Shareholder;

**"FATCA"**

means:

- a) sections 1471 to 1474 of the U.S. Internal Revenue Code or any associated regulations or other official guidance;
- b) any intergovernmental agreement, treaty, regulation, guidance or other agreement between the Government of Ireland (or any Irish government body) and the US, or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement, implement or give effect to the legislation, regulations or guidance described in paragraph (a) above; and
- c) any legislation, regulations or guidance in Ireland that give effect to the matters outlined in the preceding paragraphs;

**"Fund"**

means a distinct portfolio of assets established by the Directors (with the prior approval of the Central Bank) constituting in each case a separate fund represented by a separate series of Shares with segregated liability from the other Funds and invested in accordance with the investment objective and policies applicable to such fund as specified in the relevant Supplement;

**"GBP or British Pounds"**

each means the lawful currency of the UK;

**"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;

**"Investments"**

means any securities, instruments or obligations of whatsoever nature in which the Company may invest in respect of a Fund;

**"Investment Manager"**

means Catalyst Fund Managers Global (Pty) Limited, or such company as may be appointed to act as Investment Manager of the Company with the approval of the Central Bank;

<b>"Investment Management Agreement"</b>	means the investment management agreement dated 17 October 2014, between the Manager and the Investment Manager as may be amended;
<b>"Ireland"</b>	means the Republic of Ireland;
<b>"Irish Resident"</b>	means any person resident in Ireland or ordinarily resident in Ireland (as described in the Taxation section of this Prospectus) other than an Exempt Irish Shareholder;
<b>"Manager"</b>	means Sanlam Asset Management (Ireland) Limited or such other company as may from time to time be appointed in accordance with the requirements of the Central Bank;
<b>"Management Agreement"</b>	means the management agreement dated 25 September 2019 and effective from 27 September 2019, between the Company and the Manager, as may be amended;
<b>"MiFID"</b>	means Commission Delegated Directive (EU) of 7 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council with regard to safeguarding of financial instruments and funds belonging to clients, product governance obligations and the rules applicable to the provision or reception of fees, commissions or any monetary or non-monetary benefits;
<b>"MiFID Regulations"</b>	means the European Communities (Markets in Financial Instruments) Regulations 2017;
<b>"Net Asset Value"</b>	means the net asset value of the Company or a Fund calculated as described or referred to herein;
<b>"Net Asset Value per Share"</b>	means, in relation to any Class, the Net Asset Value divided by the number of Shares of the relevant Class in issue or deemed to be in issue in respect of a Fund at the relevant Valuation Point subject to such adjustments, if any, as may be required in relation to any Class in a Fund;
<b>"Ordinary Resolution"</b>	means a resolution passed by a simple majority of the votes cast in its favour by Shareholders entitled to attend and vote at general meetings of the Company or on matters affecting the relevant Class, as the case may be;
<b>"Permitted U.S. Person"</b>	means a U.S. Person within the meaning of the U.S. Internal Revenue Code of 1986, as amended, that is subject to the U.S. Employee Retirement Income Security Act of 1974, as amended, or is otherwise exempt from payment of U.S. Federal Income Tax or an entity substantially all of the ownership interests in which are held by tax-exempt U.S. Persons;
<b>"Prospectus"</b>	means this document, any supplement designed to be read and construed together with and to form part of this document and the Company's most recent annual report and accounts or, if more recent, its interim report and accounts;
<b>"Recognised Market"</b>	means any recognised exchange or market listed in accordance with the requirements of the Central Bank, which does not issue a list of approved markets. The recognised markets are listed in Appendix IV

	hereto;
<b>"Redemption Form"</b>	means a form approved by the Company or its delegate which must be completed by a Shareholder in order to redeem all or a portion of their Shares;
<b>"Relevant Declaration"</b>	means the declaration relevant to the Shareholder as set out in Schedule 2B TCA;
<b>"Revenue Commissioners"</b>	means the Irish Revenue Commissioners;
<b>"SFDR"</b>	means 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, as may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time;
<b>"Share" or "Shares"</b>	means, unless the context otherwise requires, a share or shares of whatsoever Class in the capital of the Company (other than Subscriber Shares) entitling the holders to participate in the profits of the Company as described in this Prospectus;
<b>"Shareholder"</b>	means a person registered as a holder of Shares;
<b>"Special Resolution"</b>	means a resolution passed with the support of 75% or more of the votes cast in its favour by Shareholders entitled to attend and vote at general meetings of the Company or on matters affecting the relevant Class as the case may be;
<b>"Subscriptions/ Redemptions Account"</b>	means the single, omnibus account for all Funds in the name of the Company through which subscription and redemption proceeds and dividend income (if any) for each Fund are channelled, operated in accordance with the Central Bank's requirements and the details of which are specified in the Application Form;
<b>"Subscriber Shares"</b>	means the initial issued share capital of 2 Shares of €1 each and initially designated as Subscriber Shares;
<b>"Subscriber Shareholder" or "Subscriber Shareholders"</b>	means a holder or holders of Subscriber Shares;
<b>"Supplement"</b>	means a document which contains specific information supplemental to this document in relation to a particular Fund and any addenda thereto;
<b>"Sustainability Factors"</b>	means environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters;
<b>"Sustainable Investment"</b>	means (1) an investment in an economic activity that contributes to an environmental objective, as measured by key resource efficiency indicators on (i) the use of energy, (ii) renewable energy, (iii) raw materials, (iv) water and land, (v) on the production of waste, (vi) greenhouse gas emissions, or (vii) its impact on biodiversity and the circular economy, or (2) an investment in an economic activity that contributes to a social objective (in particular an investment that contributes to tackling inequality or that fosters social cohesion, social

integration and labour relations), or (3) an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices;

<b>"Sustainability Risks"</b>	means, 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 an investment, including but not limited to, risks stemming from climate change, natural resource depletion, environmental degradation, human rights abuses, bribery, corruption and social and employee matters;
<b>"Taxonomy Regulation"</b>	means 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 on sustainability-related disclosures in the financial services sector;
<b>"TCA"</b>	means the Taxes Consolidation Act, 1997, as amended;
<b>"USD" or "US\$" or "U.S. Dollars" or "\$"</b>	means the lawful currency of the United States of America;
<b>"U.S."</b>	means the United States of America, its territories and possessions including the States and the District of Columbia;
<b>"U.S. Person"</b>	means a person described in one or more of the following paragraphs: <ol style="list-style-type: none"><li>1. With respect to any person, any individual or entity that would be a U.S. Person under Regulation S of the U.S. Securities Act of 1933, as amended. See Appendix V for the Definition of U.S. under Regulation S.</li><li>2. With respect to individuals, any U.S. citizen or "resident alien" within the meaning of U.S. income tax laws as in effect from time to time. Currently, the term "resident alien" is defined under U.S. income tax laws to generally include any individual who (i) holds an Alien Registration Card (a "green card") issued by the U.S. Immigration and Naturalization Service or (ii) meets a "substantial presence" test. The "substantial presence" test is generally met with respect to any current calendar year if (i) the individual was present in the U.S. on at least 31 days during such year <u>and</u> (ii) the sum of the number of days on which such individual was present in the U.S. during the current year, 1/3 of the number of such days during the first preceding year, and 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days.</li><li>3. With respect to persons other than individuals, (i) a corporation or partnership created or organized in the United States or under the law of the United States or any state, (ii) a trust where (a) a U.S. court is able to exercise primary supervision over the administration of the trust and (b) one or more U.S. persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to U.S. tax on its worldwide income from all sources;</li></ol>
<b>"Valuation Point"</b>	shall have such meaning as shall be specified in the relevant

Supplement.

**APPENDIX II**  
**REGULATION S DEFINITION OF U.S. PERSON**

1. Pursuant to Regulation S of the U.S. Securities Act of 1933, as amended (the "Act"), "U.S. Person" means:
  - (a) any natural person resident in the United States;
  - (b) any partnership or corporation organized or incorporated under the laws of the United States;
  - (c) any trust of which any trustee is a U.S. person;
  - (d) any agency or branch of a foreign entity located in the United States;
  - (e) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
  - (f) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
  - (g) any partnership or corporation if:
    - (i) organized or incorporated under the laws of any non-U.S. jurisdiction; and
    - (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.
2. Notwithstanding 1. above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".
3. Notwithstanding 1. above, any estate of which any professional fiduciary acting as executor or administration is a U.S. Person shall not be deemed a U.S. Person if:
  - (a) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
  - (b) the estate is governed by non-U.S. law.
4. Notwithstanding 1. above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.
5. Notwithstanding 1. above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.
6. Notwithstanding 1. above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:
  - (a) the agency or branch operates for valid business reasons; and



- (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.
- 7. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons".

**APPENDIX III**  
**AUTHORITY GUIDELINES ON EFFICIENT PORTFOLIO MANAGEMENT**

**Use of FDI and Portfolio Management Techniques**

The Company will employ an investment Risk Management Process, which enables it to accurately monitor, measure and manage the risks attached to financial derivative instrument ("**FDI**") positions.

Efficient portfolio management means investment decisions involving transactions that fulfil the following criteria in accordance with Article 11 of the Eligible Assets Directive:

- (a) they are economically appropriate in that they are realised in a cost-effective way;
- (b) they are entered into for one or more of the following specific aims:
  - (i) reduction of risk;
  - (ii) reduction of cost;
  - (iii) generation of additional capital or income for the UCITS with a level of risk which is consistent with the risk profile of the UCITS and the risk diversification rules set out in the Central Bank UCITS Regulations;
- (c) their risks are adequately captured by the Risk Management Process of the UCITS, and
- (d) they cannot result in a change to the UCITS declared investment objective or add substantial supplementary risks in comparison to the general risk policy as described in its sales documents.

Direct and indirect operational costs/fees arising from efficient portfolio management techniques may be deducted from the revenue delivered to the Fund, but only direct and indirect operational costs/fees charged by third parties unrelated to the Manager, the Investment Manager will be deducted from any such revenues. Any such direct and indirect operational costs/fees charged by third parties do not include hidden revenue for the Manager, the Investment Manager or parties related to such persons, although fees may be payable to counterparties and/or the Investment Manager and/or the Depository and/or entities related to them in relation to such techniques. The Fund will disclose in the financial statements the identity of the entity(ies) to which the direct and indirect costs and fees are paid and indicate if these are related parties to the Manager, the Investment Manager or the Depository. All revenues from efficient portfolio management techniques, net of direct or indirect operational costs, will be returned to the Fund, if any such techniques are used.

A description of the main techniques and instruments that may be used for hedging and/or efficient portfolio management purposes and/or to manage foreign exchange risks are set out below.

**Options**

An option is a contract which contains the right, but not the obligation, to buy or sell a specific quantity of an underlying asset or instrument at a fixed price on or before a specified date. The seller has the corresponding obligation to fulfill the transaction – that is to sell or buy – if the buyer (owner) "exercises" the option. The buyer pays a premium to the seller for this right. An option which conveys to the owner the right to buy something at a specific price is referred to as a call; an option which conveys the right of the owner to sell something at a specific price is referred to as a put. Both are commonly traded, but for clarity, the call option is more frequently discussed.

## **Futures**

Futures are contracts to buy or sell a standard quantity of a specific asset (or, in some cases, receive or pay cash based on the performance of an underlying asset or instrument) at a pre-determined future date and at a price agreed through a transaction undertaken on an exchange. The commercial purpose of futures contracts can be to allow investors to hedge against market risk or gain exposure to the underlying market. Since these contracts are marked-to-market daily, investors can, by closing out their position, exit from their obligation to buy or sell the underlying assets prior to the contract's delivery date. Using futures to achieve a particular strategy instead of using the underlying or related security frequently results in lower transaction costs being incurred.

## **Swaps**

The Funds may use swap agreements (swaps) more specifically as set out in the relevant Supplement, including such swaps where the swap counterparties agree to exchange the proceeds (including or excluding capital gains/losses) of a reference asset such as a deposit, financial security, money market instrument, units/shares of collective investment schemes, FDI or financial security basket against the proceeds of any other such reference asset. Generally, a swap is a contractual agreement between two counterparties in which the cash flows from two reference assets are exchanged as they are received for a predetermined time period, with the terms initially set so that the present value of the swap is zero. Swaps may extend over substantial periods of time, and typically call for the making of payments on a periodic basis. In most swap contracts, the notional principal of the swap is not exchanged but is used to calculate the periodic payments. Swaps are usually traded over the counter.

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

Currency swaps are agreements between two parties to exchange future payments in one currency for payments in another currency. These agreements are used to transform the currency denomination of assets and liabilities. Unlike interest rate swaps, currency swaps must include an exchange of principal at maturity.

## **Forwards**

A forward contract locks in the price at which an asset may be purchased or sold on a future date. In forward foreign exchange contracts, the contract holders are obligated to buy or sell from another a specified amount of one currency at a specified price (exchange rate) with another currency on a specified future date. Forward contracts cannot be transferred but they can be 'closed out' by entering into a reverse contract. The commercial purpose of a forward foreign exchange contract may include, but is not limited to, altering the currency exposure of securities held, hedging against exchange risks, increasing exposure to a currency, and shifting exposure to currency fluctuations from one currency to another. Forward foreign exchange contracts are specifically useful and may be used for the hedging in connection with hedged currency classes of shares. Forward contracts are similar to futures contract but are generally entered into as an over-the-counter contract rather than on exchange.

## **APPENDIX IV MARKETS**

The markets and exchanges are listed in accordance with the requirements of the Central Bank which does not issue a list of approved markets and exchanges. With the exception of permitted investments in unlisted securities, the Company will only invest in securities traded on a stock exchange or market which meets with the regulatory criteria (regulated, operate regularly, be recognised and open to the public) and which is listed in the Prospectus. The stock exchange and/or markets will be drawn from the following list: -

1. any stock exchange which is:

- (a) located in any EU Member State; or
- (b) located in any of the following countries:-
  - Australia
  - Canada
  - Japan
  - New Zealand
  - Norway
  - Switzerland
  - United Kingdom
  - United States of America; or

2. any stock exchange included in the following list:-

- Amman Stock Exchange
- Athens Exchange
- Bermuda Stock Exchange
- BM&FBOVESPA S.A.
- BME Spanish Exchanges
- Bolsa de Comercio de Buenos Aires
- Bolsa de Comercio de Santiago
- Bolsa de Valores de Colombia
- Bolsa de Valores de Lima
- Bolsa Mexicana de Valores
- Bombay Stock Exchange Ltd.
- Borsa Italiana SpA (London Stock Exchange Group)
- Bourse de Casablanca
- Bourse de Luxembourg
- Budapest Stock Exchange Ltd. (Wiener Börse AG)
- Bursa Malaysia
- Chicago Board Options Exchange Holdings, Inc.
- Colombo Stock Exchange
- Cyprus Stock Exchange
- Deutsche Börse AG
- Hong Kong Exchanges and Clearing
- Indonesia Stock Exchange
- International Securities Exchange
- Irish Stock Exchange

Istanbul Stock Exchange  
Johannesburg Stock Exchange  
Korea Exchange  
Ljubljana Stock Exchange  
London Stock Exchange  
Malta Stock Exchange  
NASDAQ OMX  
NASDAQ OMX - Armenia  
NASDAQ OMX - Copenhagen  
NASDAQ OMX - Helsinki  
NASDAQ OMX - Riga  
NASDAQ OMX - Stockholm  
NASDAQ OMX - Tallinn  
NASDAQ OMX - Vilnius  
National Stock Exchange of India Limited  
NYSE Euronext - Amsterdam  
NYSE Euronext - Brussels  
NYSE Euronext - Lisbon  
NYSE Euronext - Paris  
Philippine Stock Exchange  
Saudi Stock Exchange (Tadawul)  
Shanghai Stock Exchange  
Shenzhen Stock Exchange  
Singapore Exchange  
Stock Exchange of Mauritius  
Stock Exchange of Tehran  
Stock Exchange of Thailand  
Taiwan Stock Exchange  
Tel-Aviv Stock Exchange  
The Egyptian Exchange  
TMX Group Inc.  
Warsaw Stock Exchange  
Wiener Börse AG

3. any of the following FDI markets:

In the case of an investment in any FDI, in any derivative market approved in any EU Member State and the following exchanges or markets:

American Stock Exchange, Chicago Mercantile Exchange, Chicago Board of Options Exchange, Chicago Board of Trade, Coffee, Sugar and Cocoa Exchange, Iowa Electronic Markets, Kansas City Board of Trade, Mid-American Commodity Exchange, Minneapolis Grain Exchange, New York Cotton Exchange, New York Mercantile Exchange, Twin Cities Board of Trade.

For the purposes only of determining the value of the assets of a Fund, the term "Recognised Market" shall be deemed to include, in relation to any derivatives contract used, any market or exchange on which such contract may be acquired or sold which is referred to in (i)(a) or (iii) hereof or which is regulated, recognised, operates regularly and is open to the public.

## Appendix V

### List of sub-custodial agents appointed by Brown Brothers Harriman Trustee Services (Ireland) Limited

Brown Brothers Harriman Trustee Services (Ireland) Limited has delegated safekeeping duties to Brown Brothers Harriman & Co. ("**BBH&Co.**") with its principal place of business at 140 Broadway, New York, NY 10005, whom it has appointed as its global sub-custodian. BBH&Co. has further appointed the entities listed below as its local sub-custodians in the specified markets.

The below list includes multiple sub-custodians/correspondents in certain markets. Confirmation of which sub-custodian/correspondent is holding assets in each of those markets with respect to a client is available upon request. The list does not include prime brokers, third party collateral agents or other third parties who may be appointed from time to time as a delegate pursuant to the request of one or more clients (subject to BBH&Co's approval). Confirmations of such appointments are also available upon request.

COUNTRY	SUB-CUSTODIAN
Argentina	Citibank, N.A. Buenos Aires Branch
Australia	HSBC Bank Australia Limited for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Australia	National Australia Bank
Austria	Deutsche Bank AG
Austria	UniCredit Bank Austria AG
Bahrain*	HSBC Bank Middle East Limited, Bahrain Branch for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Bangladesh*	Standard Chartered Bank, Bangladesh Branch
Belgium	BNP Paribas Securities Services
Belgium	Deutsche Bank AG, Amsterdam Branch
Bermuda*	HSBC Bank Bermuda Limited for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Bosnia*	UniCredit Bank D.D. for UniCredit Bank Austria AG
Botswana*	Standard Chartered Bank Botswana Limited for Standard Chartered Bank
Brazil*	Citibank, N.A. São Paulo
Brazil*	Itaú UniBanco S.A.
Bulgaria*	Citibank Europe Plc, Bulgaria Branch for Citibank N.A.
Canada	CIBC Mellon Trust Company for CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce and Bank of New York Mellon
Canada	RBC Investor Services Trust for Royal Bank of Canada (RBC)
Chile*	Banco De Chile for Citibank, N.A.
China*	China Construction Bank Corporation
China*	Citibank (China) Co., Ltd. for Citibank N.A.
China*	Deutsche Bank (China) Co., Ltd., Shanghai Branch ( <b>Use of this sub-custodian is restricted.</b> )
China*	HSBC Bank (China) Company Limited for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
China*	Industrial and Commercial Bank of China Limited
China*	Standard Chartered Bank (China) Limited for Standard Chartered Bank
Colombia*	Cititrust Colombia S.A., Sociedad Fiduciaria for Citibank, N.A.

Croatia*	Zagrebacka Banka D.D. for UniCredit Bank Austria AG
Cyprus	BNP Paribas Securities Services
Czech Republic	Citibank Europe Plc, Organizační Slozka for Citibank, N.A.
Denmark	Nordea Danmark, Filial af Nordea Bank Abp, Finland
Denmark	Skandinaviska Enskilda Banken Ab (Publ), Denmark Branch
Egypt*	Citibank, N.A. - Cairo Branch
Egypt*	HSBC Bank Egypt S.A.E. for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Estonia	Swedbank A/S for Nordea Bank Abp
Finland	Nordea Bank Abp
Finland	Skandinaviska Enskilda Banken Ab (Publ), Helsinki Branch
France	BNP Paribas Securities Services
France	Caceis Bank
France	Deutsche Bank AG, Amsterdam Branch
Germany	BNP Paribas Securities Services - Frankfurt Branch
Germany	Deutsche Bank AG
Ghana*	Standard Chartered Bank Ghana Limited for Standard Chartered Bank
Greece	HSBC France, Athens Branch for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Hong Kong	Standard Chartered Bank (Hong Kong) Limited for Standard Chartered Bank
Hong Kong	The Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Hong Kong – Connect	Standard Chartered Bank (Hong Kong) Limited for Standard Chartered Bond Bank
Hong Kong – Bond Connect	The Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Hong Kong – Stock Connect	The Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Hungary	Citibank Europe Plc, Hungarian Branch Office for Citibank, N.A.
Hungary	UniCredit Bank Hungary Zrt For UniCredit Bank Hungary Zrt And UniCredit S.P.A.
Iceland*	Landsbankinn Hf.
India*	Citibank, N.A. - Mumbai Branch
India*	Deutsche Bank AG - Mumbai Branch
India*	The Hong Kong and Shanghai Banking Corporation Limited (HSBC)- India Branch
Indonesia	Citibank, N.A. - Jakarta Branch
Indonesia	Standard Chartered Bank, Indonesia Branch
Ireland	Citibank, N.A. - London Branch
Israel	Bank Hapoalim B.M.
Israel	Citibank, N.A., Israel Branch
Italy	BNP Paribas Securities Services - Milan Branch
Italy	Société Générale Securities Services S.P.A. (Sgss S.P.A.)

Ivory Coast*	Standard Chartered Bank Cote D'ivoire for Standard Chartered Bank
Japan	Mizuho Bank Ltd
Japan	MUFG Bank, Ltd.
Japan	Sumitomo Mitsui Banking Corporation
Japan	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - Japan Branch
Jordan*	Standard Chartered Bank, Jordan Branch
Kazakhstan*	JSC Citibank Kazakhstan for Citibank, N.A
Kenya*	Standard Chartered Bank Kenya Limited for Standard Chartered Bank
Kuwait*	HSBC Bank Middle East Limited - Kuwait Branch for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Latvia	"Swedbank" As For Nordea Bank Abp
Lithuania	"Swedbank" Ab For Nordea Bank Abp
Luxembourg	BNP Paribas Securities Services, Luxembourg Branch ( <b>Utilized for mutual funds holdings only.</b> )
Luxembourg	KBL European Private Bankers S.A.
Malaysia*	HSBC Bank Malaysia Berhad (Hbmb) for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Malaysia*	Standard Chartered Bank Malaysia Berhad for Standard Chartered Bank
Mauritius*	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - Mauritius Branch
Mexico	Banco Nacional de Mexico, S.A. (Banamex) for Citibank, N.A.
Mexico	Banco S3 Mexico, S.A. Institucion de Banca Multiple for Banco Santander, S.A. and Banco S3 Mexico, S.A. Institucion de Banca Multiple
Morocco	Citibank Maghreb S.A. for Citibank, N.A.
Namibia*	Standard Bank Namibia Ltd. for Standard Bank of South Africa Limited
Netherlands	BNP Paribas Securities Services
Netherlands	Deutsche Bank AG, Amsterdam Branch
New Zealand	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - New Zealand Branch
Nigeria*	Stanbic IBTC Bank Plc for Standard Bank of South Africa Limited
Norway	Nordea Bank Abp, Filial I Norge
Norway	Skandinaviska Enskilda Banken Ab (Publ), Oslo
Oman*	Hsbc Bank Oman Saog for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Pakistan*	Standard Chartered Bank (Pakistan) Limited for Standard Chartered Bank
Peru*	Citibank Del Perú S.A. for Citibank, N.A.
Philippines*	Standard Chartered Bank - Philippines Branch
Philippines*	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - Philippine Branch
Poland	Bank Handlowy W Warszawie Sa (Bhw) for Citibank N.A.
Poland	Bank Polska Kasa Opieki S.A.
Poland	ING Bank Śląski S.A. For ING Bank N.V.



Portugal	BNP Paribas Securities Services
Qatar*	HSBC Bankmiddle East Ltd - Qatar Branch for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Romania	Citibank Europe Plc, Dublin - Sucursala Romania for Citibank, N.A.
Russia*	AO Citibank for Citibank, N.A.
Saudi Arabia*	HSBC Saudi Arabia and the Saudi British Bank (SABB) for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Serbia*	UniCredit Bank Serbia JSC for UniCredit Bank Austria AG
Singapore	DBS Bank Ltd (DBS)
Singapore	Standard Chartered Bank (Singapore) Limited for Standard Chartered Bank
Singapore	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - Singapore Branch
Slovakia	Citibank Europe Plc, Pobočka Zahraničnej Banky for Citibank, N.A.
Slovenia	UniCredit Banka Slovenija d.d. For UniCredit Banka Slovenija d.d. and UniCredit S.P.A.
South Africa	Société Générale Johannesburg Branch
South Africa	Standard Chartered Bank, Johannesburg Branch
South Korea*	Citibank Korea Inc. for Citibank, N.A.
South Korea*	Keb Hana Bank
South Korea*	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Korea Branch
Spain	Banco Bilbao Vizcaya Argentaria S.A.
Spain	BNP Paribas Securities Services, Sucursal en España
Spain	Société Générale Sucursal en España
Sri Lanka*	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - Sri Lanka Branch
Swaziland*	Standard Bank Swaziland Ltd. for Standard Bank of South Africa Limited
Sweden	Nordea Bank Abp, Filial I Sverige
Sweden	Skandinaviska Enskilda Banken Ab (Publ)
Switzerland	Credit Suisse (Switzerland) Ltd.
Switzerland	UBS Switzerland AG
Taiwan*	Bank of Taiwan
Taiwan*	HSBC Bank (Taiwan) Limited for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Taiwan*	JP Morgan Chase Bank, N.A., Taipei Branch ( <b>Use of this sub-custodian is restricted.</b> )
Taiwan*	Standard Chartered Bank (Taiwan) Ltd for Standard Chartered Bank
Tanzania*	Standard Chartered Bank Tanzania Limited and Standard Chartered Bank (Mauritius) Limited for Standard Chartered Bank
Thailand	The Hong Kong and Shanghai Banking Corporation Limited (HSBC) - Thailand Branch
Thailand*	Standard Chartered Bank (Thai) Public Company Limited for Standard Chartered Bank

Transnational (Clearstream)	Brown Brothers Harriman & Co. (BBH&Co.)
Transnational (Euroclear)	Brown Brothers Harriman & Co. (BBH&Co.)
Tunisia*	Union Interationale De Banques (UIB)
Turkey	Citibank Anonim Sirketi for Citibank, N.A.
Turkey	Deutsche Bank A.S. for Deutsche Bank A.S. and Deutsche Bank AG
Uganda*	Standard Chartered Bank Uganda Limited for Standard Chartered Bank
Ukraine*	Joint Stock Company "Citibank" (JSC "Citibank") For Citibank, N.A.
United Arab Emirates*	HSBC Bank Middle East Limited for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
United Kingdom	Citibank, N.A., London Branch
United Kingdom	HSBC Bank Plc
United States	BBH&Co
Uruguay	Banco Itaú Uruguay S.A. for Banco Itaú Uruguay S.A. and Itaú Unibanco S.A.
Vietnam*	HSBC Bank (Vietnam) Ltd. for the Hong Kong and Shanghai Banking Corporation Limited (HSBC)
Zambia*	Standard Chartered Bank Zambia Plc for Standard Chartered Bank
Zimbabwe*	Standard Chartered Bank Zimbabwe Limited for Standard Chartered Bank

**\*In these markets, cash held by clients is a deposit obligation of the sub-custodian. For all other markets, cash held by clients is a deposit obligation of BBH & Co. or one of its affiliates.**