

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

The Directors of the ICAV whose names appear under the heading "**Management and Administration**" in this Prospectus accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

## **NEW VISION STRATEGIES ICAV**

An umbrella open-ended Irish collective asset-management vehicle with segregated liability between sub-funds incorporated in Ireland under the Irish Collective Asset-management Vehicles Act 2015 and authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations

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

**18 April 2018**

## IMPORTANT INFORMATION

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

### Authorisation

This Prospectus describes New Vision Strategies ICAV (the "**ICAV**"), an Irish collective asset-management vehicle with segregated liability between sub-funds. The ICAV converted from an investment company to an Irish collective asset-management vehicle pursuant to the ICAV Act on 20 May 2016. The ICAV is authorised in Ireland by the Central Bank of Ireland (the "**Central Bank**") as an undertaking for collective investment in Transferable Securities pursuant to the UCITS Regulations.

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

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

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

### Stock Exchange Listing

Application may be made to the Irish Stock Exchange for the Shares of any particular Class or Fund to be admitted to the Official List and traded on the Main Securities Market of the Irish Stock Exchange. The Directors do not expect that an active secondary market will develop in the Shares. This document together with the relevant Supplement will constitute listing particulars for the purpose of any application for listing of the Shares in respect of which the relevant Supplement is issued.

Neither the admission of the Shares to the Official List and trading on the Main Securities Market of the Irish Stock Exchange nor the approval of the Prospectus and Supplements pursuant to the listing requirements of the Irish Stock Exchange shall constitute a warranty or representation by the Irish Stock Exchange as to the competence of the service providers to or any other party connected with the ICAV, the adequacy of information contained in the Prospectus and Supplements or the suitability of the ICAV for investment purposes.

### Restrictions on Distribution and Sale of Shares

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

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

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

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

### United Kingdom

The ICAV has given notice to the Financial Conduct Authority in the United Kingdom and is recognised under Section 264 of the Financial Services and Markets Act 2000 (the "FSMA"). Accordingly, the ICAV may be marketed to the general public in the United Kingdom. The ICAV will provide the facilities and make available the documents required by the rules contained in the Financial Conduct Authority's Collective Investment Schemes Sourcebook governing such schemes at the offices of CrossBorder Capital, Audley House, 13 Palace Street, SW1E 5HX, London, United Kingdom during normal business hours on any Business Day. The ICAV does not have a permanent place of business in the United Kingdom.

As against the ICAV, and any overseas agent thereof who is not a person authorised to carry on investment business in the United Kingdom, a United Kingdom investor will not benefit from most of the protections afforded by the United Kingdom regulatory system, and in particular will not benefit from rights under the Financial Services Compensation Scheme or access to the Financial Ombudsman Service which are designed to protect investors as described in the FSMA and the rules of the FCA.

### United States of America

None of the Shares have been, nor will be, registered under the United States Securities Act of 1933 (the "1933 Act") and, except in a transaction which does not violate the 1933 Act or any other applicable United States securities laws (including without limitation any applicable law of any of the States of the United States), none of the Shares may be directly or indirectly offered or sold in the United States of America, or any of its territories or possessions or areas subject to its jurisdiction, or to or for the benefit of a US Person. Neither the ICAV nor any Fund will be registered under the United States Investment Company Act of 1940.

### **Redemption Charge**

**The Directors are empowered to levy a redemption charge not exceeding 3% of the Net Asset Value of Shares being redeemed. Details of such charge (if any) with respect to one or more Funds will be set out in the relevant Supplement.**

### **Reliance on this Prospectus**

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

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

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Instrument of Incorporation, copies of which are available for inspection as detailed in this Prospectus.

This Prospectus and any relevant Supplement will be governed by and construed in accordance with Irish law.

## **Risk Factors**

Investors should read and consider the section entitled "Risk Factors" before investing in the ICAV.

## **MiFID II Product Governance Rules- UCITS as non- complex financial instruments**

Article 25 of MiFID II (as defined herein) sets out requirements in relation to the assessment of suitability and appropriateness of financial instruments for clients. Article 25(4) contains rules relating to the selling of financial instruments by a MiFID-authorized firm to clients in an execution only manner. Provided the financial instruments are comprised from the list contained in Article 25(4)(a) (referred to broadly as non-complex financial instruments for these purposes), a MiFID-authorized firm selling the instruments will not be required to also conduct what is referred to as an "appropriateness test" on its clients. An appropriateness test would involve requesting information on the client's knowledge and experience on the type of investment offered and, on this basis, assessing whether the investment is appropriate for the client. If the financial instruments fall outside the list contained in Article 25(4)(a) (i.e. are categorised as complex financial instruments), the MiFID-authorized firm selling the instruments will be required to also conduct an appropriateness test on its clients.

UCITS (other than structured UCITS) are specifically referenced in the list in Article 25(4)(a). Accordingly, each Fund is deemed to be a non-complex financial instrument for these purposes.

## **Translations**

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

## DIRECTORY

### New Vision Strategies ICAV

#### Directors

Karl McEneff  
Philip McEnroe  
David Straker-Smith  
Killian Buckley

#### Registered Office

32 Molesworth Street  
Dublin 2  
Ireland

#### Manager

New Vision Management Limited  
32 Molesworth Street  
Dublin 2  
Ireland

#### Investment Manager

Details of the Investment Manager(s) to each Fund are set out in the supplement for the relevant Fund.

#### Administrator

MUFG Fund Services (Ireland) Limited  
Ormonde House  
12-13 Lower Leeson Street  
Dublin 2  
Ireland

#### Depository

Mitsubishi UFJ Investor Services & Banking  
(Luxembourg) S.A., Dublin Branch  
Ormonde House  
12 – 13 Lower Leeson Street  
Dublin 2  
Ireland

#### Secretary

MFD Secretaries Limited  
32 Molesworth Street,  
Dublin 2  
Ireland

#### Auditors

KPMG  
1 Harbourmaster Place  
International Financial Services Centre  
Dublin 1  
Ireland

#### Irish Legal Advisers & Sponsoring Brokers

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

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## DEFINITIONS

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

<b>"Accounting Date"</b>	means the date by which reference to which the annual accounts of the ICAV shall be prepared and shall be 31 December in each year or such other date as the Directors may from time to time decide.
<b>"Accounting Period"</b>	means a period ending on the Accounting Date and commencing, in the case of the first such period on the date of incorporation of the ICAV and, in subsequent such periods, on the day following expiry of the last Accounting Period.
<b>"Administrator"</b>	means MUFG Fund Services (Ireland) Limited or any successor duly appointed in accordance with the Central Bank Rules.
<b>"Administration Agreement"</b>	means the administration agreement made between the ICAV, the Manager and the Administrator dated 17 April 2018, effective on 00.01 (Irish time), 18 April 2018, as may be amended from time to time.
<b>"Application Form"</b>	means any application form to be completed by subscribers for Shares as prescribed by the ICAV from time to time.
<b>"Auditors"</b>	means KPMG.
<b>"Base Currency"</b>	means the currency of account of a Fund as specified in the relevant Supplement relating to that Fund.
<b>"Benchmark Regulations"</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 in relation to a Fund such day or days as shall be so specified in the relevant Supplement for that Fund.
<b>"Central Bank"</b>	means the Central Bank of Ireland.
<b>"Central Bank 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, supplemented, consolidated, substituted in any form or otherwise modified from time to time.
<b>"Central Bank Rules"</b>	means the Central Bank Regulations and any other statutory instrument, regulations, rules, conditions, notices, requirements or guidance of the Central Bank issued from time to time applicable to the ICAV pursuant to the UCITS Regulations.
<b>"Class"</b>	means a particular division of Shares in a Fund.
<b>"Country Supplement"</b>	means a supplement to this Prospectus specifying certain information pertaining to the offer of Shares of the ICAV or a Fund

or Class in a particular jurisdiction or jurisdictions.

<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>"Depository"</b>	means Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A., Dublin Branch or any successor duly appointed by the ICAV in accordance with the Central Bank Rules.
<b>"Depository Agreement"</b>	means the depository agreement made between the ICAV and the Depository dated 17 April 2018, effective on 00.01 (Irish time), 18 April 2018, as may be amended from time to time.
<b>"Dealing Day"</b>	means, in respect of each Fund, each Business Day on which subscriptions for, repurchases of and exchanges of relevant Shares can be made by the ICAV as specified in the Supplement for the relevant Fund and/or such other Dealing Days as the Directors shall determine in exceptional circumstances and notify to Shareholders in advance, provided that there shall be at least two Dealing Days in each Month occurring at regular intervals.
<b>"Dealing Deadline"</b>	means in relation to a Fund, such time on any Dealing Day as shall be specified in the relevant Supplement for the Fund.
<b>"Directors"</b>	means the directors of the ICAV or any duly authorised committee thereof.
<b>"Distribution Agreement"</b>	means the amended and restated distribution agreement made between the Distributor, the Manager and the ICAV dated 20 May 2016, as may be amended from time to time or such other distribution agreement as specified in the relevant Supplement for each Fund.
<b>"Distributor"</b>	means GRS Capital Partners Limited and/or such other person(s) duly appointed either in succession thereto or in addition thereto in accordance with the Central Bank Rules or such other distributor as specified in the relevant Supplement for each Fund.
<b>"EEA"</b>	means the countries comprising the European Economic Area.
<b>"EU Member States"</b>	means the member states of the European Union.
<b>"Exempt Irish Shareholder"</b>	means at the time of this Prospectus (a) a qualifying management company within the meaning of section 739B(1) TCA; (b) an investment undertaking within the meaning of section 739B(1) TCA;

- (c) an investment limited partnership within the meaning of section 739J TCA;
- (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;
- (e) a company carrying on life business within the meaning of section 706 TCA;
- (f) a special investment scheme within the meaning of section 737 TCA;
- (g) a unit trust to which section 731(5)(a) TCA applies;
- (h) a charity being a person referred to in section 739D(6)(f)(i) TCA;
- (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;
- (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;
- (k) the National Asset Management Agency;
- (l) the Courts Service;
- (m) a credit union within the meaning of section 2 of the Credit Union Act 1997;
- (n) an Irish resident company, within the charge to corporation tax under Section 739G(2) TCA, but only where the fund 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 ICAV;
- (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 ICAV 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 ICAV is in possession of a Relevant

Declaration in respect of that Shareholder.

**"FATCA"**

means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 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.

**"FCA"**

means the Financial Conduct Authority of the United Kingdom or any successor body thereto.

**"FDI "**

means a financial derivative instrument (including an OTC derivative).

**"FSMA"**

means the United Kingdom Financial Services and Markets Act 2000 and every amendment or re-enactment of the same.

**"Fund"**

means a sub-fund of the ICAV which is established by the Directors from time to time with the prior approval of the Central Bank the assets of which are invested in accordance with the investment objective and policies applicable to such sub-fund.

**"ICAV"**

means New Vision Strategies ICAV.

**"ICAV Act"**

means the Irish Collective Asset-management Vehicles Act 2015 including any regulations made thereunder by ministerial order and any conditions that may from time to time be imposed thereunder by the Central Bank whether by notice or otherwise affecting the ICAV.

**"Initial Issue Price"**

means the initial issue price payable for a Share as specified in the relevant Supplement for each Fund.

**"Investment Manager"**

means the person(s) specified in the Supplement for the relevant Fund who is/are duly appointed Investment Manager(s) to the relevant Fund with the prior approval of the Central Bank or any person or persons appointed by the ICAV and/or the Manager as an investment manager in addition to or in succession to an existing Investment Manager and approved by the Central Bank to act as investment manager of a Fund.

**"Investor Money Regulations"**

means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) Investor Money Regulations 2015 for Fund Service Providers, as may be amended from time to time, effective from 1 July 2016.

<b>"Ireland"</b>	means the Republic of Ireland.
<b>"Irish Resident"</b>	means any person resident in Ireland or ordinarily resident (as described in the Taxation section of this Prospectus) in Ireland other than an Exempt Irish Shareholder.
<b>"Management Agreement"</b>	means the amended and restated management agreement made between the Manager and the ICAV dated 20 May 2016, as may be amended from time to time.
<b>"Manager"</b>	means New Vision Management Limited or any successor duly appointed in accordance with the Central Bank Rules.
<b>"Member"</b>	means a Shareholder or a person who is registered as the holder of one or more non-participating shares in the ICAV.
<b>"Member State"</b>	means a member state of the European Union.
<b>"MiFID II"</b>	means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
<b>"MiFID II Delegated Directive"</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 II Legislation"</b>	means MiFID II, the MiFID II Delegated Directive, MiFIR, and all other relevant legislation adopted pursuant to MiFID II and any guidance, notices or supplementary materials issued by ESMA or the Central Bank from time to time (and any amendment thereto for the time being in force) or conditions imposed or derogations granted thereunder as may be amended, supplemented or substituted from time to time once it has been transposed into law in Ireland and any other EU Member State the Investment Manager is located in or operates in, where appropriate, and has entered into force.
<b>"MiFIR"</b>	means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.
<b>"Minimum Fund Size"</b>	means such amount (if any) as the Directors may consider for each Fund and as set out in the Supplement for the relevant Fund.
<b>"Minimum Holding"</b>	means the minimum number or value of Shares which must be held by Shareholders as specified in the relevant Supplement.
<b>"Minimum Subscription"</b>	means the minimum subscription for Shares as specified in the relevant Supplement.
<b>"Money Market Instruments"</b>	means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time.

<b>"Net Asset Value"</b>	means the Net Asset Value of a Fund or attributable to a Class (as appropriate) calculated as referred to herein.
<b>"Net Asset Value per Share"</b>	means the Net Asset Value of a Fund divided by the number of Shares in issue in that Fund or the Net Asset Value attributable to a Class divided by the number of Shares issued in that Class rounded to such number of decimal places as the Directors may determine.
<b>"OECD Member Country"</b>	means a state which is a member of the Organisation for Economic Co-operation and Development.
<b>"Paying Agent"</b>	means one or more paying agents, representatives, distributors, correspondent banks appointed by the ICAV in accordance with the Central Bank Rules.
<b>"Platform Arranger"</b>	means GRS Capital Partners Limited.
<b>"Prospectus"</b>	means this prospectus of the ICAV and any Supplements and addenda thereto issued in accordance with the Central Bank Rules.
<b>"Recognised Exchange"</b>	means the stock exchanges or markets set out in Appendix II.
<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>"Securities Financing Transactions"</b>	means repurchase agreements, reverse repurchase agreements, securities lending agreements, commodities lending, buy-sell back transactions, sell-buy back transactions, margin lending transactions and any other transactions within the scope of SFTR that a Fund is permitted to engage in.
<b>"SFT Regulations" or "SFTR"</b>	means Regulation 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 as may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time.
<b>"Settlement Date"</b>	means in respect of receipt of monies for payment of subscriptions or payment of monies for repurchase of shares, the date specified in the relevant Supplement or within such reasonable time as the Directors may determine.
<b>"Share"</b>	means a participating share or, save as otherwise provided in this Prospectus, a fraction of a participating share in the capital of the ICAV.
<b>"Shareholder"</b>	means a person who is registered as the holder of Shares in the register of Shareholders for the time being kept by or on behalf of the ICAV.
<b>"Supplement"</b>	means a supplement to this Prospectus specifying certain

information in respect of a Fund and/or one or more Classes.

**"TCA"**

means the Irish Taxes Consolidation Act, 1997, as amended.

**"UCITS"**

means an undertaking for collective investment in Transferable Securities which is authorised under the Regulations or authorised by a competent authority in another member state of the European Union in accordance with Council Directive 2009/65/EC, as amended, supplemented, consolidated or otherwise modified from time to time:

- (a) the sole object of which is the collective investment in Transferable Securities and/or in other financial instruments of capital raised from the public and which operates on the principle of risk-spreading; and
- (b) the shares of which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of that undertaking's assets;

**"UCITS Directive"**

EC Council Directive 85/611/EEC of 20 December 1985 as amended, consolidated or substituted from time to time.

**"UCITS Regulations"**

mean the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011) as may be amended by the UCITS V Regulations or as may be further amended, consolidated or substituted from time to time and includes any Central Bank Rules issued thereunder.

**"UCITS V"**

means Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 amending Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as regards depositary functions, remuneration and sanctions as amended from time to time and including any supplementing European Commission delegated regulations in force from time to time.

**"UCITS V Regulations"**

means European Union (Undertakings for Collective Investment In Transferable Securities) (Amendment) Regulations 2016.

**"UK" or "United Kingdom"**

means the United Kingdom of Great Britain and Northern Ireland.

**"United States"**

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

**"US Person"**

means a US Person as defined in Regulation S under the 1933 Act.

**"Valuation Point"**

means the time on any Business Day by reference to which the Net Asset Value of a Fund and the Net Asset Value per Share in respect of a Dealing Day are calculated as is specified in the Supplement for the relevant Fund.

**"VAT"**

means any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) including, but not limited to, any value

added tax imposed pursuant to the Value Added Tax Consolidation Act 2010.

In this Prospectus, all references to € or Euro are to the lawful unit of single currency in certain member states of the European Union; all references to "Pound Sterling", "Sterling" or "£" are to the lawful currency of the United Kingdom all references to "US Dollar" or "American Dollar" or "US \$" are to the lawful currency of the United States, all references to "Euro" or "€" are to the lawful currency of the European Union, all references to "Swiss Franc" or "CHF" are to the lawful currency of Switzerland, all references to "Yen" or "¥" are to the lawful currency of Japan and all references to "Australian Dollar" or "AUS\$" are to the lawful currency of Australia.

## THE ICAV

### General

The ICAV is an Irish collective asset-management vehicle with segregated liability between sub-funds. The ICAV converted from an investment company to an Irish collective asset-management vehicle pursuant to the ICAV Act on 20 May 2016. The ICAV is authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations.

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

The Base Currency of each Fund is specified in the relevant Supplement. Any conversion from the designated currency of a particular Class to the Base Currency of the relevant Fund or otherwise, shall take place at the prevailing exchange rates as quoted by the Administrator. The value of any Shares expressed in the designated currency of a particular Class will be subject to exchange rate risk in relation to the Base Currency.

Funds may be established by the Directors with the prior approval of the Central Bank. Classes in respect of a Fund may be established by the Manager and notified to and cleared in advance with the Central Bank or otherwise must be created in accordance with the Central Bank Rules. In such instances a revised Supplement for the relevant Fund or a Supplement specific to the relevant Class will be issued.

### Investment Objective and Policies

The specific investment objective and policies of each Fund will be set out in the relevant Supplement to this Prospectus and will be formulated by the Manager at the time of creation of the relevant Fund.

Investors should be aware that the performance of certain Funds may be measured against a specified index or benchmark and in this regard, Shareholders are directed towards the relevant Supplement which will refer to any relevant performance measurement criteria. The ICAV may at any time change that reference index where, for reasons outside its control, that index has been replaced, or another index or benchmark may reasonably be considered by the ICAV to have become the appropriate standard for the relevant exposure. Such a change would represent a change in policy of the relevant Fund and Shareholders will be advised of any change in a reference index or benchmark (i) if made by the Manager in advance of such a change and (ii) if made by the Index concerned, in the annual or half-yearly report of the Fund issued subsequent to such change.

The investment objective of a Fund may not be altered and material changes in the investment policy of a Fund may not be made without approval of Shareholders on the basis of a majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held. In the event of a change of the investment objective and/or policy of a Fund, Shareholders in the relevant Fund will be given reasonable notice of such change to enable them redeem their Shares prior to implementation of such a change.

### Investment Restrictions

Investment of the assets of each Fund must comply with the UCITS Regulations. The Manager may impose further restrictions in respect of any Fund. The investment restrictions applying to the ICAV and each Fund are set out in Appendix I.

### **Borrowing Powers**

The ICAV may only borrow on a temporary basis and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of each Fund. Subject to this limit the Directors may exercise all borrowing powers on behalf of the ICAV. In accordance with the provisions of the UCITS Regulations the ICAV may charge its assets as security for such borrowings.

### **Financial Derivative Instruments**

The ICAV may, on behalf of a Fund, engage in transactions in FDI for investment purposes, as more particularly disclosed in the Supplement for the relevant Fund. Where considered appropriate, the ICAV may invest in FDIs and/or utilise techniques and instruments for investment purposes, for hedging purposes, to gain currency exposure and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank.

The ICAV will employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to FDIs and details of this process have been provided to the Central Bank. The ICAV will not utilise FDIs which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared by the Central Bank. The ICAV will provide on request to Shareholders supplementary information relating to the risk management methods employed by the ICAV including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

### **Efficient Portfolio Management**

The ICAV on behalf of a Fund may employ techniques and instruments relating to transferable securities, Money Market Instruments and/or other financial instruments (including FDI) in which it invests for efficient portfolio management purposes ("EPM"). Such techniques and instruments include futures, options, swaps, forwards and repurchase and reverse repurchase agreements (details of which are outlined below). Details of any additional techniques and instruments used for a Fund may be set out in the relevant Supplement.

Use of such techniques and instruments should be in line with the best interests of Shareholders and will generally be made for one or more of the following reasons:

- (a) the reduction of risk;
- (b) the reduction of cost; or
- (c) the generation of additional capital or income for the relevant Fund with an appropriate level of risk, taking into account the risk profile of the Fund and the risk diversification rules set out in the Central Bank Rules.

In addition, the use of such techniques and instruments must be realised in a cost-effective way and must not result in a change to the investment objective of the Fund or add substantial supplementary risks not covered in this Prospectus. It is therefore the intention of the ICAV, in employing such EPM techniques and instruments for these reasons, that their impact on the performance of the relevant Fund will be positive.

Such techniques and instruments may include foreign exchange transactions which alter the currency characteristics of assets held by the relevant Fund.

Assets of a Fund may be denominated in a currency other than the Base Currency of the Fund and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Fund's assets as expressed in the Base Currency. The Investment Manager may seek to mitigate this exchange rate risk by using FDI.

The Manager shall ensure the revenues arising from efficient portfolio management shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees arising. Such direct and indirect operational costs and fees (which are all fully transparent) shall include fees and expenses payable to counterparties engaged by the ICAV (which may be related to the Manager or the Depositary, as may be the case) from time to time and shall not include hidden revenue. Such fees and expenses of any counterparties of the ICAV, will be at normal commercial rates together with VAT, if any, thereon, and will be borne by the ICAV or the Fund in respect of which the relevant counterparty has been engaged. Details of Fund revenues arising and attendant direct and indirect operational costs and fees as well as the identity of any specific repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the ICAV from time to time shall be included in the ICAV or the relevant Fund's semi-annual and annual reports.

Please refer to the section of this Prospectus entitled "Risk Factors - EPM Risk" for more details. The risks arising from the use of such techniques and instruments shall be adequately captured in the ICAV's risk management process.

### **Securities Financing Transaction**

A Fund may use Securities Financing Transactions in accordance with normal market practice and subject to the requirements of the SFTR and the Central Bank Rules. Any type of assets that may be held by a Fund in accordance with its investment objective and policies may be subject to such Securities Financing Transactions.

Securities lending means transactions by which one party transfers securities to the other party subject to a commitment that the other party will return equivalent securities on a future date or when requested to do so by the party transferring the securities, that transaction being considered as securities lending for the party transferring the securities. Repurchase agreements are a type of securities lending transaction in which one party sells a security to the other party with a simultaneous agreement to repurchase the security at a fixed future date at a stipulated price reflecting a market rate of interest unrelated to the coupon rate of the securities. A reverse repurchase agreement is a transaction whereby a Fund purchases securities from a counterparty and simultaneously commits to resell the securities to the counterparty at an agreed upon date and price.

Any Fund that seeks to engage in securities lending will ensure that it is able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.

Any Fund that enters into a reverse repurchase agreement ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is callable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement will be used for the calculation of the Net Asset Value of a Fund.

A Fund that enters into a repurchase agreement will ensure that it 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. Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the Fund.

While the ICAV will conduct appropriate due diligence in the selection of counterparties, including consideration of the legal status, country of origin, credit rating and minimum credit rating (where relevant), it is noted that the Central Bank Rules do not prescribe any pre trade eligibility criteria for counterparties to a Fund's Securities Financing Transactions.

From time to time, a Fund may engage repurchase/reverse repurchase agreements counterparties and/or securities lending agents that are related parties to the Depositary or other service providers of the ICAV. Such engagement may on occasion cause a conflict of interest with the role of the Depositary or other service provider in respect of the ICAV. Please refer to the Conflict of Interest section for further details on the conditions applicable to any such related party transactions. The identity of any such related parties will be specifically identified in the relevant Fund's semi-annual and annual reports.

Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of Regulation 103 and Regulation 111 of the Regulations respectively.

Where relevant, the maximum and expected proportion of a Fund's assets that can be subject to Securities Financing Transactions will be set out in the relevant Fund supplement and the most recent semi-annual and annual accounts of the ICAV.

### **Hedged Classes**

The ICAV may (but is not obliged to) enter into certain currency related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular Class into the currency of denomination of the relevant Class for the purposes of efficient portfolio management. Any financial instruments used to implement such strategies with respect to one or more Classes shall be assets/liabilities of a Fund as a whole but will be attributable to the relevant Class and the gains/losses and the costs of the relevant financial instrument will accrue solely to the relevant Class. Any currency exposure of a Class may not be combined with or offset against that of any other Class of a Fund. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. While it is not intended to over-hedge or under-hedge positions may arise due to factors outside the control of the ICAV. Over-hedged positions will not be permitted to exceed 105% of the Net Asset Value of the Class whilst under-hedged positions will not be permitted to fall below 95% of the Net Asset Value of the Class. Hedged positions will be kept under review to ensure that under-hedged/over-hedged positions do not exceed these levels. Furthermore positions will be kept under review to ensure that those positions materially in excess of 100% will not be carried forward from month to month.

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. Investors in a hedged class will not benefit if the class currency falls against the Base Currency of the Fund and/or the currency in which the assets of the Fund are denominated.

### **Dividend Policy**

The dividend policy and information on the declaration and payment of dividends for each Fund will be specified in the relevant Supplement. The Instrument of Incorporation empowers the Manager to declare dividends in respect of any Shares in the ICAV out of the net income of the ICAV being the income of the ICAV from dividends, interest or otherwise and net realised and unrealised gains (i.e. realised and unrealised capital gains net of all realised and unrealised losses) less accrued expenses of the ICAV, subject to certain adjustments.

Dividends which remain unclaimed for six years from the date on which they become payable will be forfeited. On forfeiture such dividends will become part of the assets of the Fund to which they relate. No dividend or other amount payable to any Shareholder shall bear interest against the ICAV.

Dividend proceeds will be paid into the Investor Money Collection Account on the relevant distribution payment date, when they will no longer be considered an asset of the relevant Fund.

### **Investor Money Regulations**

Subscriptions into and redemptions and distributions due from the Fund will be paid into a collection account in the name of the Fund (the "**Investor Money Collection Account**"). Monies in the Investor Money Collection Account to which investors are beneficially entitled will qualify for the protections afforded by the Investor Money Regulations and will be protected from the insolvency of the Administrator and the ICAV. The Investor Money Regulations will only apply to, and the Investor Money Collection Account will only hold, monies received in advance of the issue of shares in the Fund and redemptions and distributions from the Fund following receipt into the Investor Money Collection Account on payment due date. The protections of the Investor Money Regulations do not extend to protect investors from insolvency of the bank with which the Investor Money Collection Account is opened, and in such event investors beneficially entitled to monies in the Investor Money Collection Account will be unsecured creditors of the relevant bank.

### **References to Benchmarks**

Certain Funds may refer to indices within the Supplement of the relevant Funds. 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/ or (ii) a relative VaR measurement. The particular purpose of the index shall be clearly disclosed in the relevant Supplement. Where an index is used for the purposes of (i) above this will constitute use of an index within the meaning of Article 3 (1)(7)(e) of the Benchmark Regulation. Other references to indices, including for example for the purposes of relative VaR measurement as outlined at (ii) above, may not constitute use of an index within the meaning of Article 3 (1)(7)(e) of the Benchmark Regulation. Shareholders should note that the ICAV, the relevant Investment Manager and/or any distributors appointed in respect of a Fund 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 ICAV 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 ICAV will take to nominate a suitable alternative index.

## 1. RISK FACTORS

### General

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

An investment in a Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Prospective Investors are advised that the value of Shares and the income from them may go down as well as up and, accordingly, an investor may not get back the full amount invested and an investment should only be made by persons who can sustain a loss on their investment. Past performance of the ICAV or any Fund should not be relied upon as an indicator of future performance. The difference at any one time between the sale price (to which may be added a sales charge or commission) and the redemption price of Shares (from which may be deducted a redemption fee) means an investment should be viewed as medium to long term. The securities and instruments in which the ICAV invests are subject to normal market fluctuations and other risks inherent in investing in such investments and there can be no assurance that any appreciation in value will occur.

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

### Market Capitalisation Risk

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

### Market Risk

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

### Exchange Control and Repatriation Risk

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

## Emerging Markets Risk

Where a Fund invests in securities in emerging markets, additional risks may be encountered. These include:

Accounting Standards: in emerging markets there is an absence of uniform accounting, auditing and financial reporting standards and practices.

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

Legal: the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. Risks associated with many emerging market legal systems (for example the Russian legal system) include (i) the untested nature of the independence of the judiciary and its immunity from economic, political or nationalistic influences; (ii) inconsistencies among laws, presidential decrees and governmental and ministerial orders and resolutions; (iii) the lack of judicial and administrative guidance on interpreting applicable laws; (iv) a high degree of discretion on the part of government authorities; (v) conflicting local, regional and federal laws and regulations; (vi) the relative inexperience of judges and courts in interpreting new legal norms; and (vii) the unpredictability of enforcement of foreign judgements and foreign arbitration awards. There is no guarantee that further judicial reform aimed at balancing the rights of private and governmental authorities in courts and reducing grounds for re-litigation of decided cases will be implemented and succeed in building a reliable and independent judicial system.

Market Characteristics/ Liquidity and Settlement Risks: in general, emerging markets are still in the early stages of their development, have less volume, are less liquid and experience greater volatility than more established markets and many emerging markets are not highly regulated. When seeking to sell emerging market securities, little or no market may exist for the securities. The combination of price volatility and the less liquid nature of securities markets in emerging markets may, in certain cases, affect a Fund's ability to acquire or dispose of securities at the price and time it wishes to do so, and consequently may have an adverse impact on the investment performance of the Fund. Settlement of transactions may be subject to delay and administrative uncertainties.

Political Risk: the risk of government intervention is particularly high in the emerging markets because of both the political climate in many of these countries and the less developed character of their markets and economies. Government actions in the future could have a significant effect on economic conditions in such countries, which could affect private sector companies and the value of securities in a Fund's portfolio.

Tax: The taxation system in some emerging market countries is subject to varying interpretations, frequent changes and inconsistent enforcement at the federal, regional and local levels. Tax laws and practices in some emerging market countries are at an initial stage of development and are not as clearly established as in more developed countries.

Frontier Markets Risk: Investing in the securities of issuers operating in frontier emerging markets carries a high degree of risk and special considerations not typically associated with investing in more traditional developed markets. In addition, the risks associated with investing in the securities of issuers operating in emerging market countries are magnified when investing in frontier emerging market countries. These types of investments could be affected by factors not usually associated with investments in more traditional developed markets, including risks associated with expropriation and/or nationalisation, political or social instability, pervasiveness of corruption and crime, armed conflict, the impact on the economy of civil war, religious or ethnic unrest and the withdrawal or non-renewal of any licence enabling a Fund to trade in securities of a particular country, confiscatory taxation, restrictions on transfers of assets, lack of uniform accounting, auditing and financial

reporting standards, less publicly available financial and other information, diplomatic development which could affect investment in those countries and potential difficulties in enforcing contractual obligations. These risks and special considerations make investments in securities in frontier emerging market countries highly speculative in nature and, accordingly, an investment in a Fund's shares must be viewed as highly speculative in nature and may not be suitable for an investor who is not able to afford the loss of their entire investment. To the extent that a Fund invests a significant percentage of its assets in a single frontier emerging market country, a Fund will be subject to heightened risk associated with investing in frontier emerging market countries and additional risks associated with that particular country.

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

The value of a Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. As some of the Funds may invest in markets where the trading, settlement and custodial systems are not fully developed, the assets of a Fund which are traded in such markets and which have been entrusted to sub-custodians in such markets may be exposed to risk in circumstances in which the Depositary will have no liability.

### **Changes in Applicable Law**

The ICAV must comply with various legal requirements, including requirements imposed by the securities laws, tax laws and pension laws in various jurisdictions. Should any of those laws change, the legal requirements to which the ICAV and the Shareholders may be subject could differ materially from current requirements.

### **Liquidity Risk**

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

### **Redemption Risk**

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

### **Credit Risk**

There can be no assurance that issuers of the securities or other instruments in which a Fund invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments.

### **Currency Risk**

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

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

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

### **Share Currency Designation Risk**

A Class of Shares of a Fund may be designated in a currency other than the Base Currency of the Fund. 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.

### **Investing in Fixed Income Securities**

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. Lower-rated securities will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Lower-rated securities generally tend to reflect short-term corporate and market developments to a greater extent than higher-rated securities which respond primarily to fluctuations in the general level of interest rates. There are fewer investors in lower-rated securities and it may be harder to buy and sell such securities at an optimum time.

The volume of transactions effected in certain international bond markets may be appreciably below that of the world's largest markets, such as the United States. Accordingly, a Fund's investment in such markets may be less liquid and their prices may be more volatile than comparable investments in securities trading in markets with larger trading volumes. Moreover, the settlement periods in certain markets may be longer than in others which may affect portfolio liquidity.

### **Changes in Interest Rates**

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

### **Amortised Cost Method**

Some or all of the investments of certain Funds may be valued at amortised cost. Investors' attention is drawn to the Section of the Prospectus entitled "Net Asset Value and Valuation of Assets" for further information. In periods of declining short-term interest rates, the inflow of net new money to such Funds from the continuous issue of Shares will likely be invested in portfolio instruments producing lower yields than the balance of such Fund's portfolio, thereby reducing the current yield of the Fund. In periods of rising interest rates, the opposite can be true.

## **Valuation Risk**

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

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

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

## **Derivatives Risk**

### General

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

### Counterparty and Settlement Considerations

A Fund will be exposed to credit risk on the counterparties with which it trades in relation to options, futures, contracts and other derivative financial instruments that are not traded on a Recognised Exchange. Such instruments are not afforded the same protections as may apply to participants trading futures or options on organised exchanges, such as the performance guarantee of an exchange clearing house. A Fund will be subject to the possibility of the insolvency, bankruptcy or default of a counterparty with which the ICAV trades such instruments, which could result in substantial losses to the ICAV and the relevant Fund. The ICAV will be obliged to pay margin deposits and option premiums to brokers in relation to futures and option contracts entered into for each Fund. While exchange traded contracts are generally guaranteed by the relevant exchange, the Fund may still be exposed to the fraud or insolvency of the broker through which the transaction is undertaken. The Investment Manager will seek to minimise this risk by trading only through high quality names.

### Use of Leverage

The use of derivatives to increase the exposure of a Fund to the market or to leverage the Fund, whether by taking positive or short positions, will make the value of the Fund’s investments change more quickly in response to increases or decreases in general market prices than would be the case with an unleveraged fund. If the market recognises the fundamental value the Investment Manager ascribes to a security, or the Investment Manager correctly anticipates the direction in which the market or the specific security price will move, the result will be improved Fund performance by a greater extent than would be possible with an unleveraged fund. Where the Investment Manager

takes short positions, the Fund may even profit when security prices fall. Conversely, if the Investment Manager's assessment of fundamental value or market direction proves to be incorrect, the Fund may be adversely affected to a much greater extent than the actual change in security prices might suggest due to the multiplier effect of using leverage.

#### Liquidity of Futures Contracts

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

#### Forward Trading

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

#### Market Risk

When the Investment Manager purchases a security or an option, the risk of the Fund is limited to the loss of its investment. In the case of a transaction involving futures, forwards, swaps, contracts for difference or writing options, the Fund's liability may be potentially unlimited until the position is closed.

#### **EPM Risk**

The ICAV on behalf of a Fund may employ techniques and instruments relating to transferable securities and/or other financial instruments in which it invests for efficient portfolio management purposes. Many of the risks associated with utilising derivatives will be equally relevant when employing such efficient portfolio management techniques. Investors should also be aware that from time to time, a Fund may engage with repurchase/reverse repurchase agreements counterparties and/or securities lending agents that are related parties to the Depositary or other service providers of the ICAV. Such engagement may on occasion cause a conflict of interest with the role of the Depositary or other service provider in respect of the ICAV. Please refer to section "Conflicts of Interest" for further details on the conditions applicable to any such related party transactions. The identity of any such related parties will be specifically identified in the ICAV or the Fund's semi-annual and annual reports.

#### **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, a Fund reinvesting cash collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

#### **Securities Lending Risk**

As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. The value of the collateral will be maintained to equal or exceed the value of the securities transferred. However there is a risk that the value of the collateral may fall below the value of the securities transferred. In

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

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

The ICAV is established as an umbrella fund with segregated liability between Funds. Under Irish law, the assets of one Fund are not available to satisfy the liabilities of or attributable to another Fund. However, the ICAV may operate or have assets in countries other than Ireland which may not recognise segregation between Funds and there is no guarantee that creditors of one Fund will not seek to enforce one Fund's obligations against another Fund.

### **Changes in the UK Political Environment**

As a result of the UK referendum in June 2016 to leave the EU, the regulatory and political landscape for the UK is uncertain. This may have a detrimental impact on the Investment Manager's ability to implement its investment strategies as intended (due to, among other things, potential greater difficulty in accessing markets and making investments) as well as the Investment Manager's ability to attract and retain employees or enter into agreements or continue to work with non-UK counterparties and service providers. This in turn could have an adverse effect on the ICAV or any Fund, with such adverse effects including increased costs, fewer regulatory protections and lesser returns for Shareholders.

### **Taxation**

The investments of the ICAV will be subject to the laws of the relevant country in which it invests. Levels and bases of taxation in those countries may change. The ICAV may be subject to withholding tax, capital gains tax or other taxes on income and / or gains arising from its investment portfolio, including without limitation taxes imposed by jurisdictions in which the issuer of securities held by the ICAV is incorporated, established or resident for tax purposes. The ICAV may also incur or bear transaction, transfer or other similar taxes in respect of the actual or notional amount of any acquisition, disposal or transaction relating to its investment portfolio. Where the ICAV invests in securities or assets or enters into transactions that are not subject to withholding tax, capital gains tax, transaction or other taxes at the time of acquisition or disposal, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable law, treaties, rules or regulations or the interpretation thereof. The ICAV may not be able to recover any such tax imposed and so any such change could have an adverse effect on the net asset value of the Shares in the ICAV.

The attention of potential investors is drawn to the taxation risks associated with investing in the ICAV in the "Taxation" section below.

### **FATCA Risk**

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. The ICAV is an FFI and, provided it 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 ICAV 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 ICAV will be able to satisfy these

obligations. In order to satisfy its FATCA obligations, the ICAV will require certain information from investors in respect of their FATCA status. If the ICAV 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 ICAV.

## **Depositary Risk**

If a Fund invests in assets that are financial instruments that can be held in custody ("**Custody Assets**"), the Depositary is required to perform full safekeeping functions and will be liable for any loss of such assets held in custody unless it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. In the event of such a loss (and the absence of proof of the loss being caused by such an external event), the Depositary is required to return identical assets to those lost or a corresponding amount to the Fund without undue delay.

If a Fund invests in assets that are not financial instruments that can be held in custody ("**Non-Custody Assets**"), the Depositary is only required to verify the Fund's ownership of such assets and to maintain a record of those assets which the Depositary is satisfied that the Fund holds ownership of. In the event of any loss of such assets, the Depositary will only be liable to the extent the loss has occurred due to its negligent or intentional failure to properly fulfil its obligations pursuant to the Depositary Agreement.

As it is likely that the Funds may each invest in both Custody Assets and Non-Custody Assets, it should be noted that the safekeeping functions of the Depositary in relation to the respective categories of assets and the corresponding standard of liability of the Depositary applicable to such functions differs significantly.

The Funds enjoy a strong level of protection in terms of Depositary liability for the safekeeping of Custody Assets. However, the level of protection for Non-Custody Assets is significantly lower. Accordingly, the greater the proportion of a Fund invested in categories of Non-Custody Assets, the greater the risk that any loss of such assets that may occur may not be recoverable. While it will be determined on a case-by-case whether a specific investment by the Fund is a Custody Asset or a Non-Custody Asset, generally it should be noted that derivatives traded by a Fund over-the-counter will be Non-Custody Assets. There may also be other asset types that a Fund invests in from time to time that would be treated similarly. Given the framework of Depositary liability under UCITS V, these Non-Custody Assets, from a safekeeping perspective, expose the Fund to a greater degree of risk than Custody Assets, such as publicly traded equities and bonds.

## **CRS Risk**

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 been effective 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 ICAV 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 ICAV 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 ICAV, or a person appointed by the ICAV, 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 ICAV.

### **Operational Risks (including Cyber Security and Identity Theft)**

An investment in a Fund, like any fund, can involve operational risks arising from factors such as processing errors, human errors, inadequate or failed internal or external processes, failure in systems and technology, changes in personnel, infiltration by unauthorised persons and errors caused by service providers such as the Manager, the Investment Manager or the Administrator. While the Funds seek to minimise such events through controls and oversight, there may still be failures that could cause losses to a Fund.

The Manager, the Investment Manager, Administrator and Depositary (and their respective groups) each maintain appropriate information technology systems. However, like any other system, these systems could be subject to cyber security attacks or similar threats resulting in data security breaches, theft, a disruption in the Investment Manager's, Administrator's and/or Depositary's service or ability to close out positions and the disclosure or corruption of sensitive and confidential information. Notwithstanding the existence of policies and procedures designed to detect and prevent such breaches and ensure the security, integrity and confidentiality of such information as well as the existence of business continuity and disaster recovery measures designed to mitigate any such breach or disruption at the level of the ICAV and its delegates, such security breaches may potentially also result in loss of assets and could create significant financial and or legal exposure for the ICAV.

### **Risk Factors Not Exhaustive**

The investment risks set out in this Prospectus do not purport to be exhaustive and potential investors should be aware that an investment in the ICAV or any Fund may be exposed to risks of an exceptional nature from time to time. Please review the particular Fund Supplement for specific risks associated with each particular Fund.

## 2. MANAGEMENT AND ADMINISTRATION

The Directors of the ICAV are described below:

### Directors:

**David Straker-Smith, (British);** Mr Straker-Smith has an extensive financial/banking background in a wide range of financial instruments. He joined Gerrard & National Limited in 1980. He worked in their Hong Kong office where he was responsible for their proprietary equity activities before becoming managing director of that office. In April 1990 he became a director of Gerrard & National Limited responsible for all proprietary trading excluding fixed interest. In 1996 he joined ING Barings Securities Limited where he worked in its sales department. In March 1998 he was appointed Head of Equity Sales for East and Central Europe and the Middle East. In 1999 he joined CrossBorder to develop alternative investment activities.

**Philip McEnroe, (Irish Resident);** Mr McEnroe has over 20 years' experience in asset management as a portfolio advisor with one of Ireland's leading asset managers, and as a manager of multi-asset, multi-manager alternative investment funds for GlobalReach Securities Limited. Mr McEnroe is currently a director of RGS Capital Partners Limited. He has been a director of regulated investment business firms in Ireland since 1999, and has operated under the MiFID regulations since 2007, and AIFMD since 2013. With extensive global fund structuring experience he has developed fund solutions for banks and asset managers in traditional and alternative mandates, including: vehicle design; the regulatory approval process and the negotiation of counterparty and service provider commercial agreements. In addition to managing funds, he has participated in developing fund distribution channels primarily in the UK, Europe and Asia, including: pension; platform; insurance companies and family office investors. Philip sits on the board of one of Ireland's largest AIFM's, and is a member of the Investment Committee with oversight of funds across a diverse range of underlying strategies including: equity, fixed interest; real estate, together with other alternative strategies, including: alternative equity; global macro; credit, senior loan and loan origination funds. Mr McEnroe holds a Masters of Business Studies Degree (Finance) and a Bachelor of Commerce Degree from University College Dublin. He is a former lecturer to the Institute of Bankers in Ireland and is a Member of the Institute of Directors in Ireland.

**Karl McEneff, (Irish Resident);** Mr McEneff was a founding member of Daiwa's Irish operations in 1990, which were subsequently acquired by Sumitomo Mitsui Trust Bank "SMTB" pursuant to an agreement dated 28th June 2012 between Daiwa Securities Group Inc. and SMTB. Mr McEneff has held various senior managerial and executive positions over this time. He has played a leading role in the development of initiatives for the servicing of offshore funds, particularly in the specialist area of hedge and alternative investment funds structured as UCITS and AIFs. He was responsible for growing Daiwa's Irish operations to support servicing assets of US\$45Bn and building headcount to 250 personnel across a number of locations. Mr McEneff resigned as CEO/ Executive Director of SMTFSIL and Chairman of the Board on 28th February 2015. He continues as a member of the Board in a non-executive capacity. Mr McEneff sits as a non-executive director for a number of international promoters. Prior to 1990, Mr McEneff worked with Davy Stockbrokers from 1983 to 1990 and with Allied Irish Banks from 1972 to 1983.

**Killian Buckley, (Irish Resident);** Mr Buckley is managing director and responsible for regulatory and compliance consulting services in Duff and Phelps in Ireland, having set up the original Kinetic Partners office in 2005. Mr Buckley acts as Director, Designated Person and MLRO of a number of UCITS funds. A graduate of Trinity College Dublin and the Michael Smurfit Graduate School of Business, Mr Buckley sits on a number of Irish Funds industry working groups, and was previously Co-Chair of its Marketing Committee.

The business address of the Directors for the purpose of this Prospectus is the registered office of the ICAV as set out in the Directory.

None of the Directors have had any convictions in relation to indictable offences, been involved in any bankruptcies, individual voluntary arrangements, receiverships, compulsory liquidations, creditors voluntary liquidations, administrations, company or partnership voluntary arrangements, any composition or arrangements with its creditors generally or any class of its creditors of any company where they were a director or partner with an executive function, nor have had any public criticisms by statutory or regulatory authorities (including recognised professional bodies) nor has any director ever been disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company.

## **The Manager**

The ICAV has appointed New Vision Management Limited to act as manager to the ICAV and each Fund with power to delegate one or more of its functions subject to the overall supervision and control of the ICAV. The Manager is a private limited company and was incorporated in Ireland on 5 January 2010 and is not part of a group structure. The authorised share capital of the Manager is €10,000,000. The Manager is authorised and regulated by the Central Bank.

The Central Bank Regulations introduce the concept of the responsible person, being the party responsible for compliance with the relevant requirements of the Central Bank Regulations on behalf of a particular Irish authorised UCITS. The Manager has assumed the role of the responsible person for the ICAV. The Manager is responsible for the general management and administration of the ICAV's affairs and for ensuring compliance with the UCITS Regulations, including investment and reinvestment of each Fund's assets, having regard to the investment objective and policies of each Fund. However, pursuant to the Administration Agreement, the Manager has delegated certain of its administration and transfer agency functions in respect of each Fund to the Administrator. Pursuant to each Investment Management Agreement, the Manager has delegated certain investment management functions in respect of each Fund to the relevant Investment Manager.

The directors of the Manager are:

**Paul Phelan, (Irish Resident);** Mr Phelan has 25 years' experience in financial markets and has been a Director of regulated investment firms, and an approved individual by the Central Bank since 1995. Mr Phelan also serves as a non-executive Director to a number of investment funds and hedge funds, managed by authorised firms, including Irish and non-Irish domiciled funds, UCITS and non-UCITS funds. Mr Phelan previously served as an Executive Director of the following investment management companies: Gandon Fund Management, IIU Asset Strategies.

**Michael Howell;** Mr Howell was educated at Bristol and London Universities, where he graduated with a Masters Degree in Economics, specializing in finance and econometrics. From 1979 – 1982 he worked as a corporate planner at Blue Circle Industries. Between 1982-1985 he worked at Laing & Cruickshank Investment Management Limited as an investment analyst. From 1986-1992 Mr Howell was Research Director at Salomon Brothers (London). From 1992- 1996 he was Head of Research at Baring Securities. In 1996 he left Baring Securities to become a co-founder of CrossBorder. Mr Howell is a qualified US Supervisory Analyst.

**David Straker-Smith;** Mr Straker-Smith's biographical details are set out above under the heading "Directors of the ICAV".

**Killian Buckley, (Irish Resident);** Mr Buckley's biographical details are set out above under the heading "Directors of the ICAV".

The secretary of the Manager is MFD Secretaries Limited, 32 Molesworth Street, Dublin 2, Ireland.

The ICAV is managed by the Manager who will review the activities of the Administrator, the Investment Manager(s) and the Distributor(s) and decide upon matters of general policy.

## **Investment Manager(s)**

Details of the Investment Manager(s) appointed in respect of the relevant Fund are contained in the Supplement for the relevant Fund.

Details of any sub-investment manager appointed by an Investment Manager will be provided to Shareholders on request and will be disclosed in the periodic reports issued by the ICAV. Such sub-investment managers shall generally be paid by the relevant Investment Manager out of its fee and not out of the assets of the relevant Fund. In the event that a sub-investment manager is paid directly by the relevant Fund, details relating to that sub-investment manager shall be set out in the Supplement for the relevant Fund.

## **Platform Arranger and Distributor**

GRS Capital Partners Limited serves as the platform arranger of the ICAV with its registered offices at 26 Red Lion Square, London, United Kingdom, WC1R 4AG and business address at Audley House, 13 Palace Street, London, SW1 E5HX. The Platform Arranger is a MiFID approved firm, authorised and regulated by the Financial Conduct Authority and incorporated in England and Wales on 31 October 2016. The Platform Arranger provides investment management, promotion and distribution services to domestic and international clients, with assets under discretionary and advisory mandates of over \$2 billion. The Platform Arranger has wide network of existing relationships with numerous investment managers and will seek to promote and introduce the ICAV to prospective investment managers who may act as investment manager to a particular sub-fund of the ICAV. The Platform Arranger will also undertake due diligence on such investment managers as may be appointed by the ICAV.

The Platform Arranger may also act as distributor to certain Funds of the ICAV. The Platform Arranger is the entity that primarily promotes the ICAV.

The Manager may appoint additional non-exclusive distributors in respect of the Shares of the ICAV or a specific Fund in accordance with the Central Bank Rules any distribution fees may be payable out of the fees of the Manager or out of the assets of the relevant Fund, details of which will be set out in the Supplement for the relevant Fund.

## **Administrator and Registrar**

Pursuant to the Administration Agreement, the Manager has appointed MUFG Fund Services (Ireland) Limited as administrator, registrar and transfer agent of the ICAV and each Fund.

The Administrator is licensed to provide fund administration services by the Central Bank. The Administrator is authorised under Section 10 of the Investment Intermediaries Act to provide administration services to collective investment schemes either domiciled in Ireland or offshore, including valuation services, fund accounting services, transfer agency and share/unit registry. The Administrator is a member of the Mitsubishi UFJ Financial Group of companies (the "**MUFJ Group**").

Pursuant to the Administration Agreement, the Administrator is responsible, subject to the ultimate supervision of the Directors, for certain matters pertaining to the administration for the ICAV, including: (i) maintaining each Fund's accounts, (ii) calculating the ICAV and each Fund's net asset value, (iii) maintaining the ICAV's principal corporate records, (iv) communicating with Shareholders, (v) accepting the subscriptions of new Shareholders, (vi) making redemptions of Shares, (vii) maintaining the register of Fund investments, (viii) executing sub-fund subscriptions and redemptions as instructed by the ICAV, (ix) and ensuring compliance with Irish law and regulation (including anti-money laundering regulations).

The Administration Agreement also provides for indemnification of the Administrator and its directors, officers, delegates and employees against any liability, actions, proceedings, claims, demands, costs or expenses whatsoever (other than those resulting from negligence, wilful default or actual fraud on

its part or on the part of its directors, officers, delegates or employees) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties thereunder. The Administration Agreement may be terminated by the ICAV or the Administrator upon 90 days' written notice. Under the Administration Agreement, the Administrator may delegate its services to its affiliates within the MUFJ Group and with the consent of the ICAV, to third parties subject to the requirements of the Central Bank.

The Administrator is a service provider of the ICAV and, as such, bears no responsibility for the content of this Prospectus, the investments of the ICAV, the performance of the ICAV or any other fund in which it invests nor any matter other than as specified in the Administration Agreement.

The Directors and not the Administrator, are responsible for determining that the Shares of a Fund are marketed and sold in compliance with all applicable securities, tax and other laws. Furthermore, the Administrator shall bear no responsibility for the compliance by a Fund and its investors with securities, tax, and other laws applicable to them.

## **Depository**

The ICAV has appointed Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A., acting through its Dublin branch of Ormonde House, 12 – 13 Lower Lesson Street as Depository of all of its assets pursuant to the Depository Agreement.

Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A. is registered as a public limited company in Luxembourg under number B11937 and is authorised as an EU credit institution. It is regulated by the Commission de Surveillance du Secteur Financier. The registered office of Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A. is 287 – 289 route d'Arlon I-1150 Luxembourg.

The Dublin branch of Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A. is registered at the Companies Registration Office under number 907648 and is regulated by the Central Bank. The Depository provides services to collective investment schemes established in a number of jurisdictions. The principal activity of the Depository is to act as the Depository and trustee of the assets of collective investment schemes. The Depository is authorised by the Central Bank.

The Depository's principal duties under the UCITS Regulations are as follows:

- (a) ensuring that the Funds' cash flows are properly monitored;
- (b) safekeeping of the Funds' assets, including, inter alia, verification of ownership;
- (c) ensuring that the issue, redemption, cancellation and valuation of Shares are carried out in accordance with the Instrument of Incorporation and applicable law, rules and regulations;
- (d) ensuring that in transactions involving the Funds' assets, any consideration is remitted to the relevant Fund within the usual time limits;
- (e) ensuring that the Funds' income is applied in accordance with the Instrument of Incorporation, applicable law, rules and regulations; and
- (f) carrying out instructions of the ICAV unless they conflict with the Instrument of Incorporation or applicable law, rules and regulations.

The Depository is also obliged to enquire into the conduct of the ICAV in each financial year and report thereon to the Shareholders.

Under the terms of the Depository Agreement, the Depository may delegate its safekeeping obligations provided that (i) the services are not delegated with the intention of avoiding the requirements of the UCITS Regulations, (ii) the Depository 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. As at the date of this Prospectus, the Depositary has delegated to its global sub-custodian, Brown Brothers Harriman (Luxembourg) SCA ("**BBH Lux**"), the responsibility for the safekeeping of certain of the Fund's assets. BBH Lux has sub-delegated safekeeping tasks to the delegates whose names are available at <http://www.lu.tr.mufg.jp/about/depositaryservices.html>.

From time to time conflicts may arise between the Depositary, and persons to whom it has delegated safekeeping duties, for example where an appointed delegate or sub-delegate is an affiliated group company which receives remuneration for another safekeeping service it provides to the ICAV. The Depositary and/or its affiliates may receive fees for settlement and administrative services provided to collective investment schemes (including money market funds) units or shares of which the Depositary and/or its affiliates may subscribe for on behalf of the ICAV. The Depositary and/or its affiliates shall not be liable to account to the relevant Fund for any profits or benefits made or derived by or in connection with any such subscription.

In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will have regard to applicable laws.

Up-to-date information on identity of the Depositary, the Depositary's duties, delegations and sub-delegations and related conflicts of interest may be requested from the Depositary by Shareholders. The Depositary is liable to the ICAV and the Shareholders for the loss by the Depositary or a third party to whom the safekeeping of financial instruments held in custody has been delegated. In the case of such a loss of a financial instrument held in custody, the Depositary shall return a financial instrument of identical type or the corresponding amount to the ICAV or the Manager acting on behalf of the ICAV without undue delay. The Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary is also liable to the ICAV and the Shareholders for all losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the UCITS Regulations.

The Depositary Agreement provides that it will continue in force unless and until terminated by either party giving not less than 90 days' prior written notice to the other, although termination may be immediate in certain circumstances provided that the Depositary's appointment may not be terminated nor may the Depositary retire from its appointment unless a replacement has been approved by the Central Bank or the authorisation of the ICAV has been revoked by the Central Bank. The Depositary Agreement contains certain indemnities in favour of the Depositary and its delegates excluding matters for which it is liable under the UCITS Regulations in the performance of its duties.

Where provided for in the relevant Supplement, a Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the ICAV which are traded in such markets and which have been entrusted to sub-custodians in circumstances where the use of sub-depositaries is necessary may be exposed to risk in circumstances whereby the Depositary will have no liability.

Shareholders of the ICAV may, directly or indirectly through the ICAV, invoke claims relating to the liability of its Depositary 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.

## Paying Agents/Representatives

Local laws/regulations in EEA member states may require the appointment of Paying Agents and maintenance of accounts by such Agents through which subscription and redemption monies or dividends may be paid. Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to the Depositary (e.g. a Paying Agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Depositary for the account of the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder. Fees and expenses payable to a Paying Agent appointed by the ICAV on behalf of the relevant Fund, which will be at normal commercial rates, will be borne by the relevant Fund in respect of which a Paying Agent has been appointed. All Shareholders of the relevant Fund on whose behalf a Paying Agent is appointed may avail of the services provided by Paying Agents appointed by the ICAV.

## Conflicts of Interest

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

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

There is no prohibition on transactions with the ICAV by the Manager, the Investment Manager, the Administrator, the Depositary, the Distributor or entities related to each of the Manager, the Investment Manager, the Administrator, the Depositary or the Distributor including, without limitation, holding, disposing or otherwise dealing with Shares issued by or property of the ICAV and none of them shall have any obligation to account to the ICAV for any profits or benefits made by or derived from or in connection with any such transaction provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length, are consistent with the best interests of the Shareholders of that Fund and:

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

Each of the Connected Parties must prepare a report of any transactions entered into by that Party in respect of a Fund for inclusion in the Fund's semi-annual and annual report. This report must include

a list of all transactions, by type, the name of the Party and where relevant, fees paid to that Party in connection with the transaction.

The Depositary (or in the case of a transaction involving the Depositary, the Directors) shall document how it complied with paragraphs (a), (b) and (c) above and where transactions are conducted in accordance with paragraph (c), the Depositary (or in the case of a transaction involving the Depositary, the Directors), must document the rationale for being satisfied that the transaction conformed to the principles outlined above.

Potential conflicts of interest may arise from time to time from the provision by the Depositary and/or its affiliates of other services to the ICAV and/or other parties. For example, the Depositary and/or its affiliates may act as the depositary, trustee, custodian and/or administrator of other funds. It is therefore possible that the Depositary (or any of its affiliates) may in the course of its business have conflicts or potential conflicts of interest with those of the ICAV and/or other funds for which the Depositary (or any of its affiliates) act.

Where a conflict or potential conflict of interest arises, the Depositary will have regard to its obligations to the ICAV and will treat the ICAV and the other funds for which it acts fairly and such that, so far as is practicable, any transactions are effected on terms which are not materially less favourable to the ICAV than if the conflict or potential conflict had not existed. Such potential conflicts of interest are identified, managed and monitored in various other ways including, without limitation, the hierarchical and functional separation of the Depositary's functions from its other potentially conflicting tasks and by the Depositary adhering to its "Conflicts of Interest Policy" (a copy of which can be obtained on request from the head of compliance for the Depositary).

Each Connected Party will provide the ICAV with relevant details of each transaction (including the name of the party involved and where relevant, fees paid to that party in connection with the transaction) in order to facilitate the ICAV discharging its obligation to provide the Central Bank with a statement within the relevant Fund's annual and semi-annual reports in respect of all Connected Party transactions.

The preceding list of potential conflicts of interest does not purport to be a complete enumeration or explanation of all of the conflicts of interest that may be involved in an investment in the ICAV

### **Soft Commissions**

The Investment Manager may effect transactions with or through the agency of another person with whom the Investment Manager or an entity affiliated to the Investment Manager has arrangements under which that person will, from time to time, provide to or procure for the Investment Manager and/or an affiliated party goods, services or other benefits such as research and advisory services, specialised computer hardware or software. No direct payment may be made for such goods or services but the Investment Manager may undertake to place business with that person provided that person has agreed to provide best execution with respect to such business and the services provided must be of a type which assists in the provision of investment services to the ICAV. Where appropriate, any such arrangements will comply with the requirements of Article 11 of the MiFID II Delegated Directive.

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

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

Where the ICAV, the Manager or Investment Manager, or any of their delegates, successfully negotiates the recapture of a portion of the commissions charged by brokers or dealers in connection with the purchase and/or sale of securities, FDI or techniques and instruments for the ICAV or a Fund, the rebated commission shall be paid to the ICAV or the relevant Fund as the case may be.

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

#### **Establishment Expenses**

All fees and expenses relating to the establishment and organisation of the ICAV have been discharged. The costs of establishing additional Funds will be borne by the relevant Fund.

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

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

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

Details of the fees and expenses payable to the Manager in respect of each Fund will be disclosed in the Supplement.

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

Details of the fees and expenses payable to an Investment Manager in respect of a Fund will be disclosed in the Supplement.

#### **Platform Arranger's Fees**

Details of the fees and expenses payable to the Platform Arranger, if any, in respect of a Fund will be disclosed in the Supplement.

#### **Administrator's Fees**

Details of the fees and expenses payable to the Administrator in respect of each Fund will be disclosed in the relevant Supplement.

## **Depository's Fees**

Details of the fees and expenses payable to the Depository in respect of each Fund will be disclosed in the relevant Supplement.

## **Distributor's Fees**

The Distributor's Fees which are normally due under the Distribution Agreement (including any reasonably incurred expenses) may be paid out of the assets of a relevant Fund where this is disclosed in the relevant Supplement.

## **Paying Agents Fees**

Fees and expenses of Paying Agents appointed by the ICAV or a Fund which will be at normal commercial rates together with VAT, if any, thereon will be borne by the ICAV or the Fund in respect of which a Paying Agent has been appointed.

## **Preliminary Charge**

The ICAV may charge a preliminary charge of up to 5% of the value of the shares being acquired. Any preliminary charge will be payable to the ICAV or as it may direct. Details of the preliminary charge, if any, will be specified in the relevant Supplement.

## **Redemption Charge**

The ICAV may charge a redemption charge of up to 3% of the value of the Shares being redeemed. Any repurchase charge will be payable to the ICAV or as it may direct. Details of the redemption charge, if any, will be specified in the relevant Supplement. In the event of a redemption fee being charged, Shareholders should view their investment as medium to long-term.

## **Conversion Charge**

The ICAV may charge a fee on the conversion of Shares in any Fund or in any Class to Shares in another Fund or Class up to a maximum of 5% of the Net Asset Value of Shares in the new Fund or Class as outlined below under the heading "Conversion of Shares".

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

The Manager reserves the right to impose an anti-dilution levy representing a provision for market spreads (the difference between the prices at which assets are valued and/or bought and sold), duties and charges and other dealing costs relating to the acquisition or disposal of assets and to preserve the value of the underlying assets of a Fund, in the event of receipt for processing of net subscription or redemption requests exceeding 5% of the Net Asset Value of a Fund including subscriptions and/or redemptions which would be effected as a result of requests for conversion from one Fund into another Fund. Any such provision will be an additional charge payable by the relevant Shareholder(s) in the case of net subscription requests exceeding 5% of the Net Asset Value of the Fund and will be an additional charge deducted from the redemption proceeds payable to the relevant Shareholder(s) in the case of net redemption requests exceeding 5% of the Net Asset Value of the Fund, including the price of Shares issued or redeemed as a result of requests for conversion. Any such sum will be paid into the account of the relevant Fund.

## **Directors' Fees**

The Instrument of Incorporation authorise the Directors to charge a fee for their services at a rate determined by the Directors up to a maximum fee per Director of €25,000 per annum for the first Fund and an additional €5,000 per annum for each additional Fund and may be entitled to special

remuneration if called upon to perform any special or extra services to the ICAV. All Directors will be entitled to reimbursement by the ICAV of expenses properly incurred in connection with the business of the ICAV or the discharge of their duties.

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

All fees, expenses, duties and charges will be charged to the relevant Fund and within such Fund to the Classes in respect of which they were incurred. Where an expense is not considered by the Directors to be attributable to any one Fund, the expense will normally be allocated to all Funds in proportion to the Net Asset Value of the Funds or otherwise on such basis as the Directors deem fair and equitable. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees or expenses on an estimated figure for yearly or other periods in advance and accrue them in equal proportions over any period.

### **Fee Increases**

The rates of fees for the provision of services to any Fund or Class may be increased within the maximum levels stated above so long as advanced written notice of the new rate(s) is given to Shareholders of the relevant Fund or Class.

## 4. SUBSCRIPTION, REDEMPTION & CONVERSION OF SHARES

### Subscription for Shares

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

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

The Directors have power under the Instrument of Incorporation to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of any restrictions imposed by them or in breach of any law or regulation.

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

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

Any subscription monies which are received by the Administrator prior to investment in a Fund will be held in the Investor Money Collection Account and will not form part of the assets of the relevant Fund until such monies are transferred from the Investor Money Collection Account to the account of the relevant Fund.

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

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

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

- (a) to the extent that there is a delay between a change in the value of a Fund’s portfolio holdings and the time when that change is reflected in the Net Asset Value per Share, a Fund is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming Shares at a Net Asset Value which does not reflect appropriate fair value prices. The Directors seek to deter and prevent this activity, sometimes referred to as “stale price arbitrage”, by the appropriate use of its power to adjust the value of any investment having regard to relevant considerations in order to reflect the fair value of such investment.
  
- (b) the Directors may monitor Shareholder account activities in order to detect and prevent excessive and disruptive trading practices and reserves the right to exercise its discretion to reject any subscription or conversion transaction without assigning any reason therefore and without payment of compensation if, in its judgement, the transaction may adversely affect the interest of a Fund or its Shareholders. The Directors may also monitor Shareholder account activities for any patterns of frequent purchases and sales that appear to be made in response to short-term fluctuations in the Net Asset Value per Share and may take such action as it deems appropriate to restrict such activities including, if it so determines, levying a redemption fee of up to 3% of the Net Asset Value of Shares the subject of a redemption request.

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

## **Application for Shares**

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

Initial applications should be made using an Application Form which may be sent by facsimile or email (sending a signed scanned copy of the Application Form) or such other means as may be prescribed by the Directors and approved by the Administrator from time to time in accordance with the Central Bank Rules, subject to prompt transmission to the Administrator of the original signed Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the ICAV or its delegate. Subsequent applications to purchase Shares following the initial subscription may be made to the Administrator by facsimile, or email, or other electronic means or sending a signed scanned/faxed copy of the Application Form.

Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder.

If payment in full in respect of the issue of Shares has not been received by the relevant time on the relevant Settlement Date or within a reasonable period thereafter, or in the event of non-clearance of funds, the allotment of Shares made in respect of such application may, at the discretion of the Directors, be cancelled, or, alternatively, the applicant may be charged interest together with an administration fee. In addition the Directors will have the right to sell all or part of the applicant's holdings of Shares in the Fund.

### Fractions

Subscription monies representing less than the subscription price for a Share will not be returned to the investor but will be retained as part of the assets of the relevant Fund. Fractions of Shares may be issued up to 6 decimal places (rounded naturally).

### Method of Payment

Subscription payments net of all bank charges should be paid by telegraphic or electronic transfer to the bank account specified in the Application Form. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

### Currency of Payment

Subscription monies are payable in the currency of the relevant Class in the Fund.

### In Specie Subscriptions

The Directors may, at their discretion, accept payment for Shares in a Fund by a transfer in specie of assets, the nature of which must comply with the investment objective, policy and restrictions of the relevant Fund and the value of which shall be determined by the Directors, in accordance with the Articles and the valuation principles set out herein. Shares will not be issued until the investments have been vested or arrangements are made to vest the investments with the Depositary or its sub-custodian and the Depositary shall be satisfied that the terms of such exchange shall not be such as are likely to result in any material prejudice to the existing Shareholders. The number of Shares to be issued in this manner shall not exceed the amount that would have been issued for a cash amount equivalent to the value of the investments received. Any prospective investor wishing to subscribe for Shares by a transfer in specie of assets will be required to comply with any administrative and other arrangements for the transfer specified by the ICAV, the Depositary or the Administrator. Any in specie transfer will be at the specific investor's risk and the costs of such a transfer will be borne by the specific investor.

### Timing of Payment

Payment in respect of subscriptions must be received in cleared funds by the Administrator by the relevant Settlement Date. The ICAV reserves the right to defer the issue of Shares until receipt of cleared subscription monies has been received. If payment in cleared funds in respect of a subscription has not been received by the relevant Settlement Date, the Directors may (and in the event of non-clearance of funds, shall) cancel the allotment and/or charge the investor interest at the relevant overdraft interest rate as charged on the subscription account +1%, which will be paid into the relevant Fund together with an administration fee of €100, which is payable to the ICAV. The Directors may waive either of such charges in whole or in part. In addition, the ICAV has the right to sell all or part of the investor's holdings of Shares in any fund in order to meet such charges.

## Confirmation of Ownership

Confirmation of each purchase of Shares will be sent to Shareholders as soon as possible following the relevant Dealing Day. Title to Shares will be evidenced by the entering of the investor's name on the ICAV's register of shareholders and no certificates will be issued.

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

## Anti-Money Laundering and Countering Terrorist Financing Measures

The ICAV and the Administrator are required to comply with applicable legislation or regulations aimed at the prevention of money laundering and combating of terrorist financing ("**AML Regime**"). The Administrator and the ICAV has also adopted global policies and procedures which uses the best practices of international and European initiatives to counter money laundering and terrorist financing which may be of a standard that is higher than required under the AML Regime (each respectively an "**AML Policy**"). In accordance with the AML Regime and the AML Policy, the Administrator or the ICAV may require subscribers to provide evidence to verify their identity and source of funds. Where permitted, and subject to certain conditions, the ICAV or the Administrator may also delegate the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) to a suitable person, within or outside the jurisdiction.

Although certain due diligence exceptions may be available under the AML Regime, the ICAV and the Administrator on the ICAV's behalf, reserve the right to request such information as is necessary to verify the identity of a prospective investor (i.e. a subscriber or a transferee) in accordance with the AML Policy.

Any information obtained from the investor, or in relation to the investor, ICAV or its business, may be disclosed by the ICAV or the Administrator to third parties, within or outside the jurisdiction, including, inter alia, affiliates, service providers and/or regulatory, legal, fiscal and administrative authorities, in the course of conduct of business of the ICAV or the Administrator.

In the event of delay or failure on the part of the subscriber in producing any information required for verification purposes required under the AML Regime or the AML Policy, the ICAV or the Administrator on the ICAV's behalf, may refuse to accept the application or forcibly redeem the subscriber's position, in which case any funds received will be returned without interest in due course to the account from which they were originally debited, or dealt with by the ICAV or the Administrator in compliance with the AML Regime or the AML Policy.

The ICAV and the Administrator on the ICAV's behalf, also reserve the right to refuse to make any redemption or dividend payment to a Shareholder if the Directors or the Administrator suspect or are advised that the payment of redemption or dividend proceeds to such Shareholder may be non-compliant with the AML Regime or any other applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the ICAV or the Administrator with the AML Regime, the AML Policy or any other applicable laws or regulations.

The Criminal Justice (Money Laundering and Terrorist Financing) Act, 2010, as amended, imposes obligations on both the ICAV and the Administrator to implement risk based and adequate measures to prevent and detect Money Laundering and Terrorist Financing which includes measures to verify the identity and address of all Shareholders and in some instances the beneficial owner on whose behalf a Shareholder holds Shares. Under the Administration Agreement, the Directors have appointed the Administrator to obtain the documentation necessary to verify the identity of each Shareholder. The application of this risk based approach dictates that in certain circumstances the Administrator will be required to apply enhanced customer due diligence to certain investor types e.g. Politically Exposed Persons or other investors who have been assessed as falling within a high

risk category. The Administrator reserves the right to request, at the time of an application for Shares and at any time whilst an investor holds Shares including at the time of redemption of such Shares such information as may be necessary to verify the identity and address of that Shareholder and any beneficial owner on whose behalf such Shares are held.

Typically the Administrator will require customer due diligence documentation on the investor's first application to subscribe for Shares. However, as a result of regulatory changes or in relation to a redemption, or otherwise, the Administrator may require continuing due diligence to be carried out and accordingly the Administrator reserves the right to request any information at any time as may be necessary to verify the identity of a Shareholder or any beneficial owner of Shares.

The Directors have authorised the Administrator to request such information and documentation as it considers is necessary to verify the identity and address of any applicant. Where a subscription is being made through a regulated intermediary, and the intermediary operates within a country recognised by applicable law as having anti-money laundering regulations equivalent to Ireland, the Administrator may be entitled to apply simplified customer due diligence to such an investor or rely on written representations from the regulated intermediary with respect to the underlying prospective investor, but will also have to conduct ongoing monitoring of the investor for anti-money laundering purposes.

The Administrator will notify prospective investors as to the types of evidence of their identity that are required. By way of example only, an individual may be required to produce a copy of a passport or identification card duly certified by a particular person or entity (such as a lawyer or notary public), together with evidence of their address (such as a utility bill or bank statement). A corporate subscriber may be required to produce a certified copy of its certificate of incorporation (including any name change) and memorandum and articles of association (or equivalent) as well as the names and residential addresses of all directors and beneficial owners as defined by the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010.

The details given above are by way of example only and the Administrator will request such information and documentation as it considers is necessary to verify the identity and address of each applicant. In the event of delay or failure by the applicant to produce any information required by the Administrator to verify the applicant's identity, the Administrator may refuse to accept the application and return any subscription funds received without interest and at the cost of the applicant to the account from which such funds were originally debited. If Shares have been issued to a Shareholder who has not provided the documentation necessary to verify their identity, the Administrator will process any redemption requests, but will withhold the redemption proceeds belonging to such Shareholder. Prospective investors should note specifically redemption proceeds will not be paid to a third party account.

Each applicant acknowledges and agrees that the ICAV, the Directors and the Administrator shall be held harmless against any loss arising as a result of a refusal to process such applicant's subscription application or any delay in the payment of redemption proceeds if such information and documentation as has been requested by the Administrator has not been provided by such applicant.

### Data Protection

Prospective investors should note that, by virtue of making an investment in the ICAV and the associated interactions with the ICAV 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 ICAV 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 ICAV and its affiliates and delegates with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

The ICAV has prepared a Data Protection Disclosure Statement ("**DPDS**") outlining the ICAV's data

protection obligations and the data protection rights of individuals under the Data Protection Legislation.

All new investors shall receive a copy of the DPDS as part of the process to subscribe for Shares in the ICAV and a copy of the DPDS was sent to all existing investors in the ICAV that subscribed before the Data Protection Legislation came into effect.

The DPDS contains information on the following matters in relation to data protection:

- (a) that investors will provide the ICAV with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation;
- (b) that the ICAV shall act as a data controller in respect of this personal data and the fact that affiliates and delegates, such as the Administrator, the Investment Manager and the Distributor may act as data processors;
- (c) a description of the lawful purposes for which the personal data may be used, namely (i) where this is necessary for the performance of the contract to purchase Shares in the ICAV; (ii) where this is necessary for compliance with a legal obligation to which the ICAV is subject; and/or (iii) where this is necessary for the purposes of the legitimate interests of the ICAV or a third party and such legitimate interests are not overridden by the individual's interests, fundamental rights or freedoms;
- (d) details on the transmission of personal data, including (if applicable) to entities located outside the EEA;
- (e) details of data protection measures taken by the ICAV;
- (f) an outline of the various data protection rights of individuals as data subjects under the Data Protection Legislation;
- (g) information on the ICAV's policy for retention of personal data; and
- (h) contact details for further information on data protection matters.

Given the specific purposes for which the ICAV envisages using personal data, under the provisions of the Data Protection Legislation, it is not anticipated that individual consent will be required for such use. However, as outlined in the DPDS, individuals have the right to object to the processing of their data where the ICAV has considered this to be necessary for the purposes of its or a third party's legitimate interests.

### **Redemption of Shares**

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

Requests for the redemption of Shares should be made to the Administrator by facsimile, email or other electronic means (sending a signed scanned copy of the redemption request) and should include such information as may be specified from time to time by the ICAV or its delegate. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Manager in its absolute discretion determine

otherwise. No redemption payment will be made from an investor holding until the original initial Application Form and all documentation required by or on behalf of the ICAV (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

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

The redemption price per Share shall be the Net Asset Value per Share. A redemption charge as outlined above may change. Details of such redemption charge, if any, will be set out in the relevant Supplement.

Redemption proceeds will be paid into the Investor Money Collection Account on the relevant Settlement Date when they will no longer be considered an asset of the relevant Fund.

#### Method of Payment

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

#### Currency Payment

Shareholders will normally be repaid in the currency of the relevant Class in the Fund.

#### Timing of Payment

Redemption proceeds in respect of Shares will be paid within 10 Business Days of the Dealing Deadline for the relevant Dealing Day provided that all the required documentation has been furnished to and received by the Administrator.

#### Withdrawal of Redemption Requests and In Specie Redemptions

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

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

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

If the number of Shares to be redeemed on any redemption Dealing Day is equal to 5% or more of the total number of Shares of a Fund in issue, the Manager may in its absolute discretion elect to satisfy the redemption in whole or in part by way of a transfer in specie of assets of the ICAV attributable to the relevant Fund. The costs of such transfer shall be borne by the relevant Shareholder which may elect instead for the sale of the assets proposed to be transferred and the receipt of the net proceeds of sale in relation thereto.

The ICAV may, with the consent of the individual Shareholders, satisfy any request for redemption of Shares by the transfer in specie to those Shareholders of assets of the relevant Fund having a value equal to the redemption price for the Shares redeemed as if the redemption proceeds were paid in cash less any redemption charge and other expenses of the transfer provided that any Shareholder requesting redemption shall be entitled to request the sale of any asset or assets proposed to be distributed in specie and the distribution to such Shareholder of the cash proceeds of such sale, the costs of which shall be borne by the relevant Shareholder. The asset allocation of an in specie redemption is subject to the approval of the Depositary.

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

Shareholders are required to notify the Administrator or Distributor through whom Shares have been purchased immediately if they become US Persons or persons who are otherwise subject to restrictions on ownership as set out herein and such Shareholders may be required to redeem or transfer their Shares. The ICAV may redeem any Shares which are or become owned, directly or indirectly, by or for the benefit of any person in breach of any restrictions on ownership from time to time as set out herein or if the holding of Shares by any person is unlawful or is likely to result or results in any tax, fiscal, legal, regulatory, pecuniary liability or material administrative disadvantage to the ICAV, the Shareholders as a whole. The ICAV may also redeem any Shares held by any person who holds less than the Minimum Holding. Any such redemption will be affected on a Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day on which the Shares are to be redeemed. The ICAV may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Shares by a Shareholder including any interest or penalties payable thereon.

The attention of investors in relation to the section headed "Irish Taxation" which details circumstances in which the ICAV shall be entitled to deduct from payments to Shareholders who are Irish Resident or Ordinarily Resident in Ireland amounts in respect of tax liability including any penalties and interest thereon and/or compulsorily redeem Shares to discharge such liability. Relevant Shareholders will indemnify and keep the ICAV indemnified against loss arising to the ICAV by reason of the ICAV becoming liable to account for tax on the happening of an event giving rise to a charge to taxation.

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

#### **Conversion of Shares**

Subject to the Minimum Subscription, Minimum Holding and minimum transaction requirements of the relevant Fund or Classes, Shareholders may request conversion of some or all of their Shares in one Fund or Class ("**the Original Fund**") to Shares in another Fund or Class or another Class in the same Fund ("**the New Fund**") in accordance with the formula and procedures specified below. Requests for conversion of Shares should be made to the Administrator or to the Distributor for onward transmission to the Administrator by facsimile or by email (sending a signed scanned copy of the conversion request), with the original to follow promptly thereafter. Requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Fund and the Dealing Deadline for subscriptions in the New Fund. Any applications received after such time will be dealt with on the next Dealing Day which is a dealing day for the relevant Funds, unless the Manager in its absolute discretion otherwise determines. Conversion requests will only be accepted where cleared funds and completed documents are in place from original subscriptions.

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

Fractions of Shares up to 6 decimal places (rounded naturally) may be issued by the ICAV on conversion where the value of Shares converted from the Original Fund are not sufficient to purchase an integral number of Shares in the New Fund and any balance representing less than 0.01 of a Share will be retained by the ICAV in order to defray administration costs.

First In, First-Out valuation method will be applied when valuing Fund's securities.

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

$$S = \frac{(R \times NAV \times ER) - F}{SP}$$

Where;-

- S is the number of Shares of the New Fund to be allotted.
- R is the number of Shares in the Original Fund to be redeemed.
- NAV is the Net Asset Value per Share of the Original Fund at the Valuation Point on the relevant Dealing Day.
- ER is the currency conversion factor (if any) as determined by the Administrator.
- F is the conversion charge (if any) of up to 5% of the Net Asset Value of the Shares to be issued in the New Fund.
- SP is the Net Asset Value per Share of the New Fund at the Valuation Point on the relevant Dealing Day.

#### Conversion Fee

It is not the current intention of the Directors to charge a conversion fee. However, the Directors are empowered to charge a conversion fee of up to 5% of the Net Asset Value per Share to be issued in the Fund into which conversion has been requested and may exercise their discretion in this respect on the giving of one month's notice to Shareholders.

#### Withdrawal of Conversion Requests

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

## 5. NET ASSET VALUE AND VALUATION OF ASSETS

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

The Net Asset Value per Share shall be calculated as at the Valuation Point on or with respect to each Dealing Day by dividing the Net Asset Value of the relevant Fund or attributable to a Class by the total number of Shares in issue in the Fund or Class as at the prior Dealing Day and rounding the resulting total of up to 6 decimal places (rounded naturally) or such other number of decimal places as may be determined by the Directors from time to time. For the purposes of calculating the Net Asset Value, the amount or value of consideration for the Shares in respect of which the Net Asset Value is being calculated shall be deducted from the Net Asset Value and the Net Asset Value shall not include the value of the relevant Redemption request where it is expressed as an amount, in the currency of the relevant Share Class.

The Instrument of Incorporation provides for the method of valuation of the assets and liabilities of each Fund and of the Net Asset Value of each Fund. The assets and liabilities of a Fund will be valued as follows:-

- (a) the value of any investments quoted, listed or dealt in on a Recognised Exchange will be valued at its last traded price before the official close of the relevant market on the relevant Valuation Point or, if no trades occurred on such day, it will be valued at the last available traded price. Where prices are available on more than one exchange for a particular security the price will be the last traded price on the exchange which constitutes the main market for such security or the one which the Director determine provides the fairest criteria in ascribing a value to such security. If an exchange is closed, any security which is listed or quoted on that exchange will be valued at its last traded price on the trading day prior to the closure of the exchange.
- (b) any security which is listed or quoted on a securities exchange, where the securities exchange price is unrepresentative or not available and unlisted, shall be valued in good faith by the Directors or a competent person appointed by them for the purpose at the probable realisation value estimated with care having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Directors in their sole discretion deem relevant in considering a positive or negative adjustment to the valuation.
- (c) any security which is not listed or quoted on a securities exchange will be valued at the probable realisation value estimated with care and in good faith by a stockbroker or other competent person approved for the purpose by the Depositary
- (d) derivative instruments dealt in or traded on an exchange or market will be valued at the relevant settlement price on the applicable exchange or market. If such price is not available the value of such investments shall be the probable realisation value estimated with care and in good faith by a competent person appointed for the purpose by the Directors. Derivative

instruments which are not dealt in or traded on an exchange or market will be valued on the basis of the latest valuation obtained from the counterparty to the transaction

- (e) cash and other liquid assets will be valued at their face value with interest accrued.
- (f) units in collective investment schemes shall be valued at the latest available net asset value per unit as published by the relevant collective investment scheme or, if listed or traded on a stock exchange or regulated market, in accordance with (a) above. Where estimated values are used, these shall be final and conclusive notwithstanding any subsequent variation in the net asset value of the collective investment scheme;
- (g) forward foreign exchange contracts will be valued by reference to the price at which a new forward contract of the same size and maturity could be undertaken as of the relevant Valuation Point.
- (h) Fixed Income securities shall be valued at the best estimate of their realisable value utilising a reputable vendor supplied feed. This feed applies a matrix approach to determine the value using key variables which may include but is not limited to; reported trade prices, broker/dealer quotes, benchmark yields, issuer spreads, bids, offers and other reference data. Interest is accrued from the date on which the securities are acquired. Where such prices are not available, those securities shall be valued at a closing mid-market price.
- (i) any value (whether of an investment or cash) otherwise than in the base currency will be converted into the base currency, at the rate (whether official or otherwise) which the Directors deem applicable as at close of business at the relevant Valuation Point, having regard, among other things, to any premium or discount which they consider may be relevant and to the costs of exchange.
- (j) Subject to the Central Bank Regulations, the amortised cost valuation method may be used for the valuation of:-
  - (i) a Fund which is a short-term money market fund, provided that the Investment Manager carries out a weekly review of discrepancies between the market value and the amortised cost value and has in place an escalation procedure to ensure that any material discrepancy between the market value and the amortised cost value of a money market instrument is brought to the attention of the relevant portfolio managers or a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the requirements of the Central Bank; or
  - (ii) Where it is not the intention or objective of the Directors to apply amortised cost valuation to the portfolio of the Fund as a whole, a money market instrument within such a Fund shall only be valued on an amortised basis if the money market instrument has a residual maturity of less than 3 months and does not have any specific sensitivity to market parameters, including credit risk.

If in any case a particular value is not ascertainable as provided above or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant investment, then in such case the method of valuation of the relevant investment shall be such as the Directors in their absolute discretion shall determine, such method of valuation to be approved by the Depositary.

Notwithstanding the generality of the foregoing, the Directors may with the approval of the Depositary adjust the value of any such security if having regard to currency, applicable rate of interest, anticipated rate of dividend, maturity, marketability, liquidity and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the fair value thereof as at the relevant Valuation Point.

Notwithstanding the above in calculating the value of any investment the Directors, or the Administrator as their delegate, may rely upon such automatic pricing services as it may in its

absolute discretion determine. For investments for which a price is not available from such an automated source, the Directors or the Administrator as their delegate may, in their absolute discretion use information provided by other suitable independent sources, independent brokers, market makers, other intermediaries or any third parties. The Directors or the Administrator as their delegate shall not, in any circumstances, be liable for any loss suffered by reason of any error in the calculation of the value of any investment resulting from any inaccuracy in the information provided by any such pricing service, broker, market maker or other intermediary.

Where the Fund invests, in over-the-counter derivatives which it is not possible to value using the pricing services referred to above ("**OTC Derivatives**"), the Directors will be responsible for ensuring that every counterparty to a transaction in an OTC Derivative provides the Administrator with a valuation of the OTC Derivative for incorporation into the Net Asset Value.

The Net Asset Value of a Fund shall be determined (except in the case of suspension) as at each Valuation Point and shall be the value of all the assets comprised in a Fund (which, for the avoidance of doubt, do not include unconfirmed orders for the acquisition of Investments by a Fund and trades received after the cut-off deadline agreed between the Investment Manager and the Administrator) less all the liabilities attributable to the Fund calculated in accordance with the UCITS Regulations.

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

The up to date Net Asset Value per Share will be made available on the internet at [www.bloomberg.com](http://www.bloomberg.com) and updated following the calculation of the Net Asset Value. In addition the Net Asset Value per Share may be obtained from either the Distributor or the Administrator during normal business hours. The Net Asset Value of any Fund or attributable to a Class whose Shares are listed will also be notified to the Irish Stock Exchange by the Administrator without delay upon calculation.

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

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

- (a) during the whole or part of any period (other than for ordinary holidays or customary weekends) when any of the Recognised Exchanges on which the relevant Fund's investments are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or
- (b) during the whole or part of any period when circumstances outside the control of the Manager exist as a result of which any disposal or valuation of investments of the Fund is not reasonably practicable or would be detrimental to the interests of Shareholders or it is not possible to transfer monies involved in the acquisition or disposition of investments to or from the relevant account of the ICAV; or
- (c) during the whole or any part of any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the relevant Fund's investments; or
- (d) during the whole or any part of any period when for any reason the value of any of the Fund's investments cannot be reasonably, promptly or accurately ascertained;
- (e) during the whole or any part of any period when subscription proceeds cannot be transmitted to or from the account of any Fund or the ICAV is unable to repatriate funds required for

making redemption payments or when such payments cannot, in the opinion of the Manager, be carried out at normal rates of exchange;

- (f) upon mutual agreement between the ICAV and the Depositary for the purpose of winding up the ICAV or terminating any Fund; or
- (g) if any other reason makes it impossible or impracticable to determine the value of a substantial portion of the Investments or the ICAV or any Fund.

Any suspension of valuation shall be notified to the Central Bank and the Depositary immediately. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

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

## 6. TAXATION

### General

The following statements on taxation are with regard to the law and practice in force in Ireland and the United Kingdom 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 ICAV 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 Directors recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the ICAV and any investment returns from those Shares.**

### Ireland

#### Taxation of the ICAV

The Directors have been advised that the ICAV 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 ICAV is resident for tax purposes in Ireland. The ICAV will be resident for tax purposes in Ireland if it is centrally managed and controlled in Ireland. It is intended that the Directors of the ICAV will conduct the affairs of the ICAV in a manner that will allow for this.

Notwithstanding the above, a charge to tax may arise for the ICAV in respect of Shareholders on the happening of a "Chargeable Event" in the ICAV.

A Chargeable Event includes:

- (a) any payment to a Shareholder by the ICAV in respect of their Shares;
- (b) any transfer, cancellation, redemption or repurchase of Shares; and
- (c) any deemed disposal by a Shareholder of their Shares at the end of a "relevant period" (a "**Deemed Disposal**").

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

A Chargeable Event does not include:

- (a) any transaction in relation to Shares held in a recognised clearing system;
- (b) any exchange by a Shareholder effected by way of a bargain made at arm's length by the ICAV, of Shares in the ICAV for other Shares in the ICAV;
- (c) certain transfers of Shares between spouses or civil partners and former spouses or former civil partners;
- (d) an exchange of Shares arising on a qualifying amalgamation or reconstruction of the ICAV with another Irish investment undertaking; or

- (e) the cancellation of Shares in the ICAV 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 ICAV shall be entitled to deduct the appropriate amount of tax on any payment made to a Shareholder in respect of the Chargeable Event. On the occurrence of a Chargeable Event where no payment is made by the ICAV to the Shareholder, the ICAV 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 ICAV is less than 10% of the total value of Shares in the ICAV or a Fund and the ICAV has made an election to the Revenue Commissioners to report annually certain details for each Irish Resident Shareholder, the ICAV will not be required to deduct the appropriate tax and the Irish Resident Shareholder (and not the ICAV) must pay the tax on the Deemed Disposal on a self-assessment basis. Credit is available against appropriate tax relating to the Chargeable Event for appropriate tax paid by the ICAV or the Shareholder on any previous Deemed Disposal. On the eventual disposal by the Shareholder of the Shares, a refund of any unutilised credit will be payable.

## **Taxation of Shareholders**

### Non-Irish Resident Shareholders

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

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

If the ICAV is not in possession of a Relevant Declaration or the ICAV is in possession of information which would reasonably suggest that the Relevant Declaration is not or is no longer materially correct, the ICAV must deduct tax on the happening of a Chargeable Event in relation to such Shareholder. The tax deducted will generally not be refunded.

Intermediaries acting on behalf of non-Irish Resident Shareholders can claim the same exemption on behalf of the Shareholders for whom they are acting. The intermediary must complete a Relevant Declaration that it is acting on behalf of a non-Irish Resident Shareholder.

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 for Irish corporation tax on income from the Shares or gains made on the disposal of the Shares.

### Exempt Irish Shareholders

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

While the ICAV 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 tax to the Revenue Commissioners.

## 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 ICAV 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 ICAV 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:

- (a) the amount received by the Shareholder is increased by any amount of tax deducted by the ICAV and will be treated as income of the Shareholder for the chargeable period in ICAV the payment is made;
- (b) 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
- (c) the amount of tax deducted by the ICAV 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.

## **Personal Portfolio Investment Undertaking**

An investment undertaking will be considered to be a personal portfolio investment undertaking (PPIU) in relation to a specific Irish Resident Shareholder where that Irish Resident Shareholder can 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 that Shareholder may be liable to capital gains tax in respect of any chargeable gain made on the disposal.

## **Stamp Duty**

On the basis that the ICAV qualifies as an investment undertaking within the meaning of section 739B TCA, no Irish stamp duty will be payable on the subscription, transfer or repurchase of Shares. The stamp duty implications for subscriptions for Shares or transfer or repurchase of Shares in specie should be considered on a case by case basis.

## Capital Acquisitions Tax

No Irish gift tax or inheritance tax (capital acquisitions tax) liability will arise on a gift or inheritance of Shares provided that:

- (a) at the date of the disposition the transferor of the Shares is neither domiciled nor ordinarily resident in Ireland, and, at the date of the gift or inheritance the transferee of the Shares is neither domiciled nor ordinarily resident in Ireland; and
- (b) the Shares are comprised in the gift or inheritance at the date of the gift or inheritance and at the valuation date.

## Other Tax Matters

The income and capital gains received by the ICAV from securities issued in countries other than Ireland or assets located in countries other than Ireland may be subject to taxes including withholding tax in the countries where such income and gains arise. The ICAV may not be able to benefit from reduced rates of withholding tax by virtue of the double taxation treaties in operation between Ireland and other countries. The Directors will have sole discretion as to whether the ICAV will apply for such benefits and may decide not to apply for such benefits if they determine that it may be administratively burdensome, cost prohibitive or otherwise impractical.

In the event that the ICAV receives any repayment of withholding tax suffered, the Net Asset Value of the ICAV will not be restated and the benefit of any repayment will be allocated to the then existing Shareholders rateably at the time of repayment.

## Automatic Exchange of Information

The ICAV 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 ICAV 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.

### FATCA Implementation in Ireland

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

The IGA significantly increases the amount of tax information automatically exchanged between Ireland and the U.S. It 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 ICAV will be subject to these rules. Complying with such requirements will require the ICAV 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 ICAV (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 ICAV 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 ICAV or any other person to the relevant tax authorities.

#### OECD 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 ICAV is required to provide certain information to the Revenue Commissioners about investors who are resident or established in jurisdictions which are party to CRS arrangements.

The ICAV, or a person appointed by the ICAV, 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 ICAV, or a person appointed by the ICAV, 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. Ireland introduced CRS Regulations in December 2015 and implementation of CRS among early adopting countries (including Ireland) occurred with effect from 1 January 2016.

#### Certain Irish Tax Definitions

##### *Residence – ICAV (which includes any body corporate, including an ICAV)*

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:

- (a) spends 183 days or more in Ireland in that tax year; or
- (b) 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 tax 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 point in time during the particular day in question.

##### *Ordinary Residence – Individual*

The term "ordinary residence" as distinct from "residence", relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity.

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 that individual is not resident in Ireland. Thus, an individual

who is resident and ordinarily resident in Ireland in 2012 will remain ordinarily resident in Ireland until the end of the tax year 2015.

#### *Intermediary*

means a person who:-

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

### **United Kingdom Taxation**

The statements on taxation below are intended to be a general summary of certain UK tax consequences that may arise on the ICAV and its Shareholders. This is not a comprehensive summary of all technical aspects of the structure and is not intended to constitute legal or tax advice to investors. Prospective investors should familiarise themselves with and, where appropriate, should consult their own professional advisers on the overall tax consequences of investing in the ICAV.

The statements relate to investors entering into the ICAV for investment purposes. They do not deal with the position of certain classes of Shareholders, such as dealers in securities and insurance companies, trusts and persons who have acquired their Shares by reason of their or another's employment.

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 ICAV is made will endure indefinitely. The tax consequences for each investor of investing in the ICAV may depend upon the investor's own tax position and upon the relevant laws of any jurisdiction to which the investor is subject.

The statements below relate to the UK tax implications of a UK resident, ordinarily resident and domiciled individual, or UK resident company, investing in the ICAV. The tax consequences may differ for investors who are not resident in the UK or are not domiciled in the UK for tax purposes. Investors and prospective investors should seek their own professional tax advice. The statements are based on current tax legislation and HM Revenue and Customs ("**HMRC**") practice, both of which are subject to change at any time, possibly with retrospective effect.

### **The ICAV**

The Directors intend that the affairs of the ICAV should be managed and conducted so that it does not become resident in the United Kingdom for United Kingdom taxation purposes. Accordingly, and provided that the ICAV is not trading in the United Kingdom through a fixed place of business or agent situated therein that constitutes a "permanent establishment" for United Kingdom taxation purposes and that all its trading transactions in the United Kingdom are carried out through a broker or investment manager acting as an agent of independent status in the ordinary course of its business, the ICAV will not be subject to United Kingdom corporation tax or income tax on its profits. The Directors and the Investment Manager each intend that the respective affairs of the ICAV and the Investment Manager are conducted so that these requirements are met insofar as this is within their respective control. However it cannot be guaranteed that the necessary conditions will at all times be satisfied.

Certain interest and other income received by the ICAV which has a United Kingdom source may be subject to withholding taxes in the United Kingdom. If any profits and gains arising in the United Kingdom are received by the ICAV subject to a deduction of tax at source, the ICAV will not normally be entitled to claim from HMRC repayment of the tax deducted.

### **UK Investors**

The Offshore Funds (Tax) Regulations 2009 (the "**Offshore Funds Regulations**") provide that if an investor who is resident or ordinarily resident in the United Kingdom for taxation purposes holds an interest in an "Offshore Fund" (as defined in Part 8 of the Taxation (International and Other Provisions) Act 2010 "**TIOPA 2010**"), any gain accruing to the investor upon the sale, redemption or other disposal of that interest (including a deemed disposal on death) will be taxed at the time of such sale, redemption or other disposal as income ("offshore income gains") and not as a capital gain, unless that Offshore Fund has been a "Reporting Fund" throughout the period during which the investor holds that interest. The Shares will constitute "interests" in an Offshore Fund for the purpose of those provisions of the Offshore Funds Regulations. It is intended that each relevant Class will apply to HMRC to have Reporting Fund status with effect from the close of the Initial Offer Period. However, there can be no guarantee that such status will be obtained and maintained for each period of account of the Fund. The effect of obtaining Reporting Fund status would be that any gains arising to Shareholders resident or ordinarily resident in the United Kingdom on a sale, redemption or other disposal of Shares would be taxed as capital gains and not as offshore income gains.

In the case of a Reporting Fund and subject to their personal circumstances, persons resident in the United Kingdom for taxation purposes will normally be liable to United Kingdom income tax or corporation tax on distributions received (if any) together with their share of a reporting fund's undistributed reportable income, calculated periodically, attributable to their holding in the ICAV. Shareholders should therefore note that the existence and extent of the charge to tax will depend upon whether or not a Class has obtained Reporting Fund status. The nature of the charge to tax and any entitlement to a tax credit in respect of distributions made, or treated as made, by a Fund will depend on the composition of the relevant assets of the Fund.

The ICAV may operate equalisation arrangements in relation to any Fund or Class in accordance with the relevant Supplement. Consequently, where such an arrangement applies, a part of the first dividend paid following the subscription for Shares will be treated as a partial repayment of the purchase price (i.e. capital), and not as taxable income. The amount of such repayment must be deducted from the acquisition cost of the Shares in calculating the capital gain arising on the disposal of Shares. Where the ICAV becomes a Reporting Fund and does not operate income equalisation arrangements for the purposes of the Reporting Fund regime, the amount of income distributed or reported (and therefore normally taxable as income for UK tax resident persons) may vary significantly depending on the extent to which there have been redemptions or subscriptions during the period.

The exchange of Shares in one Fund for Shares in another Fund (see under the heading "Conversion of Shares") may amount to a disposal of the original Shares for tax purposes and accordingly a chargeable gain (or taxable income where certification of the original Shares as a Reporting Fund has not been obtained) or an allowable capital loss may be realised. We recommend that investors seek advice before exchanging Shares in one Fund for another.

## **Loan Relationship Rules**

Persons within the charge to United Kingdom corporation tax should note that the regime for the taxation of most corporate debt contained in the United Kingdom Corporation Tax Act 2009 (the "loan relationships regime") provides that, if at any time in an accounting period such a person holds an interest in an offshore fund within the meaning of the relevant provisions of the Offshore Fund Regulations and TIOPA 2010, and there is a time in that period when that fund fails to satisfy the "non-qualifying investments test", the interest held by such a person will be treated for that accounting period as if it were rights under a creditor relationship for the purposes of the loan relationships regime (i.e. that all returns on the Shares in that Fund in respect of such a person's accounting period (including gains, profits and losses) will be taxed or relieved as an income receipt or expense on a "fair value accounting" basis. Accordingly, such a person who acquires Shares in the ICAV may, in that eventuality and depending on its own circumstances, incur a charge to corporation tax on an unrealised increase in the value of its holding of Shares (and, likewise, obtain relief against corporation tax for an unrealised reduction in the value of its holding of Shares)).

Individual Shareholders subject to United Kingdom income tax should note Section 378A of Income Tax (Trading and Other Income) Act 2005 which provides that certain distributions from offshore funds that are economically similar to payments of yearly interest will be chargeable to tax as if they were yearly interest. As such, where the Offshore Fund fails to satisfy this test at any point in the relevant period, then any distribution will be treated as interest for income tax purposes and the United Kingdom investors will be subject to income tax on such distributions at their appropriate marginal rate.

An Offshore Fund fails to satisfy the “non-qualifying investments test” at any time during an accounting period when more than 60 per cent of its assets by market value comprise government and corporate debt securities or cash on deposit or certain derivative contracts or holdings in other collective investment schemes which at any time in the relevant accounting period do not themselves satisfy the “non-qualifying investments test”.

### **Anti-Avoidance Provisions**

The attention of prospective investors resident or ordinarily resident in the United Kingdom for taxation purposes is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992 (“**Section 13**”). Section 13 applies to a “participator” in the ICAV for UK taxation purposes (which term includes a Shareholder). If at any time when any gain accrues to the ICAV which constitutes a chargeable gain for those purposes (such as on a disposal by the ICAV of any of its investments), the ICAV is itself controlled by a sufficiently small number of persons such that were it a body corporate resident in the UK for taxation purposes, it would be a “close company” for those purposes. The provisions of Section 13 could, if applied, result in such a Shareholder being treated for the purposes of UK taxation as if a part of any chargeable gain accruing to the ICAV had accrued to that Shareholder directly, that part being equal to the proportion of the gain that corresponds to that Shareholder’s proportionate interest in the ICAV as a participator. A Shareholder could therefore incur a liability to tax even if the gain accruing to the ICAV had not been distributed by the ICAV. No liability under Section 13 will be incurred by such a Shareholder, however, where the proportionate interest of the Shareholder, together with associates, does not exceed 25 per cent of the chargeable gain.

The attention of individuals ordinarily resident in the UK for taxation purposes is drawn to the provisions of Chapter 2 of Part 13 of the United Kingdom Income Tax Act 2007 (transfer of assets abroad). These provisions are aimed at preventing the avoidance of income tax by individuals through the transfer of assets or income to persons (including companies) resident or domiciled outside the UK. These provisions may render them liable to taxation in respect of undistributed amounts which would be treated as UK taxable income and profits of the ICAV (including, if the ICAV or any Fund thereof were treated as carrying on a financial trade, profits on the disposition of securities and financial profits) on an annual basis.

There are, however, provisions which provide exemption from a charge to income tax in the above circumstances provided the individual satisfies HMRC that:

- Avoidance of tax was not the purpose or one of the purposes for which the transfer or associated operations were effected; or
- The transfer or associated operations were genuine commercial transactions and it would not be reasonable to draw the conclusion from all the circumstances of the case that any one or more of those transactions was more than incidentally designed for the purposes of avoiding tax.

### **Controlled Foreign Companies (“CFC”) rules**

UK resident corporate investors should be aware that if they invest into the ICAV, they could be subject to the UK Controlled Foreign ICAV (“**CFC**”) provisions. The CFC rules use both a “pre-

gateway” and “gateway” test to specifically define where profits are being artificially diverted out of the UK. Where profits of a foreign company pass both the pre-gateway and the gateway test and are not excluded by any other exemption, entry condition or safe harbour, they will be apportioned to UK companies with a relevant interest of 25 per cent or more in the ICAV. This CFC charge can be reduced by a credit for any foreign tax attributable to the apportioned profits and by any UK relief which could otherwise be claimed. There are specific provisions which seek to provide relief for companies which are participants in Offshore Funds where there is a reasonable expectation that the 25 per cent relevant interest test will not be met.

### **UK stamp duty and stamp duty reserve tax**

The following comments are intended as a guide to the general UK stamp duty and stamp duty reserve tax (“**SDRT**”) position and may not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depositary arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue of the Shares. Since the ICAV is incorporated outside of the UK no SDRT should be payable in respect of agreements to transfer or surrender the Shares in the ICAV provided that the Shares will not be registered on any register kept in the UK and will not be paired with Shares issued by a body corporate incorporated in the UK. Legal instruments transferring the Shares should not be subject to UK stamp duty provided that such instruments are executed outside the UK and do not relate to matter done or to be done in the UK.

No UK stamp duty will be payable on instruments transferring securities to the ICAV provided they are executed outside of the UK and do not relate to a matter done or to be done in the UK. No SDRT will be payable on agreements to transfer securities to the ICAV provided the securities are issued by a company incorporated outside of the UK, are not held on a register kept in the UK and are not paired with shares issued by a body corporate incorporated in the UK. It should be noted that the levels and basis of, and relief from taxation can change.

### **Other Jurisdictions**

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 relating to a Fund and any investment returns from those Shares.

**THE TAX AND OTHER MATTERS DESCRIBED IN THIS PROSPECTUS DO NOT CONSTITUTE, AND SHOULD NOT BE CONSIDERED AS, LEGAL OR TAX ADVICE TO PROSPECTIVE SHAREHOLDERS.**

## 7. GENERAL INFORMATION

### Share Capital

- (a) The ICAV was incorporated in Ireland on 31 October 2007 as an investment company with variable capital with limited liability. The ICAV converted from an investment company to an Irish collective asset-management vehicle pursuant to the ICAV Act on 20 May 2016. The authorised share capital of the ICAV is 500,000,000,000 Shares of no par value and euro 2 divided into 2 redeemable non-participating shares of euro1.00 each. Non-participating Shares do not entitle the holders thereof to any dividend and on a winding up entitle the holders thereof to receive the amount paid up thereon but do not otherwise entitle them to participate in the assets of the ICAV. The Directors have the power to allot shares in the capital of the ICAV on such terms and in such manner as they may think fit. There are two non-participating shares currently in issue which were taken by the subscribers to the ICAV and are held by the Investment Manager.
- (b) No share capital of the ICAV has been put under option nor has any share capital been agreed (conditionally or unconditionally) to be put under option.

### Variation of Share Rights and Pre-Emption Rights

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

### Voting Rights

The ICAV may issue voting Shares and non-voting Shares. The non-voting shares carrying no right to notice of attend or vote at general meetings of the ICAV or any Fund. In respect of the voting Shares, subject to any rights or restrictions for the time being attached to any Class or Classes, on a show of hands every holder who is present in person or by proxy shall have one vote and the holder(s) of subscriber shares present in person or by proxy shall have one vote in respect of all the subscriber shares in issue and on a poll every holder present in person or by proxy shall have one vote for every Share of which he is the holder and every holder of a subscriber share present in person or by proxy shall have one vote in respect of his holding of subscriber shares. On a poll of all the holders of Shares in a Fund, where there is more than one Class of Shares in existence in that Fund, the voting rights of such holders may at the discretion of the Directors be adjusted in such manner, determined by the Directors, so as to reflect the most recently calculated price at which the Shares of each of the Classes in question may be repurchased by the ICAV. Holders who hold a fraction of a Voting Share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such fraction of a Voting Share. In accordance with the Central Bank Rules, the decision to subscribe for any Class of Shares in respect of which the voting rights are restricted shall

be made solely by the investor and any Shareholder of non-voting Shares shall have the right to switch their holding to voting Shares without incurring any fee or charge on such exchange.

## **Meetings**

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

## **Reports and Accounts**

The year end of the ICAV and each Fund is 31 December in each year. Each Fund will prepare an annual report and audited accounts as of 31 December in each calendar year and a semi-annual report and unaudited accounts as of 30 June in each year. The annual report and audited accounts will be made available to the Central Bank, Shareholders and sent to the Irish Stock Exchange (if necessary) within four months after the conclusion of each accounting year. The semi-annual report and unaudited accounts will be made available to the Central Bank, Shareholders and sent to the Irish Stock Exchange (if necessary) within two months after 30 June in each year. Pursuant to the terms of the ICAV Act, a separate annual report and audited accounts may be prepared and presented in respect of a Fund and all references to the ICAV in this section may be read as, where appropriate, as referring to a Fund in respect of which separate accounts will be prepared.

The audited financial statements will be available and will be sent on request to any Shareholder. The Directors may send such reports and accounts electronically to Shareholders in accordance with the Central Bank Rules.

## **Transfer of Shares**

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

- (c) The Directors may decline to register any transfer of Shares if:-
- (i) in consequence of such transfer the transferor or the transferee would hold a number of Shares less than the Minimum Holding;
  - (ii) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
  - (iii) the instrument of transfer is not deposited at the registered office of the ICAV or such other place as the Directors may reasonably require, accompanied by the certificate for the Shares to which it relates, such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, information and declarations of the type which may be requested from an applicant for Shares in the ICAV and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer; or
  - (iv) they are aware or reasonably believe the transfer would result in the beneficial ownership of such Shares by a person in contravention of any restrictions on ownership as set out herein or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the ICAV or the relevant Fund or Shareholders as a whole.
- (d) The registration of transfers may be suspended for such periods as the Directors may determine provided always that each registration may not be suspended for more than 30 days.

### **Directors' Interests**

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

- (a) Philip McEnroe is Director and Head of Investment Funds at the Platform Arranger and Distributor of the ICAV and also a director of the Manager which all may receive fees in respect of such services to the ICAV.
- (b) David Straker-Smith is Director of the Manager which may receive fees in respect of its services to the ICAV.
- (c) No present Director or any connected person has any interests beneficial or non-beneficial in the share capital of the ICAV.
- (d) None of the other Directors currently has a service contract with the ICAV.

### **Termination of Funds**

Any Fund may be terminated by the Directors, in their sole and absolute discretion, by notice in writing to the Depositary in any of the following events:

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

### **Winding Up**

- (a) The ICAV may be wound up if:
  - (i) At any time after the first anniversary of the incorporation of the ICAV, the Net Asset Value of the ICAV falls below Euro 20 million on each Dealing Day for a period of six consecutive weeks and the Shareholders resolve by ordinary resolution to wind up the ICAV;
  - (ii) Within a period of three months from the date on which (a) the Depositary notifies the ICAV of its desire to retire in accordance with the terms of the Depositary Agreement and has not withdrawn notice of its intention to so retire, (b) the appointment of the Depositary is terminated by the ICAV in accordance with the terms of the Depositary Agreement, or (c) the Depositary ceases to be approved by the Central Bank to act as a depositary; no new Depositary has been appointed, the Directors shall instruct the Secretary to forthwith convene an extraordinary general meeting of the ICAV at which there shall be proposed an Ordinary Resolution to wind up the ICAV. Notwithstanding anything set out above, the Depositary's appointment shall only terminate on revocation of the ICAV's authorisation by the Central Bank;
  - (iii) The Shareholders resolve by ordinary resolution that the ICAV by reason of its liabilities cannot continue its business and that it be wound up; and
  - (iv) The Shareholders resolve by special resolution to wind up the ICAV.
- (b) In the event of a winding up, the liquidator shall apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims.
- (c) The liquidator shall apply the assets of each Fund in satisfaction of liabilities incurred on behalf of or attributable to such Fund and shall not apply the assets of any Fund in satisfaction of any liability incurred on behalf of or attributable to any other Fund.
- (d) The assets available for distribution among the Shareholders shall be applied in the following priority:-
  - (i) firstly, in the payment to the Shareholders of each Class or Fund of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined by the liquidator) as nearly as possible equal to the Net Asset Value of the Shares of the relevant Class or Fund held by such Shareholders respectively as at the date of commencement of winding up;

- (ii) secondly, in the payment to the holders of non-participating shares of one Euro each per share out of the assets of the ICAV not comprised within any Fund provided that if there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Funds;
  - (iii) thirdly, in the payment to the Shareholders of each Class or Fund of any balance then remaining in the relevant Fund, in proportion to the number of Shares held in the relevant Class or Fund; and
  - (iv) fourthly, any balance then remaining and not attributable to any Fund or Class shall be apportioned between the Funds and Classes pro-rata to the Net Asset Value of each Fund or attributable to each Class immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Shares in that Fund or Class held by them.
- (e) The liquidator may, with the authority of an ordinary resolution of the ICAV, divide among the Shareholders (pro rata to the value of their respective shareholdings in the ICAV) in specie the whole or any part of the assets of the ICAV and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit and the liquidation of the ICAV may be closed and the ICAV dissolved, provided that no Shareholder shall be compelled to accept any asset in respect of which there is any liability. Further the liquidator may with like authority transfer the whole or part of the assets of the ICAV to a company or collective investment scheme (the "**Transferee Company**") on terms that Shareholders in the ICAV shall receive from the Transferee ICAV shares or units in the Transferee ICAV of equivalent value to their shareholdings in the ICAV.
- (f) Notwithstanding any other provision contained in the Instrument of Incorporation, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Shareholders to wind up the ICAV, the Secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the ICAV at which there shall be presented a proposal to appoint a liquidator to wind up the ICAV and if so appointed, the liquidator shall distribute the assets of the ICAV in accordance with the Instrument of Incorporation.

### **Indemnities and Insurance**

The Directors (including alternates), Secretary and other officers of the ICAV and its former directors and officers shall be indemnified by the ICAV against losses and expenses to which any such person may become liable by reason of any contract entered into or any act or thing done by him as such officer in the discharge of his duties (other than in the case of fraud, negligence or wilful default). The ICAV acting through the Directors is empowered under the Instrument of Incorporation to purchase and maintain for the benefit of persons who are or were at any time Directors or officers of the ICAV insurance against any liability incurred by such persons in respect of any act or omission in the execution of their duties or exercise of their powers.

### **Material Contracts**

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

- (a) **Management Agreement;** The Management Agreement provides that the appointment of the Manager will continue unless and until terminated by either the Manager or the ICAV giving to the other party not less than 90 days' written notice although in certain circumstances the Management Agreement may be terminated forthwith by notice in writing by either the Manager or the ICAV to the other party.

Such circumstances are (a) upon or after either party going into liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party) or be unable to pay its debts as they fall due or in the event of the appointment of a receiver over any of the assets of either party or if an examiner is appointed to either party or if either party is insolvent or if any event having an equivalent effect (including either party convening a meeting of its creditors, or making or proposing to make any arrangements or compositions with any assignment for the benefit of its creditors) occurs (b) if either shall commit any material breach of its obligations under the Management Agreement and (if such breach shall be capable of remedy) shall fail within thirty days of receipt of notice served by other party requiring it so to do to make good such breach or (c) by the ICAV if the Manager shall cease to be authorised by the Central Bank under the laws applicable to carrying out its functions pursuant to the Management Agreement. The Management Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Manager which are restricted to exclude matters resulting from the fraud, bad faith, wilful default or negligence of the Manager in the performance or non-performance of its obligations and duties. The Management Agreement contains limited recourse provisions under which the recourse against the ICAV of the Manager in respect of any claims arising under or in relation to the Management Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Manager will have no recourse to any other assets of the ICAV or any other Fund in respect of any such claims. If following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims relating to the relevant Fund and all other liabilities (if any) of the ICAV ranking pari passu with or senior to such claims which have recourse to the relevant Fund, the claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Manager will have no further right of payment in respect thereof and (c) the Manager will not be able to petition for the winding-up of the ICAV or the termination of any other Fund as a consequence of any such shortfall provided however that (a) and (b) above shall not apply to any assets of the Fund that may be subsequently held or recouped by the Fund.

- (b) **Administration Agreement;** The Administration Agreement provides for the appointment of the Administrator to manage and administer the affairs of the ICAV, subject to the terms and conditions of the Administration Agreement.

The Administration Agreement may be terminated by a party on 90 days' written notice or forthwith by notice in writing in certain circumstances such as (inter alia) the insolvency of a party or unremedied breach after notice. The Administrator has the power to delegate its duties with the prior approval of the Central Bank. The Administration Agreement provides that the ICAV shall indemnify the Administrator and each Indemnified Party (as defined therein) from any and all taxes, claims, demands, actions, suits, judgments, liabilities, losses, damages, costs, charges, counsel fees, fines, assessments, amounts paid in settlement and expenses ("Indemnified Liabilities") except any Indemnified Liabilities resulting from the bad faith, negligence, wilful default or fraud on the part of the Administrator or any Indemnified Party in the performance of its or their duties under the Administration Agreement. The Administration Agreement contains limited recourse provisions under which the Administrator's recourse against the ICAV in respect of any claims arising under or in relation to the Administration Agreement is expressed to be limited to the Fund to which such claims relate, and the Administrator will have no recourse to any

other assets of the another Fund. If following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Administrator relating to the relevant Fund, such claims are not paid in full will be automatically extinguished, provided that that the foregoing shall not apply to any assets of the relevant Fund that may be subsequently held or recouped by that Fund.

- (c) **Depository Agreement;** Certain details of the Depository Agreement are set out above under the section headed "Depository" in Part 3 – Management and Administration. In addition the Depository Agreement contains limited recourse provisions under which the Depository's recourse against the ICAV in respect of any claims arising under or in relation to the Depository Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Depository will have no recourse to any other assets of the ICAV. If following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Administrator relating to the relevant Fund and all other liabilities (if any) of the ICAV ranking pari passu with or senior to such claims which have recourse to the relevant Fund(s) (for these purposes the "**Relevant Date**"), such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Administrator will have no further right of payment in respect thereof and (c) the Administrator will not be able to petition for the winding-up of the ICAV or the termination of any other Fund as a consequence of any such shortfall; provided that (a) and (b) above shall not apply to any assets of the relevant Fund that may be subsequently held or recouped by the relevant Fund between the Relevant Date and date of termination of the relevant Fund in accordance with the Central Bank Rules. Furthermore, the Depository has agreed that should it recovers asset from one Fund to meet the liabilities of another Fund, it shall promptly return those assets to the relevant Fund.
- (d) **Distribution Agreement;** The Distribution Agreement provides that the appointment of the Distributor will continue unless and until terminated by any party giving to the other parties not less than 90 days' written notice although in certain circumstances the Distribution Agreement may be terminated forthwith by notice in writing by any party to the other parties; the Distribution Agreement contains certain indemnities payable out of the assets of the relevant Fund in favour of the Distributor which are restricted to exclude matters resulting from the bad faith, fraud, wilful default or negligence of the Distributor in the performance or non-performance of its obligations and duties.

The Distribution Agreement contains limited recourse provisions under which the Distributor's recourse against the ICAV in respect of any claims arising under or in relation to the Distribution Agreement is expressed to be limited to the Fund established in respect of the Shares to which such claims relate, and the Distributor will have no recourse to any other assets of the ICAV. If following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims of the Distributor relating to the relevant Fund and all other liabilities (if any) of the ICAV ranking pari passu with or senior to such claims which have recourse to the relevant Fund(s) (for these purposes the "Relevant Date"), such claims are not paid in full, (a) the amount outstanding in respect of such claims will be automatically extinguished, (b) the Distributor will have no further right of payment in respect thereof and (c) the Distributor will not be able to petition for the winding-up of the ICAV or the termination of any other Fund as a consequence of any such shortfall; provided that (a) and (b) above shall not apply to any assets of the relevant Fund that may be subsequently held or recouped by the relevant Fund between the Relevant Date and date of termination of the relevant Fund in accordance with the Central Bank Rules.

## **Documents Available for Inspection**

Copies of the following documents, which are available for information only and do not form part of this document, may be inspected at the registered office of the ICAV in Ireland during normal business hours on any Business Day:-

- (a) the Instrument of Incorporation;
- (b) the Prospectus (as amended and supplemented) and the Supplements;
- (c) the KIID published in respect of each Fund/Class;
- (d) the annual and semi-annual reports relating to the Fund and the ICAV;
- (e) details of notices sent to Shareholders;
- (f) the material contracts referred to above;
- (g) the UCITS Regulations;
- (h) the Central Bank Rules; and
- (i) a list of any directorships or partnerships, past or present, held by the Directors in the last five years.

Copies of the Instrument of Incorporation (and, after publication thereof, the periodic reports and accounts) may be obtained free of charge.

## **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 the Manager whose activities have a material impact on the risk profile of the Funds. The Manager 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 Instrument of Incorporation, and will be consistent with UCITS V. The Manager will ensure that the remuneration policy is at all times consistent with the business strategy, objectives, values and interests of the ICAV, the Funds and Shareholders, and includes measures to ensure that all relevant conflicts of interest may be managed appropriately at all times. Further details with regard to the remuneration policy are available at the following website: <http://www.newvisionfunds.ie/>. The remuneration policy may be obtained free of charge on request from the Manager.

## **Miscellaneous**

Telephone and electronic communications with the relevant Investment Manager and/or its associated persons may be recorded and retained; and

Distributors and intermediaries must consider such information about the Funds and each Class of Shares as is made available by the relevant Investment Manager for the purposes of the EEA's product governance regime under MiFID II Legislation including, without limitation, target market information and negative target market information. Distributors and intermediaries may obtain such information by contacting the relevant Investment Manager.

## APPENDIX I - INVESTMENT RESTRICTIONS

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

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

included unless it is intended to avail of this provision and reference must be made to the fact that this requires the prior approval of the Central Bank.

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

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

**2.7** Deposits with any single credit institution other than a credit institution specified in Regulation 7 of the Central Bank UCITS Regulations held as ancillary liquidity shall not exceed:

(a) 10% of the NAV of the UCITS; or

(b) where the deposit is made with the Depositary 20% of the net assets of the UCITS.

**2.8** The risk exposure of a UCITS to a 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 within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand

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

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

**2.10** The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.

**2.11** Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.

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

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, Export-Import Bank.  The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.
<b>3</b>	<b>Investment in Collective Investment Schemes (“CIS”)</b>
<b>3.1</b>	A UCITS may not invest more than 20% of net assets in any one CIS.
<b>3.2</b>	Investment in AIFs may not, in aggregate, exceed 30% of net assets.
<b>3.3</b>	The CIS are prohibited from investing more than 10% of net assets in other open-ended CIS.
<b>3.4</b>	When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.
<b>3.5</b>	Where by virtue of investment in the units of another investment fund, a responsible person, an investment manager or an investment advisor receives a commission on behalf of the UCITS (including a rebated commission), the responsible person shall ensure that the relevant commission is paid into the property of the UCITS.
<b>4</b>	<b>Index Tracking UCITS</b>
<b>4.1</b>	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank
<b>4.2</b>	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
<b>5</b>	<b>General Provisions</b>
<b>5.1</b>	An investment company, ICAV or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
<b>5.2</b>	A UCITS may acquire no more than: (i) 10% of the non-voting shares of any single issuing body; (ii) 10% of the debt securities of any single issuing body; (iii) 25% of the units of any single CIS; (iv) 10% of the money market instruments of any single issuing body.  NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.
<b>5.3</b>	5.1 and 5.2 shall not be applicable to: (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities; (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State; (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members; (iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their

	<p>registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.</p> <p>(v) Shares held by an investment company or investment companies or ICAV or ICAVs in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.</p>
<b>5.4</b>	UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
<b>5.5</b>	The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
<b>5.6</b>	If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its shareholders.
<b>5.7</b>	<p>Neither an investment company, ICAV nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:</p> <ul style="list-style-type: none"> <li>- transferable securities;</li> <li>- money market instruments;</li> <li>- units of investment funds; or</li> <li>- financial derivative instruments.</li> </ul>
<b>5.8</b>	A UCITS may hold ancillary liquid assets.
<b>6</b>	<b>Financial Derivative Instruments ('FDIs')</b>
<b>6.1</b>	The UCITS global exposure relating to FDI must not exceed its total net asset value.
<b>6.2</b>	Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank UCITS Regulations/Guidance. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in Central Bank UCITS Regulations.)
<b>6.3</b>	<p>UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that</p> <ul style="list-style-type: none"> <li>- The counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.</li> </ul>
<b>6.4</b>	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank

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## APPENDIX II – RECOGNISED EXCHANGES

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With the exception of permitted investments in unlisted securities and derivative instruments, investments will be restricted to the following stock exchanges and markets listed below in accordance with the regulatory criteria as defined in the Central Bank's Regulations. For the purposes of this Appendix II, reference to "unlisted securities" may include securities that are listed on a market or exchange where such exchange is not set out in the below list in accordance with Regulation 68(1)(c) and 68(2)(a) of the UCITS Regulations. The Central Bank does not issue a list of approved stock exchanges or markets.

- (a) any stock exchange in the EU and also any investments listed, quoted or dealt in on any stock exchange in Australia, Canada, Japan, New Zealand, Norway or Switzerland which is a stock exchange within the meaning of the law of the country concerned relating to stock exchanges;
- (b) any exchange registered with the SEC as a National Stock Exchange, NASDAQ, the over-the-counter market in the U.S. regulated by the Financial Industry Regulatory Authority, Inc.; the market known as the "Grey Book Market", that is the market conducted by those persons for the time being included in the list maintained by the FCA for the purposes of section 43 of the Financial Services Act, 1986 under the conditions imposed by the FCA under that section conducted by listed money market institutions as described in the Bank of England publication entitled "The Regulation of the Wholesale Cash and OTC Derivatives Markets in Sterling, Foreign Exchange and Bullion" dated April, 1988 (as amended or revised from time to time); the over-the-counter market in Tokyo regulated by the Securities Dealers Association of Japan; the market organised by the International Capital Markets Association; the market in U.S. government securities conducted by primary dealers regulated by the Federal Reserve Bank in New York; the French market for "Titres de Créances Négociables" (over-the-counter market in negotiable debt instruments) and the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada;
- (c) all of the following stock exchanges and markets:

the Hong Kong Stock Exchange, the Bombay Stock Exchange, the Kuala Lumpur Stock Exchange, the Singapore Stock Exchange, the Taiwan Stock Exchange, the Stock Exchange of Thailand, the Korea Stock Exchange, the Shanghai Stock Exchange, the Philippines Stock Exchange, the Johannesburg Stock Exchange, the Shenzhen Stock Exchange (SZSE), the Cairo and Alexandria Stock Exchange, the National Stock Exchange of India, the Jakarta Stock Exchange, the Amman Financial Market, the Nairobi Stock Exchange, the Bolsa Mexicana de Valores, the Casablanca Stock Exchange, the Namibia Stock Exchange, the Nigeria Stock Exchange, the Karachi Stock Exchange, the Moscow Exchange, the Colombo Stock Exchange, the Zimbabwe Stock Exchange, the Buenos Aires Stock Exchange (MVBA), the Bogota Stock Exchange, the Medellin Stock Exchange, the Lima Stock Exchange, the Caracas Stock Exchange, the Valencia Stock Exchange, the Santiago Stock Exchange, the Bolsa Electronica de Chile, the Sao Paulo Stock Exchange, the Rio de Janeiro Stock Exchange, the Stock Exchange of Mauritius Ltd., the Istanbul Stock Exchange, the Botswana Stock Exchange, the Beirut Stock Exchange, the Lahore Stock Exchange, the Ho Chi Minh Stock Exchange, the Ghana Stock Exchange, the Tunis Stock Exchange, the Ukrainian Stock Exchange, the Chittagong Stock Exchange, the Dhaka Stock Exchange, the Tel Aviv Stock Exchange, the Uganda Securities Exchange, , the Bolsa de Valores de Panamá, the Lusaka Stock Exchange the market organised by the International Capital

Markets Association; the over-the-counter market in the U.S. conducted by primary and secondary dealers regulated by the SEC and by the Financial Industry Regulatory Authority, Inc. and by banking institutions regulated by the U.S. Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation; the market conducted by listed money market institutions as described in the Corporation

(d) the market conducted by listed money market institutions as described in the FCA publication entitled "The Regulation of the Wholesale Cash and OTC Derivatives Markets": "The Grey Paper" (as amended or revised from time to time); the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan; AIM - the Alternative Investment Market in the UK, regulated by the London Stock Exchange; the French Market for Titres de Créances Négociables (over-the-counter market in negotiable debt instruments); the over-the-counter market in Canadian Government Bonds regulated by the Investment Dealers Association of Canada; and

(e) for investments in financial derivative instruments:-

CME Group, NASDAQ OMX Group, Chicago Board of Trade, Chicago Mercantile Exchange, New York Mercantile Exchange, American Stock Exchange, New York Futures Exchange, New York Stock Exchange, NYSE Arca, Chicago Board Options Exchange, NASDAQ OMX NLX, NASDAQ OMX PHLX, Philadelphia Board of Trade, Kansas City Board of Trade, CBOE Futures Exchange, CME Europe, Eurex, Euronext (Amsterdam, Brussels, Lisbon, Paris), ICE Futures Europe, ICE Futures Canada, ICE Futures U.S., Australian Stock Exchange, Sydney Futures exchange, New Zealand Exchange, Toronto Stock Exchange, Montreal Stock Exchange, Bolsa Mercadorias & Futuros, Bolsa Mexicana de Valores, Hong Kong Exchange, Johannesburg Stock Exchange, MEFF Renta Variable (Madrid), Barcelona MEFF Rent Fija, OMX Nordic Exchange Copenhagen, OMX Exchange Helsinki, OMX Nordic Exchange Stockholm, Osaka Exchange, Singapore Exchange, Tokyo Financial Exchange, Tokyo Stock Exchange, Korea Exchange, London Stock Exchange, NASDAQ OMX Sweden, ERIS Exchange, Global Markets Exchange, ELX Futures

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## APPENDIX III – COLLATERAL POLICY

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In the context of efficient portfolio management techniques, collateral may be received from a counterparty for the benefit of a Fund or posted to a counterparty by or on behalf of a Fund. Any receipt or posting of collateral by a Fund will be conducted in accordance with the requirements of the Central Bank and the terms of the ICAV's collateral policy outlined below.

### Collateral – received by the UCITS

Collateral posted by a counterparty for the benefit of a Fund may be taken into account as reducing the exposure to such counterparty. Each Fund will require receipt of the necessary level of collateral so as to ensure counterparty exposure limits are not breached. Counterparty risk may be reduced to the extent that the value of the collateral received corresponds with the value of the amount exposed to counterparty risk at any given time.

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

Risks linked to the management of collateral, such as operational and legal risks, shall be identified, managed and mitigated by the ICAV's risk management process. A Fund receiving collateral for at least 30% of its assets should have an appropriate stress testing policy in place to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy will at least prescribe the components set out in Regulation 24(8) of the Central Bank Regulations.

For the purpose of providing margin or collateral in respect of transactions in techniques and instruments, the Fund may transfer, mortgage, pledge, charge or encumber any assets or cash forming part of the Fund in accordance with normal market practice and the requirements outlined in the Central Bank Rules.

All assets received by a Fund in the context of repurchase/reverse repurchase agreements and securities lending shall be considered as collateral and must comply with the terms of the ICAV's collateral policy.

### **Non-Cash Collateral**

Collateral received must, at all times, meet 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 UCITS Regulations (i.e. where collateral is taken in the form of a share or a share equivalent such shares may not carry voting rights which would enable the ICAV to exercise significant influence over the management of the issuing body).
- (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 of high quality.
- (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): Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the relevant Fund's Net Asset Value. When a Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer.

Notwithstanding the above paragraph, 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. In such circumstances, the relevant Fund must receive securities from at least six different issues, but securities from any single issue shall not account for more than 30% of that Fund's Net Asset Value. Where a Fund intends to be fully collateralised in securities issued or guaranteed by a Member State, it will be disclosed, as appropriate, in the Supplement for the relevant Fund.

- (f) Immediately available: Collateral received should be capable of being fully enforced by the relevant Fund at any time without reference to or approval from the counterparty.
- (g) Safe-keeping: Collateral received on a title transfer basis should be held by the Depository or its agent. For other types of collateral arrangement, the collateral can be held by a third party depository which is subject to prudential supervision, and which is unrelated to the provider of the collateral.
- (h) Haircuts: The Investment Manager, on behalf of the relevant Fund, shall apply suitably conservative haircuts to assets being received as collateral where appropriate on the basis of an assessment of the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of any stress tests performed as referred to above. The Investment Manager has determined that generally if issuer or issue credit quality of the collateral is not of the necessary quality or the collateral carries a significant level of price volatility with regard to residual maturity or other factors, a conservative haircut must be applied in accordance with more specific guidelines as will be maintained in writing by the Investment Manager on an ongoing basis. However, the application of such a haircut will be determined on a case by case basis, depending on the exact details of the assessment of the collateral. The Investment Manager, in its discretion, may consider it appropriate in certain circumstances to resolve to accept certain collateral with more conservative, less conservative or no haircuts applied if it so determines, on an objectively justifiable basis. Any extenuating circumstances that warrant the acceptance of relevant collateral with haircut provisions other than the guideline levels must be outlined in writing. Documentation of the rationale behind this is imperative.
- (i) Non-cash collateral cannot be sold, pledged or re-invested.

There are no restrictions on maturity provided the collateral is sufficiently liquid.

Where appropriate, non-cash collateral held for the benefit of a Fund shall be valued in accordance with the valuation policies and principles applicable to the ICAV. Subject to any agreement on valuation made with the counterparty, collateral posted to a recipient counterparty will be valued daily at mark-to-market value.

The rationale for the valuation methodology as described above is to ensure compliance with the requirements in the Central Bank Regulations.

### **Cash Collateral**

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

- (a) deposits with relevant institutions;

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

Re-invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral outlined above in Section 4.1(e). Cash collateral may not be placed on deposit with the relevant counterparty or a related entity. Exposure created through the reinvestment of collateral must be taken into account in determining risk exposures to a counterparty. Re-investment of cash collateral in accordance with the provisions above can still present additional risk for the Fund. Please refer to the section of this Prospectus entitled "Risk Factors; Reinvestment of Cash Collateral Risk" for more details.

#### Collateral – posted by the UCITS

Collateral posted to a counterparty by or on behalf of the Fund must be taken into account when calculating counterparty risk exposure. Collateral posted to a counterparty and collateral received by such counterparty may be taken into account on a net basis provided the Fund is able to legally enforce netting arrangements with the counterparty.