

## **PROSPECTUS**

**If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the Fund or the suitability for you of investment in the Fund, you should consult your stock broker, bank manager, solicitor, accountant or other independent financial adviser.**

**The Directors of the Manager of the KBI Global Investment Fund, whose names appear under the heading "Management of the Fund", 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), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.**

### **KBI GLOBAL INVESTMENT FUND**

**(An open-ended umbrella unit trust authorised by the Central Bank of Ireland pursuant to the provisions of the Unit Trusts Act, 1990 and any regulations made thereunder)**

**Alternative Investment Fund Manager**

**AMUNDI IRELAND LIMITED**

**Investment Manager**

**KBI GLOBAL INVESTORS LIMITED**

Dated: 1<sup>st</sup> December, 2022

**PRELIMINARY**

**THIS PROSPECTUS MAY ONLY BE ISSUED WITH ITS SUB-FUND INFORMATION CARD ATTACHED. THE SUB-FUND INFORMATION CARD CONTAINS SPECIFIC INFORMATION RELATING TO EACH PARTICULAR SUB-FUND.**

**SEPARATE CLASSES INFORMATION CARDS MAY BE ALSO ISSUED CONTAINING SPECIFIC INFORMATION RELATING TO ONE OR MORE CLASSES OF UNIT OF A SUB-FUND.**

*The Fund is an open-ended umbrella unit trust authorised by the Central Bank pursuant to the provisions of the Unit Trusts Act, 1990 and any regulations made thereunder.*

This Prospectus, the Sub-Fund Information Card and each Classes Information Card are governed by and construed in accordance with the laws of the Republic of Ireland and the main (but not the sole) legal implication of the contractual relationship entered into for the purpose of investment in this Fund is that an investor purchases Units in a Sub-Fund of the Fund where a Unit issued in a Sub-Fund represents the beneficial ownership of one undivided share in the assets of the relevant Sub-Fund or Class (where applicable). Each Unitholder is bound by the terms of the Prospectus, the Trust Deed and the application form executed by or on behalf of each Unitholder. The application form is governed by Irish law and the parties thereto submit to the jurisdiction of the Irish courts. Irish law provides for the enforcement of judgments obtained in other countries subject to certain conditions having been met.

***The Central Bank shall not be liable by virtue of its authorisation of the Fund and of its Sub-Funds or by reason of its exercise of the functions conferred on it by legislation in relation to the Fund and of its Sub-Fund for any default of the Fund and of its Sub-Funds.***

***Authorisation of the Fund and of its Sub-Funds by the Central Bank is not an endorsement or guarantee of the Fund or of its Sub-Funds by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus. The authorisation of the Fund and of its Sub-Funds by the Central Bank shall not constitute a warranty by the Central Bank as to the creditworthiness or financial standing of the various parties to the Fund and the Central Bank shall not be liable for the performance or default of the Fund or of its Sub-Funds.***

*No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, issue or sale of Units, other than those contained in this Prospectus and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Manager. Neither the delivery of this Prospectus nor the offer, issue or sale of any of the Units shall under any circumstances create any implication or constitute a representation that the information given in this Prospectus is correct as of any time subsequent to the date hereof.*

*This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation. The distribution of this Prospectus and the offer, issue or sale of Units in certain jurisdictions may be restricted and, accordingly, persons into whose possession this Prospectus comes are required to inform themselves about, and to observe, such restrictions. Prospective investors should inform themselves as to (a) the legal requirements within their own jurisdictions for the purchase or holding of Units, (b) any foreign exchange restrictions which may affect*

them, and (c) the income and other tax consequences which may apply in their own jurisdictions relevant to the purchase, holding or disposal of Units.

The Units have not been registered under the Securities Act and may not be offered, sold, or delivered directly or indirectly in the United States (except in accordance with an applicable exemption from the registration requirements of the Securities Act) or to, or for the account or benefit of, any US Person.

Applicants will be required to certify that they are not US Persons.

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

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

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

Statements made in this Prospectus are based on the law and practice currently in force in Ireland and are subject to changes in that law.

**Investors should note that because investments in securities can be volatile and that their value may decline as well as appreciate, there can be no assurance that a Sub-Fund will be able to attain its objective. The price of Units as well as the income therefrom may go down as well as up to reflect changes in the Net Asset Value of a Sub-Fund.**

**An investment should only be made by those persons who could sustain a loss on their investment, should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

**Attention is drawn to the section headed "Risk Factors".**

## DIRECTORY

### ALTERNATIVE INVESTMENT FUND MANAGER

Amundi Ireland Limited  
1 George's Quay Plaza  
George's Quay  
Dublin 2  
Ireland

### INVESTMENT MANAGER AND DISTRIBUTOR

KBI Global Investors Limited  
3<sup>rd</sup> Floor  
2 Harbourmaster Place  
IFSC  
Dublin 1  
Ireland

### TRUSTEE

Northern Trust Fiduciary  
Services (Ireland) Limited  
Georges Court  
54-62 Townsend Street  
Dublin 2  
Ireland

### ADMINISTRATOR, REGISTRAR AND TRANSFER

#### AGENT

Northern Trust International Fund  
Administration Services (Ireland)  
Limited  
Georges Court  
54-62 Townsend Street  
Dublin 2  
Ireland

### AUDITORS

KPMG  
Chartered Accountants  
1 Harbourmaster Place  
IFSC  
Dublin 1  
Ireland

### LEGAL ADVISERS

Dillon Eustace  
33 Sir John Rogerson's Quay  
Dublin 2  
Ireland

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## DEFINITIONS

The following definitions apply throughout this Prospectus unless the context otherwise requires:-

<b>"Accounting Date"</b>	the date by reference to which the annual accounts of the Fund and each of its Sub-Funds shall be prepared and shall be September 30 in each year or such other date as the AIFM and the Trustee may from time to time decide with the consent of the Central Bank, or (in the case of the termination of the Fund or of a Sub-Fund) the date on which monies required for the final distribution shall have been paid to the Unitholders in the relevant Sub-Fund or Sub-Funds.
<b>"Accounting Period"</b>	in respect of each Sub-Fund, a period ending on an Accounting Date and commencing (in the case of the first such period) from and including the date of the first issue of Units of the relevant Sub-Fund or (in any other case) from the end of the last Accounting Period.
<b>"Administration Agreement"</b>	the administration agreement dated 30 <sup>th</sup> September, 2021, pursuant to which Northern Trust International Fund Administration Services (Ireland) Limited was appointed by the AIFM to act as administrator of the Fund.
<b>"Administrator"</b>	Northern Trust International Fund Administration Services (Ireland) Limited or any successor company appointed by the AIFM in accordance with the requirements of the Central Bank as administrator of the Fund.
<b>"Administration Expenses"</b>	the sums necessary to provide for all costs, charges and expenses including, but not limited to, courier's fees, telecommunication costs and expenses, out-of-pocket expenses, legal and professional expenses which the AIFM incurs whether in litigation on behalf of the Fund or any of its Sub-Funds or in connection with the establishment of or ongoing administration of the Fund or any of its Sub-Funds or otherwise together with the costs, charges and expenses, including translation costs, of any notices including but not limited to reports, prospectuses, listing particulars and newspaper notices given to Unitholders in whatever manner plus value added tax (if any) on any such costs, charges and expenses and all properly vouched fees and reasonable out-of-pocket expenses of the Administrator (as administrator and as registrar and transfer agent) or of the Investment Manager, distributor, paying agent or correspondent bank incurred pursuant to a contract to which the AIFM or the AIFM's delegate and such person are party.
<b>"AIF"</b>	has the meaning given in the AIFMD Regulations.
<b>"AIFM"</b>	means Amundi Ireland Limited or any successor company approved by the Central Bank as alternative investment fund manager of the Fund.

<b>"AIFM Directive"</b>	means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
<b>"AIFM Legislation"</b>	means the AIFM Regulations, the AIFM Directive, the Level 2 Regulation, the Act and any applicable rules, or any of them, as the case may be.
<b>"AIFMD Level 2"</b>	means the Commission Delegated Regulation (EU) No. 231/2013 supplementing the AIFM Directive with regard to exemptions, general operating conditions, depositaries, leverage transparency and supervision, as may be amended from time to time.
<b>"AIFM Regulations"</b>	means the European Communities (Alternative Investment Fund Managers) Regulations, 2013 (S.I. No. 257 of 2013) as may be amended from time to time.
<b>"AIF Rulebook"</b>	means any rulebook issued by the Central Bank pursuant to the Act, as some may be amended or supplemented from time to time.
<b>"Benchmark Regulation"</b>	means Regulation (EU) 2016/1011.
<b>"Beneficial Owner"</b>	means a natural person(s): (a) who owns, or is ultimately entitled to control, more than 25 per cent of the units in the entity, or (b) who exercises ultimate control over the Fund by means of direct or indirect ownership or by other means.
<b>"Beneficial Ownership Regulations"</b>	means the European Union (Anti-Money Laundering: Beneficial Ownership of Corporate Entities) Regulations 2019 as amended by the European Union (Modifications of Statutory Instrument No. 110 of 2019) (Registration of Beneficial Ownership of Certain Financial Vehicles) Regulations 2020 as may be amended, consolidated or substituted from time to time.
<b>"Business Day"</b>	means any bank business day in Dublin excluding Saturdays and Sunday.
<b>"Central Bank"</b>	means the Central Bank of Ireland or any successor body thereto.
<b>"Central Bank Requirements"</b>	means any rules, conditions, notices, requirements or guidance of the Central Bank of Ireland applicable to the AIFM and/or the Trustee pursuant to the AIFM Legislation as same may be updated, amended or replaced from time to time.
<b>"Class" or "Class of Units"</b>	a class of Units of a Sub-Fund.

<b>"Dealing Day"</b>	means in respect of each Sub-Fund, the meaning assigned to it in the Sub-Fund Information Card to this Prospectus for the relevant Sub-Fund.
<b>"Disbursements"</b>	includes in relation to the Trustee all disbursements properly made by the Trustee in connection with its trusteeship of the Fund and each of its Sub-Funds under the Trust Deed including (but not limited to) courier's fees, telecommunication costs and expenses and the fees and out-of-pocket expenses of any sub-custodian (which will be charged at normal commercial rates) appointed by it pursuant to the provisions of the Trust Deed and all costs, charges and expenses of every kind which it may suffer or incur in connection with such trusteeship of the Fund and of each of its Sub-Funds (including the establishment thereof) and all matters attendant thereon or relative thereto and all legal and other professional expenses incurred or suffered by it in relation to or in any way arising out of the Fund and of each of its Sub-Funds (including the establishment thereof) and any value added tax liability incurred by the Trustee arising out of the exercise of its powers or the performance of its duties pursuant to the provisions of the Trust Deed.
<b>"Distribution Date"</b>	the date or dates by reference to which a distribution may at the option of the AIFM be declared.
<b>"Distribution Payment Date"</b>	the date upon which the AIFM shall determine to make payment of a distribution which shall be within 30 days of the AIFM declaring a distribution.
<b>"Distribution Period"</b>	any period ending on an Accounting Date or a Distribution Date as the AIFM may select and beginning on the day following the last preceding Accounting Date, or the day following the last preceding Distribution Date, or the date of the initial issue of Units of a Sub-Fund or Class, as the case may be.
<b>"Distributor"</b>	any one or more persons or companies or any successor persons or companies appointed by the AIFM as distributor of one or more Classes of Unit of a Sub-Fund.
<b>"ESMA"</b>	means the European Securities and Markets Authority.
<b>"ESMA Guidelines on Remuneration"</b>	means the ESMA Guidelines on sound remuneration policies under the AIFMD, published 7 July, 2013.
<b>"Exempt Irish Investor"</b>	means;



- a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;
- a company carrying on life business within the meaning of Section 706 of the Taxes Act;
- an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;
- an investment limited partnership within the meaning of Section 739J of the Taxes Act;
- a special investment scheme within the meaning of Section 737 of the Taxes Act;
- a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;
- a unit trust to which Section 731(5)(a) of the Taxes Act applies;
- a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Units held are assets of an approved retirement fund or an approved minimum retirement fund;
- a qualifying management company within the meaning of Section 739B of the Taxes Act;
- a personal retirement savings account (“PRSA”) administrator acting on behalf of a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Units are assets of a PRSA;
- a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
- the National Asset Management Agency;
- the National Treasury Management Agency or a Fund investment vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014) of which the Minister for Finance is the sole beneficial owner, or the State acting through the National Treasury Management Agency;
- the Motor Insurers’ Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurer Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018), and the Motor Insurers’ Bureau of Ireland has made a declaration to that effect to the Fund;
- a company which is within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act in respect of payments made to it by the Fund;
- a company that is within the charge to corporation tax in accordance with Section 739G(2) of the Taxes Act in respect of payments made to it by the Fund, that has made a

declaration to that effect and that has provided the Fund with its tax reference number but only to extent that the relevant Sub-Fund is a money market fund (as defined in Section 739B of the Taxes Act); or

- any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Units under taxation legislation or by written practice or concession of the Irish Revenue Commissioners without giving rise to a charge to tax in the Fund or jeopardising tax exemptions associated with the Fund giving rise to a charge to tax in the Fund;

provided that they have correctly completed the Relevant Declaration.

***“External Valuer”***

means an external valuer appointed in accordance with the AIFM Regulations.

***“Fund”***

KBI Global Investment Fund.

***“GDPR”***

means Regulation (EU) 2016/679 of the European Parliament and of the Council (as amended, updated or replaced from time to time).

***“Intermediary”***

means a person who:-

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

***“Investment Manager”***

KBI Global Investors Limited or any successor person or company appointed by the AIFM in accordance with the requirements of the Central Bank as investment manager of each Sub-Fund.

***“Investment Management and Agreement”***

the investment management and distribution agreement dated 30<sup>th</sup> September, 2021, pursuant to which the Investment Manager was appointed by the AIFM to act as investment manager and distributor of the Fund.

***“IREF”***

means an Irish non-UCITS regulated fund or, where that non-UCITS regulated fund is an umbrella fund, a sub-fund of the regulated fund—

- (a) in which 25% or more of the value of the assets at the end of the

immediately preceding accounting period is derived directly or indirectly from certain Irish real estate type assets ("IREF assets"), or

- (b) where paragraph (a) above does not apply, it would be reasonable to consider that the main purpose, or one of the main purposes, of the fund or the sub-fund, as the case may be, was to acquire IREF assets or to carry on activities involving IREF assets, the profits or gains of which, apart from the specific exemption set out in the legislation dealing with regulated funds, would be chargeable to income tax, corporation tax or capital gains tax, including, but without limitation to the generality of the preceding words, activities which would be regarded as (i) dealing in or developing land, or (ii) a property rental business;

and where this applies to a sub-fund of an umbrella fund, for the purposes of the calculation, assessment and collection of any tax due, each sub-fund of such umbrella scheme shall be treated as a separate legal person;

**"Ireland"**

means the Republic of Ireland.

**"Irish Resident"**

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

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

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

A company and also companies not so incorporated but that are managed and controlled in Ireland, will be tax resident in Ireland except to

- the extent that the company in question is, by virtue of

- a double taxation treaty between Ireland and another country, regarded as resident in a territory other than Ireland (and thus not resident in Ireland).

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

<b>"Member State"</b>	a member state of the European Union.
<b>"MiFID II"</b>	means Directive 2014/65/EU as may be amended from time to time.
<b>"Net Asset Value of a Class"</b>	the net asset value of a Class calculated in accordance with the provisions of the Trust Deed, as described under "Administration of the Fund - Calculation of Net Asset Value".
<b>"Net Asset Value of the Fund"</b>	the aggregate Net Asset Value of all the Sub-Funds.
<b>"Net Asset Value of a Sub-Fund"</b>	the net asset value of a Sub-Fund calculated in accordance with the provisions of the Trust Deed, as described under "Administration of the Fund - Calculation of Net Asset Value".
<b>"Net Asset Value per Unit"</b>	the net asset value per Unit of a Class calculated in accordance with the provisions of the Trust Deed, as described under "Administration of the Fund - Calculation of Net Asset Value".
<b>"OECD"</b>	means the Organisation for Economic Co-operation and Development whose current member countries are the member states of the European Union, Australia, Canada, Chile, Iceland, Japan, Korea, Mexico, New Zealand, Norway, Switzerland, Turkey, Israel and the United States.
<b>"Ordinarily Resident in Ireland"</b>	<ul style="list-style-type: none"> <li>• in the case of an individual, means an individual who is ordinarily resident in Ireland for tax purposes;</li> <li>• in the case of a trust, means a trust that is ordinarily resident in Ireland for tax purposes.</li> </ul>

An individual will be regarded as ordinarily resident for a particular tax year if he/she has been Irish Resident for the three previous consecutive tax years (i.e. he/she becomes ordinarily resident with effect from the commencement of the fourth tax year). An individual will remain ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2021 to 31 December 2021 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year 1

January 2024 to 31 December 2024.

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

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

***"Recognised Exchange"*** any regulated stock exchange or market on which a Sub-Fund may invest. A list of those stock exchanges or markets is contained in Appendix I hereto.

***"Regulated Collective Investment Schemes"*** schemes authorised in Ireland, or in another jurisdiction authorised by a supervisory authority set up in order to ensure the protection of Unitholders and which, in the opinion of the Central Bank, provides an equivalent level of investor protection as that provided under Irish laws, regulations and conditions governing collective investment schemes. These schemes are Category 1 investment funds and Category 2 investment funds as defined in the AIF Rulebook.

***"Relevant Declaration"*** means the declaration relevant to the Unitholder as set out in Schedule 2B of the Taxes Act.

***"Relevant Period"*** means a period of 8 years beginning with the acquisition of a Unit by a Unitholder and each subsequent period of 8 years beginning immediately after the preceding Relevant Period.

***"Settlement Date"*** means, in the case of an application for Units, the third Business Day following the relevant Dealing Day (and the first Business Day following the relevant Dealing Day in the case of KBI Cash Plus Fund) or such other period as the Directors or their delegate may determine and notify to Unitholders in advance. In respect of the redemption of Units, the Settlement Date will be up to three Business Days following the relevant Dealing Day (and one Business Day in the case of KBI Cash Fund), or such other period as the Directors or their delegate may determine, provided that repurchase proceeds will be paid within ten Business Days of the relevant Dealing Day in accordance with the Central Bank's requirements.

***"Side Pocket Units"*** a particular division of Units in a Sub-Fund created at the discretion of the AIFM, as described under "Administration of the Fund – Side Pockets".

**“Specified US Person”**

means (i) a US citizen or resident individual, (ii) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof (iii) a trust if (a) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (b) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States **excluding** (1) a corporation the stock of which is regularly traded on one or more established securities markets; (2) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i); (3) the United States or any wholly owned agency or instrumentality thereof; (4) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (5) any organization exempt from taxation under section 501(a) or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code; (6) any bank as defined in section 581 of the U.S. Internal Revenue Code; (7) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code; (8) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (9) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code; (10) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code; (11) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; or (12) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code. This definition shall be interpreted in accordance with the US Internal Revenue Code.

**“Sub-Funds”**

the Sub-Funds listed in the Sub-Fund Information Card attached hereto and any other Sub-Fund established by the AIFM from time to time with the approval of the Trustee and of the Central Bank.

**“Securities Act”**

the United States Securities Act of 1933, as amended.

**“Taxonomy Regulation”**

means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088.

**“Trust Deed”**

the Amended and Restated Trust Deed dated 22<sup>nd</sup> July, 2014 between the AIFM and the Trustee pursuant to which the Trustee

acts as trustee of the Fund and the AIFM acts as alternative investment fund manager of the Fund, as novated and amended by a Novation of Trust Deed dated 30<sup>th</sup> September, 2021.

<b>"Taxes Act"</b>	The Taxes Consolidation Act, 1997 (of Ireland) as amended.
<b>"Trustee"</b>	Northern Trust Fiduciary Services (Ireland) Limited or any successor company approved by the Central Bank as trustee of the Fund.
<b>"Umbrella Cash Account"</b>	means (a) a cash account designated in a particular currency opened at umbrella level in the name of the Trustee for and on behalf of the Fund for the account of all Sub-Funds into which (i) subscription monies received from investors who have subscribed for Units are deposited and held until Units are issued as of the relevant Dealing Day; or (ii) redemption monies due to investors who have redeemed Units are deposited and held until paid to the relevant investors; or (iii) dividend payments owing to Unitholders are deposited and held until paid to such Unitholders.
<b>"United States"</b>	the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.
<b>"U.S. Act"</b>	means The United States Investment Company Act, 1940, as amended from time to time.
<b>"Unregulated Collective Investment Schemes"</b>	schemes which do not provide a level of investor protection equivalent to schemes authorised under Irish laws and subject to Irish regulations and conditions.
<b>"US Person"</b>	any resident of the United States, a corporation, partnership or other entity created or organised in or under the laws of the United States, or any person falling within the definition of the term "US person" under Regulation S promulgated under the Securities Act and who does not qualify as "accredited investors" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.
<b>"Unitholder"</b>	a person who is registered as the holder of a Unit from time to time.
<b>"Unit"</b>	one undivided share in the assets of a Sub-Fund attributable to the relevant Class.
<b>"Valuation Day"</b>	each Dealing Day and such other day or days as the AIFM may, with the approval of the Trustee, determine.

In this Prospectus, unless otherwise specified, all references to "billion" are to one thousand million, to "Dollars", "US\$" or "cents" are to United States dollars or cents, to "UK£" or "Sterling" are to English pounds, all references to "Euro" are to the unit of single currency as defined in and subject to the

provisions of Council Regulation (EC) No. 1103/97 and Council Regulation (EC) No. 974/98 of 3 May 1998 and all other Regulations on the introduction of the Euro.



## SUMMARY

The following is qualified in its entirety by the detailed information included elsewhere in this Prospectus and in the Trust Deed.

<b>The Fund</b>	The Fund is an open-ended umbrella unit trust established authorised in Ireland pursuant to the Unit Trusts Act, 1990 (the "Act").
<b>The Sub-Funds/ Classes</b>	The Fund is made up of the Sub-Funds, each Sub-Fund being a single pool of assets. The AIFM may, whether on the establishment of a Sub-Fund or from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription, designated currency, distribution policy and such other features as the AIFM may determine may be applicable. Units shall be issued to investors as Units in a Class.
<b>Investment Objectives and Policies</b>	The assets of a Sub-Fund will be invested separately in accordance with the investment objectives and policies of that Sub-Fund as set out in the Sub-Fund Information Card to this Prospectus.
<b>AIFM</b>	Amundi Ireland Limited.
<b>Investment Manager</b>	KBI Global Investors Limited.
<b>Administrator</b>	Northern Trust International Fund Administration Services (Ireland) Limited.
<b>Trustee</b>	Northern Trust Fiduciary Services (Ireland) Limited.
<b>Initial Issue of Units</b>	During the initial offer period of a Class, Units shall be issued at a given initial issue price. The initial offer period and initial issue price of each Class is set out in the relevant Classes Information Card to this Prospectus.
<b>Redemption of Units</b>	Units will be redeemed at the option of Unitholders at a price per Unit equal to the Net Asset Value per Unit. A redemption charge may be imposed on the redemption of Units of a relevant Class of a Sub-Fund. Details of any such redemption charge will be set out in the relevant Classes Information Card to this Prospectus.
<b>Distribution Policy</b>	The AIFM intends to automatically reinvest all earnings, dividends and other distributions of whatever kind as well as realised capital gains arising from that proportion of the Net

Asset Value of each Sub-Fund attributable to "A" Units pursuant to the investment objective and policies of the relevant Sub-Fund for the benefit of Unitholders in the relevant Sub-Fund. Accordingly, the AIFM does not intend to make distributions in respect of "A" Units.

The AIFM may make distributions in respect of "B" Units out of that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units.

## **Taxation**

Subject to the provisions contained in the section "Taxation – Ireland", the Fund will not be chargeable to tax on its income and capital gains. Tax can arise in respect of chargeable events in respect of a Unitholder who is Irish Resident or Ordinarily Resident in Ireland. In general no Irish stamp duty or other taxes are payable on subscriptions for Units in the Fund. However, where any subscription for Units or redemption is satisfied by the in specie transfer of Irish securities or other Irish property, Irish stamp duty might arise on the transfer of such securities or property. (Please see the section headed "Taxation").

## **THE FUND**

### **Introduction**

The Fund, constituted on the 22<sup>nd</sup> day of December, 2000, is an open-ended umbrella unit trust authorised by the Central Bank pursuant to the provisions of the Unit Trusts Act, 1990 and any regulations made thereunder. Its rules are set out in the Trust Deed which is binding upon the Trustee, the AIFM and all Unitholders.

The Trust Deed constitutes the Fund which is made up of the Sub-Funds, each Sub-Fund being a single pool of assets. The AIFM may, whether on the establishment of a Sub-Fund or, from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription, designated currency, distribution policy and such other features as the AIFM may determine may be applicable. A separate pool of assets is not being maintained for each Class. Units shall be issued to investors as Units in a Class.

The current Sub-Funds and the types of Classes available in each are listed in the Sub-Fund Information Card attached hereto. Additional Sub-Funds may, with the prior approval of the Central Bank and the approval of the Trustee, be added by the AIFM. The name of each additional Sub-Fund, details of its investment objective and policies, details of the types of Classes available, details of the issue of Units and details of Sub-Fund specific fees and expenses shall be set out in a Sub-Fund Information Card to this Prospectus. Additional Classes may be established by the AIFM and notified to and cleared in advance with the Central Bank or otherwise must be created in accordance with the requirements of the Central Bank. Class specific details are set out in the Classes Information Cards attached to this Prospectus.

The AIFM may, upon notice to the Trustee and the Central Bank, close any Sub-Fund or Class in existence by serving not less than thirty days notice on the Unitholders in that Sub-Fund or Class and on the Central Bank.

The proceeds from the issue of Units in a Sub-Fund shall be applied in the records and accounts of the Fund for that Sub-Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to that Sub-Fund subject to the provisions of the Trust Deed. The assets of a Sub-Fund will be invested separately in accordance with the investment objective and policies of that Sub-Fund as set out in the Sub-Fund Information Card to this Prospectus. The Sub-Fund Information Card may be amended, in accordance with the requirements of the Central Bank, as Sub-Funds are added to the Fund or their approval is revoked as the case may be.

Monies subscribed for each Sub-Fund should be in the denominated currency of the relevant Sub-Fund.

Each Sub-Fund will be treated as bearing its own liabilities as may be determined at the discretion of the Trustee with the approval of the AIFM. The Fund is not liable as a whole to third parties, provided however, that if the Trustee is of the opinion that a particular liability does not relate to any particular Sub-Fund or Sub-Funds, that liability shall be borne jointly by all Sub-Funds pro rata to their respective Net Asset Values at the time when the allocation is made.

The assets of each Sub-Fund shall belong exclusively to that Sub-Fund, shall be segregated from the assets of the other Sub-Funds, shall not be used to discharge directly or indirectly the liabilities of or claims against any other Sub-Fund and shall not be available for such purpose.

## **Investment Objectives and Policies**

The assets of a Sub-Fund will be invested separately in accordance with the investment objective and policies of that Sub-Fund which are set out in the Sub-Fund Information Card to this Prospectus. The Sub-Fund Information Card may be amended from time to time as Sub-Funds are added to the Fund or their approval revoked, as the case may be.

The investment return to Unitholders of a particular Sub-Fund is related to the Net Asset Value of that Sub-Fund which in turn is primarily determined by the performance of the portfolio of assets held by that Sub-Fund. Where reference to a specific index is made in the investment policy of a Sub-Fund, the AIFM may, without assuming a change in that investment policy, change the reference index to any other index representing a similar or generally consistent exposure where, for reasons outside the AIFM's control, the original reference index is no longer the benchmark index for that exposure. Any such change in an index shall be disclosed in the periodic reports where the relevant Sub-Fund is being measured against the index.

Pending investment of the proceeds of a placing or offer of Units or where market or other factors so warrant, a Sub-Fund's assets may, subject to the investment restrictions set out under the heading "Investment Restrictions" below, be invested in money market instruments (such as commercial paper, floating rate notes and government bonds with maturities of less than one year) and/or cash deposits denominated in such currency or currencies as the AIFM may determine having consulted with the Investment Manager.

A Sub-Fund may also hold or maintain ancillary liquid assets including but not limited to time deposits, master demand notes, variable rate demand notes and short-term funding agreements, subject to the investment restrictions set out under the heading "Investment Restrictions" below.

Where considered appropriate, each Sub-Fund may utilise techniques and instruments for efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down in the AIF Rulebook. These techniques and instruments include, but are not limited to futures, options, warrants, stocklending arrangements and forward currency contracts. Forward foreign exchange contracts may be used, but solely for hedging purposes. In circumstances where a Sub-Fund utilises techniques and instruments for efficient portfolio management and/or to protect foreign exchange risks, details will be set out in the relevant Sub-Fund Information Card. A risk management process will be submitted to and cleared by the Central Bank prior to a Sub-Fund utilising any of the aforementioned instruments.

Any change to the investment objectives or a material change to the investment policies of a Sub-Fund, as disclosed in the Sub-Fund Information Card, may not be effected without the prior written approval of all Unitholders of the relevant Sub-Fund or without approval on the basis of a majority of votes cast at a general meeting of Unitholders of the relevant Sub-Fund. In the event of a change of investment objectives and/or investment policy of a Sub-Fund, on the basis of a majority of votes cast at a general meeting, a reasonable notification period shall be provided by the AIFM to enable Unitholders of the relevant Sub-Fund redeem their Units prior to implementation of such changes.

The Trustee may appropriate and set aside cash or other property of a Sub-Fund approved by the AIFM and acceptable to the Trustee sufficient to provide for paying up investments of the relevant Sub-Fund. The cash or other property so appropriated shall form part of the assets of the relevant Sub-Fund but shall

not be available for application without the consent of the Trustee in any way otherwise than as may be required for paying up the investment of the relevant Sub-Fund or meeting the liability in respect of which the appropriation was made so long as and to the extent that investment remains part of the assets of the relevant Sub-Fund or any liability (contingent or otherwise) exists in respect thereof. Where any cash forming part of the assets of a Sub-Fund or the distribution account is transferred to a deposit account with the Trustee or any Associate thereof (being a recognised banking institution) such person shall pay interest thereon in accordance with normal banking practice. Subject thereto, such person shall be entitled to retain for its own use any benefit it may derive from any such cash for the time being in its hands (whether on current or deposit account).

### **Investment Restrictions**

Within each Sub-Fund's investment policies, the following restrictions shall apply (save to the extent disapplied to particular Sub-Funds as set out in the Sub-Fund Information Card to this Prospectus):

1. the Sub-Fund may invest no more than 20% of its net assets in securities which are not dealt in on a Recognised Exchange;
2. the Sub-Fund may invest no more than 20% of its net assets in securities issued by the same body; in the case of a Sub-Fund whose investment policy is to replicate an Index, this limit is increased to 35% in the case of a single issuer, where this is justified by exceptional market conditions;
3. the Sub-Fund may acquire the units of other open-ended collective investment schemes, subject to the following:
  - (i) subject to paragraph 3(iv), a Sub-Fund shall only invest in open-ended investment funds provided the underlying investment funds are regulated investment funds;
  - (ii) subject to paragraph 3(iv), a Sub-Fund shall not invest more than 30% of net assets in any one open-ended investment fund;
  - (iii) a Sub-Fund which invests more than 30% of net assets in other investment funds shall ensure that the investment funds in which it invests are prohibited from investing more than 30% of net assets in other investment funds. Any such investments must not be made for the purpose of duplicating management and/or investment management fees;
  - (iv) a Sub-Fund shall not invest more than 20% of net assets in unregulated open-ended investment funds;
  - (v) a Sub-Fund shall only invest in units of an investment fund managed by the AIFM or by an associated or related company where the AIFM has waived the preliminary/initial/redemption charge which it would normally charge;
  - (vi) a Sub-Fund shall ensure that any commission or other fee received by the AIFM must be paid into the property of the Sub-Fund;
  - (vii) an investment by a Sub-Fund in the units of another Sub-Fund of the Fund is subject to the following:

- (a) investment must not be made in a Sub-Fund which itself holds units in other Sub-Funds of the Fund;
  - (b) where a Sub-Fund (the "Investing Fund") invests in units of other Sub-Funds of the Fund (each a "Receiving Fund"), the rate of the annual management fee which investors in the Investing Fund are charged in respect of that portion of the Investing Fund's assets invested in Receiving Funds (whether such fee is paid directly at the Investing Fund level, indirectly at the level of the Receiving Funds or a combination of both) may not exceed the rate of the maximum annual management fee which investors in the Investing Fund may be charged in respect of the balance of the Investing Fund's assets, such that there shall be no double charging of the annual management fee to the Investing Fund as a result of its investments in the Receiving Fund. This provision is also applicable to the annual fee charged by the Investment Manager where this fee is paid directly out of the assets of the Sub-Fund; and
  - (c) investment by way of transfer for consideration is subject to prior notification to the Central Bank;
4. no more than 10 per cent of the Sub-Fund's net assets may be kept on deposit with any one institution. This limit is increased to 30 per cent for deposits with or securities evidencing deposits issued by the following:
- (i) a credit institution authorised in the European Economic Area ("EEA") (European Union member states, Norway, Iceland, Liechtenstein);
  - (ii) a credit institution by a signatory state, other than an EEA member state, to the Basle Capital Convergence Agreement of July, 1988 (Switzerland, Canada, Japan, United States);
  - (iii) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand;
  - (iv) the Trustee; or
  - (v) with the prior approval of the Central Bank, a credit institution which is an associated or related company of the Trustee.
5. the Sub-Fund may not hold more than 20% of any class of security issued by any single issuer;
6. the Sub-Fund may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body; this requirement does not apply to investments in other investment funds;
7. the Sub-Fund may invest up to 100 per cent of its net assets in transferable securities issued or guaranteed by the US government, its agencies or instrumentalities and transferable securities issued or guaranteed by a member state of the EU or the OECD or issued or guaranteed by a local authority of any member state of the EU or the OECD or by the World Bank, the European Investment Bank, the Asian Development Bank, the Inter-American Development Bank, the International Bank for Reconstruction and Development, the European Bank for Reconstruction and Development, the European Community, Euratom, the International Finance Corporation, the International Investment Bank, the International Monetary Fund, and issues backed by the full

faith and credit of the US government and issues of the US Federal National Mortgage Association and the US Federal Home Loan Mortgage Corporation;

8. the Sub-Fund may hold ancillary liquid assets;
9. the Sub-Fund may invest up to 5 per cent of its net assets in warrants on transferable securities which are traded in or dealt on a Recognised Exchange;
10. the Sub-Fund may not carry out sales of transferable securities when such securities are not in ownership of the Sub-Fund;
11. the Sub-Fund shall not have a risk exposure to a counterparty in an OTC derivative transaction which exceeds the following:
  - (a) where the counterparty is a relevant institution, 10% of the Sub-Fund's net assets; or
  - (b) in any other case, 5% of the Sub-Fund's net assets.
12. the Sub-Fund shall ensure that its global exposure relating to derivative instruments will not exceed the total net asset value of the Sub-Fund. When a transferable security or money market instrument contains an embedded derivative, the latter shall be taken into account when complying with the foregoing limit.

A Sub-Fund may derogate from these investment restrictions for six months following the date of its launch provided it observes the principle of risk spreading.

Specific additional investment restrictions applicable to particular Sub-Funds are set out in the Sub-Fund Information Card to this Prospectus.

### **Borrowings and Leverage**

It is not intended that a Sub-Fund will borrow money, however, a Sub-Fund will retain the discretion to borrow and if, in the course of normal trade and business, borrowings are required then the Trustee, in accordance with the instructions of the AIFM, shall have the power from time to time to borrow for the account of a Sub-Fund from bankers and others sums not exceeding twenty five per cent of the Net Asset Value of the Sub-Fund (provided that credit balances (e.g. cash) may not be offset against borrowings when determining the percentage of borrowings outstanding) and to secure such borrowings by pledging, mortgaging or charging the assets of the relevant Sub-Fund, provided that no such pledge, mortgage or charge of the assets of the Sub-Funds shall occur without the prior written consent of the Trustee and the proportion of the assets of the Sub-Fund pledged, mortgaged or charged to secure such borrowings shall be the minimum amount required to secure such borrowings. The Trustee, in accordance with the instructions of the AIFM, shall also have the power to acquire foreign currency by means of a back-to-back loan and any such back-to-back loan shall not count as borrowing for the purposes of this paragraph.

It is not intended that any of the Sub-Funds will be leveraged. Further, no arrangements have been made for the provision of collateral by the Sub-Funds to third parties or for the re-use of assets of the Sub-Funds by third parties.

The Trustee, in accordance with the instructions of the AIFM, shall take corrective action, as soon as possible afterwards, to repay any borrowing incurred.

## **General**

The above limits on investments are deemed to apply at the time of purchase of the investments. If those limits are subsequently exceeded for reasons beyond the control of a Sub-Fund or as a result of the exercise of subscription rights, the Sub-Fund must adopt as a priority objective for its sales transactions, the remedying of that situation taking due account of the interests of its Unitholders.

## **Capacity to Avail of Changes to AIF Rulebook**

It is intended that a Sub-Fund will have the power (subject to the prior approval of the Central Bank and to any such change being materially consistent with the investment objective and policies of the relevant Sub-Fund) to avail of any change in the limits on investments contained in the AIF Rulebook which would permit investment by or on behalf of the relevant Sub-Fund in funds, securities, derivative instruments or in any other forms of investments in which investment is, at the date of this Prospectus, restricted or prohibited under the AIF Rulebook.

## **Distribution Policy**

The AIFM intends to automatically reinvest all earnings, dividends and other distributions of whatever kind, as well as realised capital gains arising from that proportion of the Net Asset Value of each Sub-Fund attributable to "A" Units pursuant to the investment objective and policies of the relevant Sub-Fund for the benefit of "A" Unitholders in the relevant Sub-Fund. Accordingly, the AIFM does not intend to make distributions in respect of "A" Units.

The AIFM may make distributions in respect of "B" Units. Any distribution in respect of the "B" Units of a Sub-Fund shall be made on a Distribution Payment Date or as soon as practicable thereafter. The distribution policy in relation to each Sub-Fund is set out in the Sub-Fund Information Card to this Prospectus.

The amount available for distribution to "B" Unitholders in respect of any Distribution Period shall be a sum equal to the aggregate of (i) the net income received by the Trustee (whether in the form of dividends, interest or otherwise) during the Distribution Period in relation to that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units of the relevant Class, and (ii) if considered necessary in order to maintain a reasonable level of dividend distributions, realised and unrealised capital gains less realised and unrealised capital losses made during the Distribution Period on the disposal/valuation of assets arising from that proportion of the Net Asset Value of the relevant Sub-Fund attributable to "B" Units of the relevant Class, subject to such adjustments as may be appropriate under the following headings:

- (a) addition or deduction of a sum by way of adjustment to allow for the effect of sales or purchases cum or ex dividend;
- (b) addition of a sum representing any interest or dividends or other income accrued but not received by the AIFM at the end of the Distribution Period and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous



Distribution Period) interest or dividends or other income accrued at the end of the previous Distribution Period;

- (c) addition of the amount (if any) available for distribution in respect of the last preceding Distribution Period but not distributed in respect thereof;
- (d) addition of a sum representing the estimated or actual repayment of tax resulting from any claims in respect of income tax relief or double taxation relief or otherwise;
- (e) deduction of the amount of tax or other estimated or actual liability properly payable out of the income of that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units of the relevant Class;
- (f) deduction of a sum representing participation in income paid upon the cancellation of the relevant Class during the Distribution Period; and
- (g) deduction of such amount as the AIFM may certify necessary in respect of any expenses, remunerations or other payments (including Administration expenses, Disbursements and the service charge) accrued during the Distribution Period and properly payable out of the income or capital of that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units of the relevant Class.

The amount to be distributed in respect of each Distribution Period shall be determined by the AIFM in consultation with the Investment Manager within the amount available for distribution provided that any amount which is not distributed in respect of such Distribution Period may be carried forward to the next Distribution Period.

Distributions not claimed within six years from their due dates will lapse and revert to the relevant Sub-Fund.

Unless otherwise requested by the payee, any distribution payable to a Unitholder will be paid in the denominated currency of the relevant Sub-Fund by bank transfer, at the expense of the Unitholder. Every such bank transfer shall be made payable to the order of such Unitholder or, in the case of joint Unitholders, made payable to the order of all named joint Unitholders who have requested such redemption at the risk of such Unitholder or joint Unitholders.

Pending payment to the relevant Unitholder, distribution payments may be held in an Umbrella Cash Account and will be treated as an asset of the relevant Sub-Fund until paid to that Unitholder and will not benefit from the application of any investor money protection rules. In such circumstance, the Unitholder will be an unsecured creditor of the relevant Sub-Fund with respect to the distribution amount held by the Sub-Fund until paid to the Unitholder and the Unitholder entitled to such distribution amount will be an unsecured creditor of the Sub-Fund.

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

Your attention is drawn to the section of the Prospectus entitled “Risk Factors” –“Operation of Umbrella Cash Accounts”.

### **Liquidity Management Policy and Redemption Rights**

The AIFM has established a liquidity management policy which enables it to identify, monitor and manage the liquidity risks of the Fund and each Sub-Fund and to ensure the liquidity profile of the investments of the Sub-Funds will facilitate compliance with its underlying obligations.

The AIFM’s liquidity policy takes into account the investment strategy, the liquidity profile, redemption policy and other underlying obligations of the Sub-Funds. The liquidity management systems and procedures include appropriate escalation measures to address anticipated or actual liquidity shortages or other distressed situations of the Sub-Funds.

In summary, the liquidity management policy monitors the profile of investments held by each Sub-Fund and ensures that such investments are appropriate to the redemption policy as stated herein and will facilitate compliance with the Sub-Fund’s underlying obligations. Further, the liquidity management policy includes details on periodic stress testing carried out by the AIFM or its delegates to manage the liquidity risk of each Sub-Fund in exceptional and extraordinary circumstances.

The AIFM seeks to ensure that the investment strategy, the liquidity profile and the redemption policy of each Sub-Fund are consistent. The investment strategy, liquidity profile and redemption policy will be considered to be aligned when investors have the ability to redeem their investments in a manner consistent with the fair treatment of all investors and in accordance with the AIFM’s redemption policy and its obligations. In assessing the alignment of the investment strategy, liquidity profile and redemption policy, the AIFM shall have regard to the impact that redemptions may have on the underlying prices or spreads of the individual assets of each Sub-Fund.

Details of the redemption rights of Unitholders, including redemption rights of Unitholders in normal and exceptional circumstances and existing redemption arrangements are set out in the section of this Prospectus entitled “Redemption of Units”.

### **Operation of Umbrella Cash Accounts**

The Trustee, at the request of the Manager, has established an Umbrella Cash Account designated in different currencies at umbrella level in the name of the Trustee on behalf of the Fund for the account of all Sub-Funds. All subscriptions, redemptions or dividends payable to or from the relevant Sub-Fund will be channelled and managed through such Umbrella Cash Accounts and no such accounts shall be operated at the level of each individual Sub-Fund. However, the Trustee and the AIFM will ensure that the amounts within an Umbrella Cash Account whether positive or negative can be attributed to the relevant Sub-Fund in order to comply with the requirement as set out in the Trust Deed that the assets and liabilities of each Sub-Fund are kept separate from all other Sub-Funds and that separate books and records are maintained for each Sub-Fund in which all transactions relevant to a Sub-Fund are recorded.

Further information relating to such Umbrella Cash Account is set out in the sections below entitled (i) “The Fund” - “Distribution Policy” (ii) “Application For Units” – “Operation of Umbrella Cash Accounts” and (iii) “Redemption of Units” - “Operation of Umbrella Cash Accounts”.

## RISK FACTORS

Potential investors should consider the following risks before investing in any of the Sub-Funds.

***The below should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in a Sub-Fund. Potential investors should be aware that an investment in a Sub-Fund may be exposed to other risks of an exceptional nature from time to time.***

### **General**

Potential investors should be aware that the value of Units and the income therefrom can, in common with other shares or Units, fluctuate.

***The difference at any one time between the issue and redemption price of Units means that an investment in a Sub-Fund should be viewed as medium to long term.***

### **Rejected Applications and Forfeiture**

There may be loss of investment opportunity or loss in the value of cash during any period of time in which any application money is not invested in the Fund.

### **Investment Strategy/ No Guarantee**

The performance of Sub-Funds, through investment that includes investment in other funds, is affected by the selection of funds by the Investment Manager and by investment decisions of investment managers of the relevant funds. There is no guarantee from any party that Sub-Funds will meet their investment objectives.

### **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 Sub-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 Sub-Fund may liquidate positions to meet redemption requests or other funding requirements.

## **Exchange Control and Repatriation Risk**

It may not be possible for Sub-Funds to repatriate capital, dividends, interest and other income from certain countries, or it may require government consents to do so. Sub-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**

Certain Sub-Funds may invest in equity and equity-related securities (such as convertible bonds and warrants) of companies in emerging markets. Such securities may involve a high degree of risk and may be considered speculative. Risks include (i) greater risk of expropriation, confiscatory taxation, nationalisation, and social, political and economic stability; (ii) the small current size of the markets for securities of emerging markets issuers and the currently low or non-existent volume of trading, resulting in lack of liquidity and in price volatility, (iii) certain national policies which may restrict a Sub-Fund's investment opportunities including restrictions on investing in issuers or industries deemed sensitive to relevant national interests; and (iv) the absence of developed legal structures governing private or foreign investment and private property.

The economics of emerging markets in which a Sub-Fund may invest may differ favourably or unfavourably from the economics of industrialised countries. The economies of developing countries are generally heavily dependant on international trade and have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade.

Investments in emerging markets entail risks which include the possibility of political or social instability, adverse changes in investment or exchange control regulations, expropriation and withholding of dividends at source. In addition, such securities may trade with less frequency and volume than securities of companies and governments of developed, stable nations. Whilst each Sub-Fund invests in transferable securities, there is also a possibility that redemption of Units, following a redemption request, may be delayed due to the illiquid nature of such investments.

A Sub-Fund may invest in transferable securities in developing countries with new or developing capital markets. These countries may have relatively unstable governments, economics based on only a few industries and securities markets that trade a limited number of securities and which are subject to a lesser degree of supervision and regulation by the competent authorities. Securities of issuers located in these countries tend to have volatile prices and offer the potential for substantial loss as well as gain. Furthermore, the available information about issuers located in these countries might be limited. In addition, these securities may be less liquid than investments in more established markets as a result of the inadequate trading volume or restrictions on trading imposed by the governments of such countries.

## **Registration Risk**

In some emerging market countries, evidence of legal title to shares is maintained in "book-entry" form. In order to be recognised as the registered owner of the shares of a company, a purchaser or purchaser's representative must physically travel to a registrar and open an account with the registrar (which, in certain cases, requires the payment of an account opening fee). Thereafter, each time that the purchaser

purchases additional shares of the company, the purchaser's representative must present to the registrar powers of attorney from the purchaser and the seller of such shares, along with evidence of such purchase, at which time the registrar will debit such purchased shares from the seller's account maintained on the register and credit such purchased shares to the purchaser's account to be maintained to the register.

The role of the registrar in such custodial and registration processes is crucial. Registrars may not be subject to effective government supervision and it is possible for a Sub-Fund to lose its registration through fraud, negligence or mere oversight on the part of the registrar. Furthermore, while companies in certain emerging market countries may be required to maintain independent registrars that meet certain statutory criteria, in practice, there can be no guarantee that this regulation has been strictly enforced. Because of this possible lack of independence, management of companies in such emerging market countries can potentially exert significant influence over the shareholding in such companies. If the company register were to be destroyed or mutilated, the Sub-Fund's holding of the relevant shares of the company could be substantially impaired, or in certain cases, deleted. Registrars often do not maintain insurance against such occurrences, nor are they likely to have assets sufficient to compensate the Sub-Fund as a result thereof. While the registrar and the company may be legally obliged to remedy such loss, there is no guarantee that either of them would do so, nor is there any guarantee that the Sub-Fund would be able to successfully bring a claim against them as a result of such loss. Furthermore, the registrar or the relevant company could wilfully refuse to recognise the Sub-Fund as the registered holder of shares previously purchased by the Sub-Fund due to the destruction of the company's register.

### **Technology Stock Risk**

The value of Units of a Sub-Fund which invests in technology stock may be susceptible to factors affecting technology and technology-related industries and to greater risk and market fluctuation than an investment in a scheme that invests in broader range of securities. Technology and technology-related industries may be subject to greater governmental regulation than many other industries in certain countries - changes in governmental policies and the need for regulatory approvals may have a material adverse effect on these industries. Additionally, these companies may be subject to risks of developing technologies, competitive pressures and other factors and are dependent upon consumer and business acceptance as new technologies evolve. Securities of smaller, less experienced companies also may involve greater risks, such as limited product lines, markets and financial or managerial resources, and trading in such securities may be subject to more abrupt price movements than trading in the securities of larger companies.

### **Political and/or Regulatory Risks**

The value of a Sub-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 Sub-Funds may invest in markets where the custodial and/or settlement systems are not fully developed, the assets of the Sub-Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Trustee will have no liability.

## **Equity-Linked Warrants**

Equity-linked warrants provide an easy way for investors to gain access to markets where entry is difficult and time consuming due to regulatory issues. This is especially true in India and Taiwan. A typical transaction is structured as follows: a broker would issue the warrants to the Fund and in turn, the local branch of the broker would buy the local shares and issue a call warrant hedged on the underlying holding. If the Fund exercises the call and closes the position, the broker would sell the underlying stock and redeem the warrant.

Each warrant issued represents one share of the underlying security. Price, performance and liquidity are all directly linked to the underlying security. The warrants are redeemable at 100% of the value of the underlying security (less transaction costs). Although warrant holders have no voting rights, they would benefit from all corporate actions (i.e. cash and stock dividends, splits, rights issuance etc.).

Warrants are issued as American and European style. American style warrants can be exercised at any time. European style warrants cannot be exercised before maturity date, but the investor may elect to sell the warrant back to the issuer, with an early redemption penalty. In these cases, the issuer is under no obligations to buy the warrant back from the investor. The Investment Manager currently intends to invest only in American style warrants and to purchase warrants only from issuers with a high credit rating.

## **High Yield/Low Rated Debt Securities**

The market value of corporate debt securities rated below investment grade and comparable unrated securities tend to be more sensitive to company-specific developments and changes in economic conditions than higher rated securities. Issuers of these securities are often highly leveraged, so that their ability to service debt obligations during an economic downturn may be impaired. In addition, such issuers may not have more traditional methods of financing available to them, and may be unable to repay debt at maturity by refinancing. The risk of loss due to default in payment of interest or principal by such issuers is significantly greater than in the case of investment grade securities because such securities frequently are subordinated to the prior payment of senior indebtedness.

Many fixed income securities, including certain corporate debt securities in which a Sub-Fund may invest, contain call or buy-back features which permit the issuer of the security to call or repurchase it. If an issuer exercises such a "call option" and redeems the security, the Sub-Fund may have to replace the called security with a lower yielding security, resulting in a decreased rate of return for the Sub-Fund.

## **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 will be called upon. The value of the collateral will be maintained to exceed the value of the securities transferred. In the event of a sudden market movement, there is a risk that the value of the collateral may fall below the value of the securities transferred.

## **Foreign Exchange/Currency Risk**

Although Units in a Sub-Fund may be denominated in a particular base currency, the Sub-Fund may invest its assets in securities denominated in a wide range of currencies, some of which may not be freely

convertible. The Net Asset Value of a Sub-Fund as expressed in the base currency will fluctuate in accordance with the changes in the foreign exchange rate between the base currency and the currencies in which the Sub-Fund's investments are denominated. A Sub-Fund may, therefore, be exposed to a foreign exchange/currency risk.

It may not be possible or practicable to hedge against the consequent foreign exchange/ currency risk exposure. The AIFM and the Investment Manager may or may not try to mitigate this risk by using financial instruments.

A Sub-Fund may enter, from time to time, into currency exchange transactions either on a spot (i.e. cash) basis or by buying currency exchange forward contracts. Sub-Funds will not enter into forward contracts for speculative purposes. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of a Sub-Fund's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline.

A Sub-Fund may enter into currency exchange transactions in an attempt to protect against changes in currency exchange rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. A Sub-Fund may also enter into forward contracts to hedge against a change in such currency exchange rates that would cause a decline in the value of existing investments denominated or principally traded in a currency other than the base currency of that Sub-Fund. To do this, the Sub-Fund would enter into a forward contract to sell the currency in which the investment is denominated or principally traded in exchange for the base currency of the Sub-Fund. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, at the same time they limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the forward 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 forward 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 Sub-Fund cannot be assured.

### **Leveraged funds**

A Sub-Fund will not borrow or employ leverage. However, a Sub-Fund may invest in other collective investment schemes which may from time to time employ leverage in the course of normal trade and business as set out in the Sub-Fund Information Card. Leverage can be employed in a variety of ways including direct borrowing, margining, short selling and the use of futures, warrants, options and other derivative products. Generally, leverage is used to increase the overall level of investment in a collective investment scheme. Higher investment levels may offer the potential for higher returns. This exposes investors to increased risk as leverage can increase the collective investment scheme's market exposure and volatility; the risk of leverage in futures contracts and investing in warrants is that small price movements can result in large losses or profits. No assurance can be given that a liquid market will exist for any particular futures contract at any particular time.

### **Fund of Funds Risk**

A Sub-Fund established as a fund-of-funds may invest in other mutual funds and other regulated and unregulated collective investment schemes. As a result, subject as set out in the Sub-Fund Information Card, the Sub-Fund, and indirectly an investor in the Sub-Fund, may bear multiple investment management fees, which may include performance fees or incentive allocations, that in the aggregate will

exceed the fees that would typically be incurred by an investment with a single fund. Accordingly, investors may be subject to higher fees arising from the layered investment structure. In addition, investing in funds, and particularly in feeder funds and funds of funds, results in a lack of transparency of information concerning the underlying investments of such funds, which will not generally be available to the AIFM (except to the extent that it invests in funds managed by itself or an associated or related company).

### **Investment in Unregulated Collective Investment Schemes**

Underlying funds may be constituted and domiciled in unregulated jurisdictions where there is no regulatory oversight of their activities and limited or no investor protection laws. The managers of such underlying funds may be unregulated, therefore, not subject to regulatory oversight of their activities or any regulatory obligations, including reporting obligations. Consequently, investors should be aware that a Sub-Fund may invest in underlying funds which will not provide a level of investor protection equivalent to schemes authorised by the Central Bank.

### **Counterparty Risk**

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

### **Valuation Risk**

A Sub-Fund may invest some of its assets in unquoted securities or instruments or may from time to time hold illiquid securities or instruments. Such investments or instruments will be valued by the AIFM 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 Standards**

The legal infrastructure and accounting, auditing and reporting standards in emerging markets in which a Sub-Fund may invest may not provide the same degree of information to investors as would generally apply internationally. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from international accounting standards.

### **Liquidity**

Not all securities or instruments invested in by the Sub-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 Sub-Funds may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity.



The ability of a Sub-Fund to redeem Units or to respond to market movements may be adversely affected by illiquidity in underlying assets. For example:

*Non- publicly traded securities:*

It may be difficult to deal in investments for which there is no recognisable market or to obtain reliable information about their value or the extent of the risks to which such investments are exposed.

*Investment in funds:*

Underlying funds held through a Sub-Fund may have redemption periods (meaning the time taken to obtain the proceeds of any redemption request) that affect liquidity.

*In specie redemptions:*

A Sub-Fund may be required by an underlying fund to accept in specie redemptions. In such a situation, the investments may be illiquid and not readily realisable.

### **Redemption Risk**

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

### **Side Pockets**

The Trust Deed outlines certain provisions whereby, in exceptional circumstances, the AIFM may subject to the provisions of the Trust Deed and in accordance with the requirements of the Central Bank, create and issue at its discretion Side Pocket Units which shall be redeemable only when so determined by the AIFM. Unitholders may be required to maintain their Side Pocket Units for a significant period of time as they are only likely to be able to redeem Side Pocket Units when the assets within the side pocket class are capable of being properly valued or realised. Investors are referred to the Section headed "Side Pockets" on page 60 below.

### **Credit Risk**

There can be no assurance that issuers of the securities or other instruments in which a Sub-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. Sub-Funds will also be exposed to a credit risk in relation to the counterparties with whom they trade and may bear the risk of counterparty default.

### **US Class Actions**

Investments of a Sub-Fund investing in US equities may become the subject of a class action under the US Private Securities Litigation Reform Act 1995. Investors who are eligible to take part in a class action usually have three options: to act as a plaintiff, to be a beneficiary of any compensation plan agreed, or to elect to be treated as being outside of the action and thus eligible to pursue an independent legal action. Any action or inaction is at the discretion of the relevant Investment Manager and is subject to the terms of the Investment Management Agreement.

## **Settlement Risk**

The trading and settlement practices on some of the Recognised Exchanges on which a Sub-Fund may invest may not be the same as those in more developed markets. That may increase settlement risk and/or result in delay in realising investments made by the relevant Sub-Fund.

## **Taxation**

Potential investors' attention is drawn to the taxation risks associated with investing in a Sub-Fund. Further details are given under the heading "Taxation" below.

## **Custody Risks**

As a Sub-Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Sub-Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risks in circumstances whereby the Trustee will have no liability.

Such markets include Jordan, Indonesia, South Korea, India, and such risks include:

- a non-true delivery versus payment settlement;
- a physical market, and as a consequence the circulation of forged securities;
- poor information in regards to corporate actions;
- registration process that impacts the availability of the securities;
- lack of appropriate legal/fiscal infrastructure advices;
- lack of compensation/risk fund with the central depository.

## **Techniques and Instruments Risk**

### *General*

The prices of derivative instruments, including but not limited to 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 programs and policies of governments, and national and international political and economic events and policies. In addition, governments, from time to time, intervene, directly or 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, (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.

### *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 Sub-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 Sub-Fund.

### **Investment Manager Risk**

The Administrator may consult the Investment Manager, as a competent person appointed by the Directors and approved by the Trustee, with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation price of each Sub-Fund's investments and the Investment Manager's other duties and responsibilities in relation to the Sub-Funds, the Investment Manager will endeavour to resolve any such conflict of interest fairly and in the interests of investors.

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

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

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

or inaction gave rise to the withholding or non-compliance, including compulsory redemption of some or all of such Unitholder's holding of units in the Fund.

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

#### Common Reporting Standard

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

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

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

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

#### **Operation of Umbrella Cash Accounts**

The Trustee has established, at the request of the AIFM, an Umbrella Cash Account designated in different currencies at umbrella level in the name of the Trustee on behalf of the Fund. All subscriptions, redemptions or dividends payable to or from the relevant Sub-Fund will be channelled and managed through such Umbrella Cash Account.

Certain risks associated with the operation of the Umbrella Cash Accounts are set out herein in the sections entitled (i) "Application for Units" – "Operation of Umbrella Cash Accounts"; (ii) "Redemption of Units" - "Operation of Umbrella Cash Accounts"; and (iii) "The Fund" - "Distribution Policy" respectively.

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

In circumstances where subscription monies are received from an investor in advance of a Dealing Day in respect of which an application for Units has been, or expected to be, received and are held in an Umbrella Cash Account, any such investor shall rank as a general creditor of the Sub-Fund until such

time as Units are issued as of the relevant Dealing Day. Therefore, in the event that such monies are lost prior to the issue of Units as of the relevant Dealing Day to the relevant investor, the relevant Sub-Fund may be obliged to make good any losses which the Sub-Fund incurs in connection with the loss of such monies to the investor (in its capacity as a creditor of the Sub-Fund), in which case such loss will need to be discharged out of the assets of the relevant Sub-Fund and therefore will represent a diminution in the Net Asset Value per Unit for existing Unitholders of the relevant Sub-Fund.

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

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

The AIFM, the Trustee and the service providers to the Fund are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption.

Cyber attacks also may be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e. efforts to make services unavailable to intended users). Cyber security incidents affecting the AIFM, the Investment Manager, Administrator or Trustee or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with a Fund's ability to calculate its NAV; impediments to trading for a Sub-Fund's portfolio; the inability of Unitholders to transact business with the Fund; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs.

Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which a Sub-Fund invests, counterparties with which the AIFM engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

## ***EU Market Infrastructure Reforms***

MiFID II, which took effect on 3 January 2018, increased the regulation of trading platforms and firms providing investment services, including the Investment Manager. Among its many reforms, MiFID II introduced significant changes to pre- and post-trade transparency obligations in respect of financial instruments admitted to trading on EU trading venues, including a new transparency regime for non-equity financial instruments; an obligation to execute transactions in shares and derivatives on a regulated trading venue; and a new focus on regulation of algorithmic and high frequency trading. These reforms may continue to lead to a reduction in liquidity in certain financial instruments, as some of the sources of liquidity exit European markets, and an increase in transaction costs, and, as a consequence, may have an adverse impact on the ability of the Investment Manager, or where relevant its authorised delegates, to execute the investment strategy of the Sub-Funds effectively.

New rules requiring unbundling the costs of research and other services from dealing commission and further restrictions on the ability of the Investment Manager or, where relevant, its authorised delegates to receive certain types of goods and services from brokers may result in an increase in the investment-related expenditure of the Fund. Furthermore, the implementation of the MiFID II by brokers may affect the operational costs of such brokers and other market participants, and there is therefore a risk that this could result in an increase in broker dealing commission fees for the Sub-Funds.

## ***GDPR***

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

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

## ***Brexit***

With effect from 31<sup>st</sup> January, 2020, the United Kingdom withdrew from the European Union under Article 50 of the Treaty on European Union ("Brexit"). Brexit has and may continue to result in substantial volatility in foreign exchange markets which may lead to a sustained weakness in the British pound's exchange rate against the United States dollar, the Euro and other currencies which may have an adverse effect on the Fund and the Sub-Funds' investments. There is also a possibility of increased market volatility and reduced liquidity around some securities following Brexit. This could lead to

increased operational issues and increased difficulty in producing fund valuations.

While the full impact of Brexit continues to evolve, the exit of the United Kingdom from the European Union could have a material impact on the region's economy and the future growth of that economy, which may impact adversely on the Fund's investments in the United Kingdom and Europe. It could also result in prolonged uncertainty regarding aspects of the United Kingdom and European economy and damage customers' and investors' confidence. Any of these events, as well as an exit or expulsion of a Member State other than the United Kingdom from the European Union, could have a material adverse effect on the AIFM, the Fund, its service providers and counterparties.

### **Sustainability Risk**

The Investment Manager has responsible investment and corporate responsibility as one of its founding pillars, based on the conviction that economic and financial actors have a greater responsibility towards sustainable society and that the Environmental, Social and Governance ("ESG") characteristics of companies can be a long-term driver of financial performance.

The Investment Manager considers that, in addition to economic and financial aspects, the integration within the investment decision process of ESG dimensions, including sustainability factors and sustainability risks, allows a more comprehensive assessment of investment risks and opportunities. Accordingly, the management of sustainability risk forms an important part of the due diligence process implemented by the Investment Manager.

#### Direct underlying investments

When assessing the sustainability risk associated with direct underlying investments, the Investment Manager is assessing the risk that the value of such underlying investments could be materially negatively impacted by an ESG event or condition ("ESG Event").

Using both quantitative and qualitative processes, sustainability risk is identified, monitored and managed by the Investment Manager in the following manner:

- (i) Prior to acquiring investments on behalf of a Fund, the Investment Manager uses ESG metrics of third party data providers ("Data Providers") in order to screen the relevant investment against sustainability risk and to identify whether it is vulnerable to such risk. The Investment Manager applies targeted exclusion policies to all its active investing strategies by excluding companies which have high sustainability risk and are inconsistent with the principles in its Responsible Investment Policy (which sets out the Investment Manager's policies and practices in the area of responsible investing and is available on its website at [www.kbiglobalinvestors.com](http://www.kbiglobalinvestors.com)). These global exclusion policies address the most significant sustainability risks linked to:
  - Environmental risks: climate (companies developing new thermal coal capacities, thermal coal mining, thermal coal power generation), and environment (breaches of UNGC Principles 7, 8 & 9)
  - Social risks: health (complete tobacco product manufacturers), labour and human rights (breaches of UNGC Principles 1, 2, 3, 4, 5 & 6)

- Governance events: corruption (breaches of UNGC Principle 10)

The Investment Manager also conducts analysis on each potential investment in order to allow it to assess the adequacy of ESG programmes and practices of an issuer to manage the sustainability risk it faces. The information gathered from the analysis conducted is taken into account by the Investment Manager in deciding whether to acquire a holding in an issuer. ESG performance and assessment of sustainability risk is assessed by comparison with other companies through the following three ESG dimensions:

1. Environmental dimension: this examines a company's ability to control their direct and indirect environmental impact, by limiting their energy consumption, reducing their greenhouse emissions, fighting resource depletion and protecting biodiversity;
  2. Social dimension: this measures how a company operates on two distinct concepts: the issuer's strategy to develop its human capital and the respect of human rights in general; and
  3. Governance dimension: This assesses capability of the company to ensure the basis for an effective corporate governance framework and generate value over the long-term.
- (ii) During the life of the investment, sustainability risk is monitored through review of ESG data published by the issuer (where relevant) or selected Data Providers to determine whether the level of sustainability risk has changed since the initial assessment has been conducted. Where the sustainability risk associated with a particular investment has increased beyond the ESG risk appetite for the relevant Fund, the Investment Manager will consider selling or reducing the Fund's exposure to the relevant investment, taking into account the best interests of the Shareholders of the Fund.

Externally sourced ESG scores and research are made available to all members of the Investment Manager portfolio manager team when available. ESG scores and research represent a key source of information for portfolio managers to take Sustainability Risks into account in their investment decisions. ESG scores aim to measure the ESG performance of an issuer, e.g. its ability to anticipate and manage the sustainability risks and opportunities inherent to its industry and to its individual circumstances.

#### Investments in Collective Investment Schemes:

When assessing the sustainability risk associated with investments in a collective investment scheme, the Investment Manager is assessing the risk that the value of the investments could be materially negatively impacted by an ESG Event. The Investment Manager employs a thorough due diligence process including consideration of the approach of the investment manager of the collective investment scheme to integrating sustainability risk and ESG performance of the companies in which it invests into its investment decisions.

Using both quantitative and qualitative processes, sustainability risk of collective investment schemes is identified, monitored and managed by the Investment Manager in the following manner:

- (i) Prior to investing in a collective investment scheme on behalf of a Sub-Fund, the Investment Manager reviews information provided by the investment manager of the collective investment scheme in relation to the manner in which sustainability risk and ESG factors are taken into account in the investment decisions of the investment manager of the relevant collective



investment scheme. ESG-related research, ESG ratings and/or ESG scores from a Data Provider are also reviewed and assessed where available. The information gathered from this analysis conducted is taken into account by the Investment Manager in deciding whether to acquire a holding in a collective investment scheme.

- (ii) During the life of the investment, sustainability risk is monitored through review of ESG information published by the investment manager of the relevant collective investment scheme (where relevant) or selected Data Providers to determine whether the level of sustainability risk has changed since the initial assessment has been conducted. Where the sustainability risk associated with an investment in a particular collective investment scheme has increased beyond the ESG risk appetite for the relevant Sub-Fund, the Investment Manager will consider selling or reducing the Sub-Fund's exposure to the relevant collective investment scheme, taking into account the best interests of the Shareholders of the Sub-Fund.

Unless otherwise set out in the Sub-Fund Information Card, the likely impacts of sustainability risks on the Sub-Funds are difficult to quantify. Although the ESG practices of a company may influence its long-term value, there can be no guarantee regarding the performance of individual investments, nor on the returns of a Sub-Fund as a whole, despite the integration of sustainability risks.

#### **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 a Sub-Fund may be exposed to risks of an exceptional nature from time to time.

## MANAGEMENT OF THE FUND

### AIFM

The AIFM has been authorised to act as an alternative investment fund manager by the Central Bank pursuant to the AIFM Regulations and acts as AIFM in respect of the Fund.

The AIFM was incorporated in Ireland on 12 June 1998 (with company number 287793) and is regulated and authorised in the conduct of its investment business by the Central Bank since 27 May, 1998 (with registration number C23576). The AIFM was acquired by the Amundi Group on 3 July, 2017. Amundi Asset Management SAS, based in France, owns 100% of the share capital of the AIFM and is a majority shareholder of KBI Global Investors Limited.

Under the terms of the Trust Deed, the AIFM has responsibility for the management, investment management and administration of the Fund's affairs and for the marketing of the Units. A summary of the terms of the Trust Deed is set out in the section headed "Material Contracts" below.

The AIFM has delegated the performance of certain of its investment management functions in respect of the Fund to the Investment Manager, of certain of its administrative functions to the Administrator and it may appoint one or more Distributors to market Units in one or more jurisdictions in accordance with applicable laws and regulations. The ultimate responsibility for management of the Fund's affairs and the conduct of its business is retained and is exercised by the AIFM which has the ability to make all relevant decisions regarding the conduct of the Fund's affairs, including giving instructions to its delegates and replacing them or terminating their appointment (if needs be) and to manage the risks associated with each delegation.

The Directors of the AIFM are:

#### **Guillaume Lesage (French resident)**

Mr. Lesage is a non-executive director of the Manager and is the head of the Amundi Group's Operations, Services and Technology Division. He has been with the Credit Agricole Group since 1992, and is responsible for support functions within Amundi, including IT, middle office, client servicing, Amundi Services, Trading and Operations. After some years in the industry in France and the United States, Mr. Lesage held several positions in Finance, Risk, IT and operations at Crédit Agricole Corporate and Investment Bank. Prior to joining Amundi, he was Deputy CEO of Crédit Agricole's Consumer Finance Division. Mr. Lesage holds a Masters in Engineering from Ecole Centrale Paris and an MBA from INSEAD.

#### **David Harte (Irish resident)**

Mr. Harte is the Chief Executive Officer of the Manager and Deputy Head of the Amundi Group's Operations, Services and Technology Division. He has worked in the investment industry since 1989. Prior to joining the Amundi Group, he was Chief Operating Officer at Bear Stearns Bank plc, Dublin. He also previously worked at a number of financial institutions in London. Mr. Harte holds a BA (Honours) Degree in Economics and Geography from Trinity College Dublin.

**Declan Murray (Irish resident)**

Mr. Murray is an executive director within the Manager. He began his career in the financial industry in 1991. Before joining the Amundi Group in 1999, he held various roles with ING, Eagle Star Life Assurance Co. Ltd. and Ernst & Young. Mr. Murray has been admitted as a Fellow of the Institute of Chartered Accountants of Ireland.

**Christine Gentil (French resident)**

Ms. Gentil is a non-executive director of the Manager and is the Head of Business Support and Operations within the Amundi Group. She joined Amundi in 2010 as Head of the Risk Expertise Department (Ratio, Performance, Market Risk, Permanent Control, Project & Business Analysis, IT Security). Since May 2014, she took the responsibility for the Business Support and Operations business line (comprising Global Data Management, Middle-Office & Reporting, Client Servicing, and Business Development Projects Team). Prior to joining the Amundi group, she worked as Head of Back-Office on derivative products. Then in 1999 she joined the Risk Department in Credit Agricole Corporate and Investment Bank (CA CIB) as head of the Project & Business Analysis team. In 2008, she took the responsibility of the IT Risk team in CA CIB covering market risk, credit risk & operational risk. Ms. Gentil holds a business degree from Institut Supérieur de Gestion.

**Bernard Hanratty (Irish resident)**

Mr. Hanratty is an independent non-executive director of the Manager. He spent 30 years with Citigroup until 2014 where he had European responsibility for sales, product management and relationship management in the Investor Services business. Mr. Hanratty is a former Chairman and long-time committee member of Irish Funds. Mr. Hanratty then established a software company and acted as interim CEO for a public institution in Ireland. Mr. Hanratty holds a number of board positions for investment fund, service provider and investment management companies.

The address of all the Directors of the AIFM is the registered office of the AIFM.

The AIFM is the manager of the following collective investment scheme registered in Ireland:

Amundi Fund Solutions ICAV;  
Amundi UCITS Fund Partners ICAV;  
Amundi Alternative Investments Fund Partners ICAV.

**Distributors**

The AIFM may appoint one or more Distributors to distribute, on its behalf, Units in one or more Classes of one or more Sub-Funds. There may be more than one Distributor for a Sub-Fund. The names of certain Classes may include the name of the relevant Distributor and certain Classes may be distributed exclusively under the brand or logo of the relevant Distributor. Except where the Distributor has been appointed in some other capacity in respect of the Fund, the sole relationship between the Distributor and the Fund will be as Distributor of Units of the relevant Classes/Sub-Funds to its own clients. Separate Class Sub-Fund Information Cards may be issued relating to one or more of the Classes of Units being distributed by a Distributor and may carry that Distributor's brand/logo.

## **Investment Manager**

The AIFM has appointed the Investment Manager as investment manager pursuant to the Investment Management Agreement. Under the terms of the Investment Management Agreement, the Investment Manager is responsible, subject to the overall supervision and control of the AIFM, for managing the assets and investments of the Fund in accordance with the investment objective and policies of each Sub-Fund.

The Investment Manager is one of Ireland's leading investment management companies, providing a range of investment products and services to pension funds, charities, corporates and personal investors in Ireland and international markets.

The Investment Manager was formed in August 2016 following the acquisition of KBC Asset Management Ltd ("KBCAM Ltd") by Amundi Asset Management. KBCAM Ltd was previously owned by RHJ International who in October 2010 completed its acquisition of KBC Asset Management Ltd ("KBCAM Ltd") from KBC Group, the Belgian banking and insurance company. KBCAM Ltd was the Irish investment management subsidiary of KBC Group. KBCAM Ltd had in turn been created in July of 2000 when KBC Group bought Ulster Bank Investment Managers Ltd, the investment management arm of Ulster Bank Group. As such, the Investment Manager has been effectively offering investment management services in Ireland for over forty years.

As at 31<sup>st</sup> March, 2021, the Investment Manager and its subsidiary companies had funds under management in excess of €12 billion and currently employs 60 people in its offices at 2 Harbourmaster Place, IFSC, Dublin 1, Ireland.

Subject to the consent of the AIFM, the Investment Manager may select and appoint one or more sub-investment managers/sub-advisors to one or more Sub-Funds to provide investment management and/or advisory services in respect of some or all of the assets of the relevant Sub-Fund(s). The Investment Manager will monitor the performance of the sub-managers/sub-advisors to each Sub-Fund in order to assess the need, if any, to make changes/replacements. The Investment Manager may replace or appoint additional sub-investment managers/sub-advisors in accordance with the requirements of the Central Bank. Details of any sub-investment managers/sub-advisors will be available to Unitholders upon request and disclosed in the periodic reports of the Fund.

Under the terms of the Investment Management Agreement, the Investment Manager has also been appointed to provide distribution services and to act as distributor of the Units of the Sub-Funds.

## **Administrator**

The AIFM has appointed Northern Trust International Fund Administration Services (Ireland) Limited to act as administrator, registrar and transfer agent to the Fund pursuant to the Administration Agreement with responsibility for performing the day-to-day administration of the Fund and for providing fund accounting services to the Fund, including the calculation of the Net Asset Value and the Net Asset Value per Unit.

The Administrator is a private limited liability company incorporated in Ireland on 15 June 1990 and is an indirect wholly-owned subsidiary of Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. The principal business activity of the

Administrator is the administration of collective investment schemes. The registered office of Northern Trust International Fund Administration Services (Ireland) Limited is Georges Court, 54-62 Townsend Street, Dublin 2, Ireland.

### **Trustee and Depositary**

Northern Trust Fiduciary Services (Ireland) Limited acts as trustee of the Fund's assets pursuant to the Trust Deed.

The Trustee is a private limited liability company incorporated in Ireland on 5 July 1990. Its main activity is the provision of custodial services to collective investment schemes. The Trustee is an indirect wholly-owned subsidiary of Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. As at 30<sup>th</sup> June, 2021, the Northern Trust Group's assets under custody and administration totalled in excess of US\$15,727.1 billion.

#### *Duties of the Trustee*

The duty of the Trustee is to provide safekeeping, oversight and asset verification services in respect of the assets of the Fund and each Sub-Fund in accordance with the provisions of the AIFM Legislation. The Trustee will also provide cash monitoring services in respect of each Sub-Fund's cash flows and subscriptions.

The Trustee will be obliged, inter alia, to ensure that the issue and repurchase of Units in the Fund is carried out in accordance with the relevant legislation and the Trust Deed. The Trustee will carry out the instructions of the AIFM unless they conflict with the Act or the Trust Deed. The Trustee is also obliged to enquire into the conduct of the AIFM in each financial year and report thereon to the Unitholders.

#### *Trustee's Liability*

Pursuant to the Trust Deed, the Trustee will be liable for loss of assets in custody (i.e. those assets which are required to be held in custody pursuant to the AIFM Regulations) or in the custody of any sub-custodian, unless it can prove that loss has arisen as a result of an external event beyond its control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

In respect of the loss of assets other than custody assets (as defined in the AIFM Regulations and Level 2 Regulation such as derivative instruments, etc.), the Trustee shall be liable for any loss suffered as a result of the Trustee's negligence or intentional failure to properly fulfil its obligations under the Trust Deed, the AIFM Regulations and the Central Bank Requirements.

Under the Trust Deed, the Trustee has power to delegate the whole or any part of its depositary functions but, unless such liability is discharged in the manner summarised below, its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. In summary, in order for the Trustee to discharge its liability for loss of custody investments by a sub-custodian, the Trustee must exercise care and diligence in the selection of a sub-custodian as safekeeping agent so as to ensure that it has and maintains the expertise, competence and standing appropriate to discharge their responsibilities as sub-custodian; the Trustee must maintain an appropriate level of supervision over the sub-custodian and make appropriate enquiries, periodically, to confirm that the obligations of such sub-custodians continue to be competently discharged; and the Trustee must enter into an agreement with the

AIFM to discharge that liability in accordance with the AIFMD Legislation. The Trustee may also discharge itself of liability in accordance with the AIFMD Legislation where it is required by the AIFM or its delegate to appoint a local agent in a market where no local agent meets the requirements applicable to the selection and appointment of sub-custodians under the AIFMD Regulations. In the foregoing circumstances, it may be possible for the AIFM and/or the Sub-Fund to have a claim against the particular local agent. However, there is no guarantee that such claim will be enforceable or successful under local law.

The AIFM will disclose to investors before they invest in the Sub-Fund any arrangement made by the Trustee, as depositary, to contractually discharge itself of liability. In the event that there are any changes to depositary liability, the AIFM will inform Unitholders of such changes without delay.

### **Dealings by AIFM, Investment Manager, Administrator, Trustee and Associates**

Subject to the AIFMD Legislation, there is no prohibition on dealings in the assets of a Sub-Fund by the AIFM, the Investment Manager, the Administrator, the Trustee or entities related to or associated with the AIFM, the Investment Manager, the Administrator or the Trustee or to their respective officers, directors or executives, provided that the transaction is negotiated at arm's length. Such transactions must be in the best interests of the Unitholders.

Transactions effected in accordance with paragraphs (i), (ii) or (iii) below are acceptable where:

- (i) a person approved by the Trustee (or in the case of a transaction involving the Trustee, the AIFM) as independent and competent certifies the price at which the transaction is effected is fair; or
- (ii) execution is on best terms on organised investment exchanges under their rules; or
- (iii) where the conditions set out in (i) or (ii) above are not practical, the transaction is executed on terms which the Trustee (or in the case of a transaction involving the Trustee, the AIFM) is satisfied conform with the principle set out in the first paragraph above.

### **Conflicts of Interest**

The AIFM, the Investment Manager, the Administrator, the Trustee, and their respective affiliates, officers and shareholders (collectively the "Parties") are, or may be, involved in other financial, investment and professional activities which may on occasion cause conflict of interest with the management of a Sub-Fund. These include management of other funds, purchases and sales of securities, investment and management counselling, brokerage services, trustee and custodial services and serving as directors, officers, advisers or agents of other funds or other companies, including companies in which a Sub-Fund may invest. In particular, it is envisaged that the Investment Manager may be involved in managing or advising on the investments of other investment funds which may have similar or overlapping investment objectives to or with a Sub-Fund. Each of the Parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they might have. In the event that a conflict of interest does arise, the Directors of the AIFM shall endeavour to ensure that it is resolved fairly.

The AIFM operates a conflicts of interest policy that describes how it takes reasonable steps to identify and, wherever practicable, mitigate conflicts of interest that arise as a result of such business dealings.

## **Fair Treatment of Unitholders**

In all of its decisions, the AIFM shall ensure fair treatment of investors in the Fund and that any preferential treatment accorded by the AIFM to one or more investors does not result in an overall material disadvantage to other investors. The principles of treating investors fairly include, but are not limited to:

- (a) acting in the best interests of the Sub-Funds and of the investors;
- (b) executing the investment decisions taken for the account of the Sub-Funds in accordance with the objectives, the investment policy and the risk profile of the Sub-Funds;
- (c) ensuring that the interests of any group of investors are not placed above the interests of any other group of investors;
- (d) ensuring that fair, correct and transparent pricing models and valuation systems are used for the Sub-Funds managed;
- (e) preventing undue costs being charged to the Sub-Funds and investors;
- (f) taking all reasonable steps to avoid conflicts of interests and, when they cannot be avoided, identifying, managing, monitoring and, where applicable, disclosing those conflicts of interest to prevent them from adversely affecting the interests of Unitholders; and
- (g) recognising and dealing with complaints fairly.

The AIFM maintains and operates organisational, procedural and administrative arrangements and implements policies and procedures designed to manage actual and potential conflicts of interest, please see “Conflicts of Interest” above.

The AIFM may from time to time determine to provide Unitholders in certain Classes with preferential treatment (including but not limited to information disclosed to such Unitholders and redemption, dealing or transfer terms for such Classes). Any preferential treatment will be set out in the Sub-Fund Information Card or relevant Classes Information Card (so as to ensure the fair treatment of all Unitholders) which shall describe any instance where a Class of Units receives preferential treatment, a description of that preferential treatment and the types of Unitholders who will be permitted to subscribe for such Classes and, where relevant, their legal or economic links to the AIFM.

For the avoidance of doubt, the AIFM may in its absolute discretion, differentiate between Sub-Funds, Classes and Units of Sub-Funds including, without limitation, currency of denomination, hedging strategies if any applied to such currency of denomination, voting rights, return of capital, distribution policy, the level of fees and expenses to be charged, use of techniques and instruments for efficient portfolio management or to provide protection against exchange risks, subscription or redemption procedures, Minimum Subscription and/or any other differentiating feature(s) as may be determined by the AIFM in its absolute discretion and any such Units may have preferred, deferred or other special rights, privileges or restrictions attached thereto.

### **Soft Commissions and Cash Rebates**

In accordance with its obligations under MiFID II, the Investment Manager shall return to the relevant Sub-Fund any fees, commissions or other monetary benefits paid or provided by a third party in relation to the investment management services provided by the Investment Manager to the Fund as soon as reasonably possible after receipt. In particular, where the Investment Manager 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, permitted derivative instruments or techniques and instruments for the Fund or a Sub-Fund, the rebated commission shall be paid to the Fund or the relevant Sub-Fund as the case may be. The AIFM or the Investment Manager or its delegates may be reimbursed out of the assets of the Fund or the relevant Sub-Fund for reasonable properly vouched costs and expenses directly incurred by the AIFM or the Investment Manager or its delegates in this regard.



## ADMINISTRATION OF THE FUND

### Description of Units

Units of each Sub-Fund are all freely transferable and, subject to the differences between Units of different Classes as outlined below, are all entitled to participate equally in the profits and distributions (if any) of that Sub-Fund and in its assets in the event of termination. The Units, which are of no par value and which must be fully paid for upon issue, carry no preferential or pre-emptive rights. Fractions of Units may be issued up to four decimal places.

A Unit in a Sub-Fund represents the beneficial ownership of one undivided share in the assets of the relevant Sub-Fund attributable to the relevant Class.

The Fund is made up of the Sub-Funds, each Sub-Fund being a single pool of assets. The AIFM may, whether on the establishment of a Sub-Fund or, from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription (which shall be determined by the AIFM from time to time), designated currency, distribution policy and such other features as the AIFM may determine may be applicable. Units shall be issued to investors as Units in a Class.

"A" Units shall not be entitled to receive distributions whereas "B" Units shall.

### Application for Units

#### *Application Procedure*

Applications for Units should be made by completing an application form in such form as the AIFM may from time to time prescribe, the original of which should be delivered to the AIFM. In the case of discretionary investment management clients of the AIFM, the AIFM, in its capacity as discretionary investment manager of such clients, may have the ability to complete an application form on behalf of an investor.

Unless otherwise specified in the Sub-Fund Information Card, all subsequent applications must be received (in such form or by such means, including by facsimile or by other electronic means, provided that such other means are in accordance with the requirements of the Central Bank) by the AIFM at its business address no later than 11.00 a.m. (Irish time) on the relevant Dealing Day (or such other time as the AIFM may determine and notify in advance to Unitholders). Any application received after the time aforesaid shall be deemed to be made in respect of the Dealing Day next following such relevant Dealing Day. Payment in respect of the issue of Units must be made by the relevant Settlement Date or such later date as may be agreed with the AIFM.

The AIFM may reject at its discretion any application for such Units in whole or in part in which event the application monies or any balance thereof will be returned to the applicant by transfer to the applicant's designated account or by post, each at the applicant's sole risk.

The Unitholder shall be issued with a written confirmation by the Administrator within ten Business Days of the relevant Dealing Day and only after receipt of subscription proceeds and registration details. Units issued shall be represented by entry in the register of Unitholders.

Following the initial offer period of a Sub-Fund, any issue of Units shall only be made by the Administrator on a Dealing Day.

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

No Units shall be issued to or transferred to or beneficially owned by any US Person (except in accordance with an applicable exemption under the Securities Act and in circumstances whereby the AIFM will not become subject to the U.S. Act). Each subscriber for Units in any Sub-Fund shall be required to certify that he is not, nor is he acquiring such Units on behalf of or for the benefit of a US Person, and that such subscriber will not sell or offer to sell or transfer such Units to a US Person (except in accordance with an applicable exemption under the Securities Act and in circumstances whereby the AIFM will not become subject to the U.S. Act).

The AIFM may also from, time to time, make arrangements for the issue of Units to any person by way of exchange for investments held by him upon such terms as the AIFM may think fit but subject to and in accordance with the following provisions:-

- (i) no Units shall be issued until the investments shall have been vested in the Trustee to the Trustee's satisfaction;
- (ii) subject to the foregoing any such exchange shall be effected on the terms (including provision for paying out of the assets of the relevant Sub-Fund attributable to the relevant Class the expenses of the exchange, and a subscription fee) that the number of Units to be issued shall be that number (from the calculation of which, at the discretion of the AIFM, fractions of a Unit may be excluded) which would have been issued for cash at the current price against payment of a sum equal to the value of the investments transferred less such sum as the AIFM may consider represents any fiscal or other expenses as aforesaid to be paid out of the assets of the relevant Sub-Fund in connection with the vesting of the investments;
- (iii) the investments to be transferred to the Fund for the account of the relevant Sub-Fund shall be valued on such basis as the AIFM may decide, so long as such value does not exceed the highest amount that would be obtained on the date of the exchange by applying the method of calculating the value of investments as outlined in the Trust Deed;
- (iv) there may be paid to the incoming Unitholder out of the assets of the relevant Sub-Fund, a sum in cash equal to the value at the current price of any fraction of a Unit excluded from the calculation aforesaid; and
- (v) the Trustee shall be satisfied that the terms of such exchange shall not be such as are likely to result in any prejudice to the existing Unitholders.

#### *Operation of Umbrella Cash Accounts*

Subscription monies received from an investor in advance of a Dealing Day in respect of which an application for Units has been, or is expected to be, received will be held in an Umbrella Cash Account and will be treated as an asset of the relevant Sub-Fund upon receipt and will not benefit from the application of any investor money protection rules. In such circumstance, the investor will be an unsecured creditor of the relevant Sub-Fund with respect to the amount subscribed and held by the Sub-Fund until such Units are issued as of the relevant Dealing Day.

In the event of an insolvency of the Sub-Fund or the Fund, there is no guarantee that the Sub-Fund or the

Fund will have sufficient funds to pay unsecured creditors in full. Investors who have forwarded subscription monies in advance of a Dealing Day as detailed above and which are held in an Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Sub-Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore, in such circumstances, the investor may not recover all monies originally paid into an Umbrella Cash Account in relation to the application for Units.

Your attention is drawn to the section of the Prospectus entitled “Risk Factors” –“Operation of Umbrella Cash Accounts” above.

Investors should note that the issue of Units may take place provisionally notwithstanding that cleared funds or the relevant documentation (to include any anti money laundering documentation) has not been received by the AIFM or its authorised agent provided that if such funds and papers have not been received by the Settlement Date or such later period as determined by the AIFM, the AIFM shall have the right to cancel any allotment and charge the applicant interest at such rate as may be determined by the AIFM from time to time and other losses, charges or expenses suffered or incurred by the AIFM, the Trustee or their delegates as a result of late payment or non-payment of subscription monies.

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

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

By way of example an individual may be required to produce a copy of a passport or identification card together with evidence of his/her address such as two utility bills or bank statements, date of birth and tax residence. In the case of corporate investors, such measures may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and resident and business address of all directors. Additional information may be required at the Administrator's discretion to verify the source of the subscription monies.

Depending on the circumstances of each application, a detailed verification might not be required where, for example, the application is made through a recognised intermediary who has introduced the Unitholder to the Fund. This exception may only apply if the relevant intermediary is located within a country that the Administrator has assessed as being a country that has anti-money laundering and counter terrorist financing regulations that are consistent with EU anti-money laundering requirements and the recognised intermediary produces a letter of undertaking confirming it has carried out the appropriate verification checks on the investor and will retain such information in accordance with the required timeframe and will provide such information on request to the AIFM or the Administrator. The AIFM cannot rely on the recognised intermediary to meet the obligation to monitor the ongoing business relationship with the introduced investor which remains its ultimate responsibility. These exceptions do not affect the right of the AIFM or the Administrator to request such information as is necessary to verify the identity of an applicant, the beneficial owner of an applicant or the beneficial owner of the Units in the Fund (where relevant) or the source of the subscription monies.

In so far as an application for Units is made by a recognised intermediary investing in a nominee capacity on behalf of an underlying investor, a detailed verification of the underlying investor may not be required provided that the nominee satisfies certain conditions, including without limitation being located within a country that has anti-money laundering and counter terrorist financing regulations that are consistent with EU anti-money laundering requirements, being effectively supervised for compliance with these requirements and being satisfied that the nominee applies robust and risk-sensitive customer due diligence on its own customers and will provide relevant due diligence documentation on the underlying investors to the AIFM or the Administrator immediately upon request. Where the nominee does not satisfy these requirements, the Administrator will apply risk sensitive due diligence measures to identify and verify the nominee itself and where applicable, the underlying investor.

The AIFM and the Administrator are also obliged to verify the identity of any person acting on behalf of an investor and must verify that such person is authorised to act on behalf of the investor.

The Administrator, the Distributor and the AIFM each reserves the right to request such information as is necessary to verify the identity of an investor, where applicable the beneficial owner of an investor and in a nominee arrangement, the beneficial owner of the Units in the relevant Sub-Fund. In particular, they each reserve the right to carry out additional procedures in relation to an investor who is classed as a PEP. They also reserve the right to obtain any additional information from investors so that they can monitor the ongoing business relationship with such investors.

Verification of the investor's identity is required to take place before the establishment of the business relationship. Applicants should refer to the Application Form for a more detailed list of requirements for anti-money laundering/counter-terrorist financing purposes.

In the event of delay or failure by the investor to produce any information required for verification purposes, the Administrator or the Distributor or the AIFM may refuse to accept the application and subscription monies.

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 to the applicant by transfer to the applicant's designated account or by post at the applicant's risk.

Any failure to supply the AIFM or its delegate with any documentation requested by it for anti-money laundering and terrorist financing procedures may result in a delay in the settlement of redemption proceeds or dividend monies. In circumstances where a redemption request is received, the AIFM will process any redemption request received by a Unitholder, however the proceeds of that redemption will be held in an Umbrella Cash Account and, therefore, shall remain an asset of the relevant Sub-Fund. The redeeming Unitholder will rank as a general creditor of the relevant Sub-Fund until such time as the AIFM is satisfied that its anti-money laundering and terrorist financing procedures have been fully complied with, following which redemption proceeds will be released.

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

transmission to that investor / Unitholder.

Therefore, a Unitholder is advised to ensure that all relevant documentation requested by the AIFM or its delegate in order to comply with anti-money laundering and terrorist financing procedures is submitted to the AIFM or its delegate promptly on subscribing for Units in the Fund.

#### *Data Protection*

Prospective investors should note that by completing the Account Opening Form of the Fund they are providing information to the AIFM or its delegate which may constitute personal data within the meaning of the GDPR. This data will be used by or on behalf of the AIFM for the purposes of client identification and to facilitate the opening of an account with the Fund, for the purpose of the subscription process, management and administration of an investor's holding in the Fund, to carry out anti-money laundering checks, to report tax related information to tax authorities, to monitor and record calls and electronic communications, to disclose information to third parties in order to comply with legal obligations imposed on the AIFM, to monitor and record calls for quality and related purposes, to update and maintain records and to comply with any applicable legal, taxation or regulatory requirements.

The AIFM's affiliates and delegates, such as the Investment Manager may act as data processors (or data controllers in certain circumstances).

Such data may be disclosed and / or transferred to third parties including regulatory bodies, tax authorities, delegates, advisers and service providers of the Fund and their or the AIFM's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including to countries outside the EEA which may not have the same data protection laws as in Ireland) for the purposes specified.

Investors have a right to obtain a copy of their personal data kept by the AIFM, the right to rectify any inaccuracies in personal data held by the AIFM and in a number of circumstances a right to be forgotten and a right to restrict or object to processing. In certain limited circumstances a right to data portability may apply. Where a Unitholder gives consent to the processing of personal data, that Unitholder may withdraw this consent at any time.

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

A copy of the data privacy statement of the AIFM in respect of the Fund is available upon request from the AIFM.

#### *Beneficial Ownership Regulations*

The AIFM may also request such information (including by means of statutory notices) as may be required for the establishment and maintenance of the Fund's beneficial ownership register and as required for delivery for entry in the central beneficial ownership register in accordance with the Beneficial Ownership Regulations. It should be noted that a beneficial owner, as defined in the Beneficial Ownership Regulations (a "Beneficial Owner") has, in certain circumstances, obligations to notify the AIFM in writing of relevant information as to his/her status as a Beneficial Owner and any changes thereto (including

where a Beneficial Owner has ceased to be a Beneficial Owner).

Applicants should note that it is an offence under the Beneficial Ownership Regulations for a Beneficial Owner to (i) fail to comply with the terms of a beneficial ownership notice received from or on behalf of the AIFM or (ii) provide materially false information in response to such a notice or (iii) fail to comply with his/her obligations to provide relevant information to the AIFM as to his/her status as a Beneficial Owner or changes thereto in certain circumstances or in purporting to comply, provide materially false information.

## **Issue Price of Units**

### *Initial Issues*

During the initial offer period of a Sub-Fund or Class, the AIFM and the Trustee shall, before the issue of any Units in the Sub-Fund or Class, determine the initial issue price thereof. The time at which, terms upon which and the initial issue price per Unit of the initial issue of Units of a Sub-Fund or Class shall be specified in the relevant Classes Information Card to this Prospectus.

### *Subsequent Issues*

Thereafter, Units shall be issued at a price equal to the Net Asset Value per Unit on the relevant Dealing Day on which the Units are to be issued. A subscription fee, as set out in the relevant Classes Information Card to this Prospectus, may be deducted from the total subscription amount and shall be paid to the AIFM or to any placing or sales agent or agents or distributors appointed by the AIFM for its or their absolute use and benefit and shall not form part of the assets of the relevant Sub-Fund. The AIFM may, at its sole discretion, waive such fee or fees or differentiate between applicants as to the amount of such fee or fees within the permitted limits.

## **Redemption of Units**

The Administrator will, at any time during the term of a Sub-Fund on receipt by the AIFM of a request in writing by a Unitholder redeem on any Dealing Day all or any part of such Unitholder's holding of Units at a price per Unit equal to the Net Asset Value per Unit. A redemption charge may be imposed on the redemption of Units of a relevant Class of a Sub-Fund, which shall not exceed 3% of the Net Asset Value per Unit. Details of any such redemption charge will be set out in the relevant Classes Information Card to this Prospectus.

Unless otherwise specified in the Sub-Fund Information Card, all redemption requests must be received (in such form or by such means, including by facsimile or by other electronic means, provided that such other means are in accordance with the requirements of the Central Bank) by the AIFM at its business address no later than 11.00 a.m. (Irish time) on the relevant Dealing Day (or such other time as the AIFM may determine and notify in advance to Unitholders). Any request received after the time aforesaid shall be deemed to be made in respect of the Dealing Day next following such relevant Dealing Day.

The redemption price will be payable to the Unitholder by the relevant Settlement Date, subject to receipt by the AIFM of the original redemption request in respect of the Units. Unless otherwise requested by the payee, the redemption price payable to the Unitholder will be paid in the base currency of the relevant Sub-Fund by bank transfer at the expense of the Unitholder. Every such bank transfer shall be made payable to the order of such Unitholder, or in the case of joint Unitholders, made payable to the order of

all named joint Unitholders who have requested such redemption at the risk of such Unitholder or joint Unitholders.

If the number of Units of a Sub-Fund falling to be redeemed on any Dealing Day is equal to one tenth or more of the total number of Units of that Sub-Fund in issue or deemed to be in issue on such Dealing Day, then the AIFM may at its discretion refuse to redeem any Units in excess of one tenth of the total number of Units of that Sub-Fund in issue or deemed to be in issue as aforesaid and, if the AIFM so refuses, the requests for redemption on such Dealing Day shall be reduced rateably and the Units to which each request relates which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all the Units to which the original request related have been redeemed. Requests for redemption which have been carried forward from an earlier Dealing Day shall (subject always to the foregoing limits) be complied with in priority to later requests.

The AIFM may, at its discretion, satisfy any request for redemption of Units in whole or in part by the transfer in specie to a Unitholder requesting redemption of assets of the relevant Sub-Fund having a value equal to the redemption price for the Units redeemed as if the redemption proceeds were paid in cash less any redemption charge and other expenses of the transfer as the AIFM may determine provided that the Unitholder requesting redemption consents to such transfer in specie. A determination to provide redemption in specie may be solely at the discretion of the AIFM where the redeeming Unitholder requests redemption of a number of Units that represents 5% or more of the Net Asset Value of the relevant Sub-Fund. In this event, provided such asset is realisable, the AIFM will if requested sell any asset or assets proposed to be distributed in specie and distribute to such Unitholder the cash proceeds representing the realisation value of the relevant asset less the costs of such sale which shall be borne by the relevant Unitholder. The nature and type of assets to be transferred in specie to each Unitholder shall be determined by the AIFM on such basis as the AIFM in its discretion shall deem equitable and not prejudicial to the interests of the remaining Unitholders in the relevant Sub-Fund or Class and shall be subject to the approval of the Trustee. In the event that any request for redemption of Units is satisfied in part by a transfer in specie, the remaining balance of the redemption price shall be paid in accordance with the section headed "Redemption of Units" above.

Notwithstanding the provisions set out above under the heading "Redemption of Units", the AIFM shall redeem Side Pocket Units only when so determined by the AIFM and in accordance with such procedures as may be determined by the AIFM from time to time.

#### *Operation of Umbrella Cash Accounts*

Redemption monies payable to an investor subsequent to a Dealing Day of a Sub-Fund as of which Units of that investor were redeemed (and consequently the investor is no longer a Unitholder of the Sub-Fund as of the relevant Dealing Day with respect to such Units) may be held in an Umbrella Cash Account, in which case, such redemption monies will be treated as an asset of the Sub-Fund until paid to that investor and will not benefit from the application of any investor money protection rules. In such circumstance, the investor will be an unsecured creditor of the relevant Sub-Fund with respect to the redemption amount held by the Sub-Fund until paid to the investor.

In the event of an insolvency of the Sub-Fund or the Fund, there is no guarantee that the Sub-Fund or the Fund will have sufficient funds to pay unsecured creditors in full. Investors due redemption monies which are held in an Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Sub-Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured

creditors by the insolvency practitioner. Therefore, in such circumstances, the investor may not recover all monies originally paid into an Umbrella Cash Account for onward transmission to that investor.

Your attention is drawn to the section of the Prospectus entitled "Risk Factors" – "Operation of Umbrella Cash Accounts" above."

### **Compulsory Redemption of Units**

The AIFM may at any time redeem, or request the transfer of, Units held by Unitholders who are excluded from purchasing or holding Units under the Trust Deed. Any such redemption will be made on a Dealing Day at a price equal to the Net Asset Value per Unit on the relevant Dealing Day on which the Units are to be redeemed.

A redemption charge may be imposed on the redemption of Units of a relevant Class of a Sub-Fund. Details of any such redemption charge will be set out in the relevant Classes Information Card to this Prospectus.

### **Switching**

Switching is available but only between the same Classes of different Sub-Funds (a) distributed by the same Distributor, (b) with the same base currency, (c) with the same trading cycle and (d) with the same settlement period, unless expressly authorised on a case by case basis by the AIFM.

Subject to the above and to the Units being in issue and being offered for sale and provided that the issue and redemption of Units has not been suspended, Unitholders may, in respect of Units held in one or more Classes (the "Original Units"), apply to switch some or all of such Original Units into Units in one or more other Classes (the "New Units"). Applications for switching should be made by letter (or by such other means as may be prescribed by the AIFM from time to time) to the AIFM, the original of which should be delivered to the AIFM.

On the Dealing Day next following the receipt of the switching form, the Original Units to be switched shall ipso facto be switched into the appropriate number of New Units. The Original Units shall, on that Dealing Day, have the same value (the "Switched Amount") as if they were being redeemed by the AIFM from the Unitholder. The appropriate number of New Units shall be equal to the number of Units in that Class that would be issued on that Dealing Day if the Switched Amount were invested in Units in that Class, provided that, for this purpose, the subscription fee shall not be chargeable.

Upon any such switch, there shall be reallocated from the relevant Sub-Fund or Sub-Funds, as the case may be, to which the Original Units belonged, assets or cash equal in value to the Switched Amount to the Class or Classes, as the case may be, to which the New Units belong.

In respect of each such switch, unless otherwise specified in the Sub-Fund Information Card to this Prospectus, the AIFM will allow each Unitholder a maximum of up to six switches a year free of charge. The AIFM may, at its discretion, allow a Unitholder make further switches within any one year subject to a fee of Euro 254 per switch and such fee may be waived by the AIFM at its discretion. Such fee may be retained by the AIFM or by any agent or agents or distributors appointed by the AIFM for its or their absolute use or benefit and shall not form part of the relevant Sub-Fund. Unitholders shall also reimburse to the AIFM any fiscal, sale and purchase charges arising out of such switching.



Upon any such switch, the AIFM shall procure that the relevant registers are amended accordingly.

### **Transfer of Units**

Units in each Sub-Fund will be transferable by instrument in writing signed by the transferor and the transferor shall be deemed to remain the holder of the Units until the name of the transferee is entered in the relevant register in respect thereof. The instrument of transfer must be accompanied by a completed application form (and any relevant declarations, including any necessary anti-money laundering information) and a certificate from the transferee that it is not, nor is it acquiring such Units on behalf of or for the benefit of, a US Person. In the case of the death of one of joint Unitholders, the survivor or survivors will be the only person or persons recognised by the AIFM as having any title to or interest in the Units registered in the names of such joint Unitholders.

No fee shall be charged by the AIFM for the registration of a transfer.

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

The Net Asset Value of a Sub-Fund shall be expressed in the base currency of the relevant Sub-Fund and shall be calculated on each Dealing Day by ascertaining the value of the assets of the Sub-Fund on such Dealing Day and deducting from such value the liabilities of the Sub-Fund on such Dealing Day.

The increase or decrease in the Net Asset Value of a Sub-Fund over or under, as the case may be, the closing Net Asset Value of that Sub-Fund on the immediately preceding Dealing Day is then allocated between the different Classes of Units in that Sub-Fund based on their pro rata closing Net Asset Values on the immediately preceding Dealing Day, as adjusted for subscriptions and redemptions executed at the prices calculated as at that immediately preceding Dealing Day to determine the Net Asset Value of each Class. To calculate the Net Asset Value per Unit, each Net Asset Value of a Class is divided by the number of Units in issue, respectively, and then rounded to the nearest five decimal places unless otherwise stated in the Sub-Fund Information Card. Where there is more than one Class of Units in issue in a Sub-Fund, the Net Asset Value per Unit of each Class may be adjusted to reflect the accumulation and distribution of income and/or capital and the expenses, liabilities and assets attributable to such Class of Unit.

The assets of a Sub-Fund will be valued as follows:-

- (a) any asset listed and regularly traded on a Recognised Exchange and for which market quotations are readily available shall be valued at the closing price on the relevant Valuation Day provided that the value of any investment listed on a Recognised Exchange but acquired or traded at a premium or at a discount outside or off the relevant Recognised Exchange or on an over-the-counter market, shall be valued taking into account the level of premium or discount as of the date of valuation of the investment and subject to approval of the Trustee;
- (b) if an asset is listed on several Recognised Exchanges, the closing price on the stock exchange or market which, in the opinion of the AIFM or its delegate with the approval of the Trustee, constitutes the main market for such assets will be used;
- (c) the value of any security which is not quoted, listed or dealt in on a Recognised Exchange or which is so quoted, listed or dealt but for which no such quotation or value

is available or the available quotation or value is not representative of the fair market value shall be the probable realisation value as estimated with care and good faith by (i) the AIFM or the External Valuer (ii) a competent person, firm or corporation (including the Investment Manager) selected by the AIFM and approved for the purpose by the Trustee. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the AIFM whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics;

- (d) derivative contracts traded on a regulated market including without limitation futures and options contracts and index futures shall be valued at the settlement price as determined by the market. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by (i) the AIFM or the External Valuer (ii) a competent person firm or corporation (including the Investment Manager) selected by the AIFM or the External Valuer and approved for the purpose by the Trustee. Subject to Article 11 of Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories (EMIR) and the related Commission Delegated Regulation (EU) No 149/2013, as may be amended from time to time, over the counter derivative instruments (including without limitation swap contracts and swaptions) will be valued at least weekly either (i) on the basis of a quotation provided by the relevant counterparty and where possible such valuation shall be approved or verified at least monthly by a party who is approved for the purpose by the Trustee and who is independent of the counterparty (the "Counterparty Valuation") or (ii) using an alternative valuation provided by a competent person appointed by the AIFM or the External Valuer and approved for the purpose by the Trustee (the "Alternative Valuation"). Where such Alternative Valuation method is used the AIFM will follow international best practise and adhere to the principles on valuation of over the counter derivative instruments established by bodies such as the International Organisation of Securities Commissions and the Alternative Investment Management Association and will be reconciled to the Counterparty Valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained;
- (e) forward foreign exchange contracts shall be valued in the same manner as derivatives contracts which are not traded in a regulated market or by reference to freely available market quotations;
- (f) notwithstanding (a), units in collective investment schemes shall be valued by reference to the latest net asset value of the units of the relevant collective investment scheme available at the time of the production of the Net Asset Value of the relevant Sub-Fund;
- (g) assets denominated in a currency other than in the base currency of the relevant Sub-Fund shall be converted into that base currency at the rate (whether official or otherwise) which the Administrator deems appropriate in the circumstances;
- (h) cash and other liquid assets shall be valued at their nominal value plus accrued interest; and

- (i) any illiquid investment allocated to Side Pocket Units will be valued at its probable realisation value, estimated with care and good faith by the AIFM, or a competent person appointed by the AIFM approved for the purpose by the Trustee.

In the event of it being impossible or impracticable to carry out a valuation of an investment in accordance with the valuation rules set out in paragraphs (a) to (i) above, the AIFM or External Valuer is entitled to use another generally recognised valuation principle approved by the Trustee in order to reach a proper valuation of such investment.

The AIFM or the External Valuer may, with the approval of the Trustee, adjust the value of any investment if having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.

In determining the value of assets of a Sub-Fund for the purpose of calculating the price at which Units will be issued and redeemed (i) where on any Dealing Day (x) the value of all redemption requests received exceeds the value of all applications for Units received for that Dealing Day, in order to preserve the value of the Units held by existing Unitholders, the AIFM or its delegate may value the assets at bid prices or (y) the value of all applications for Units received exceeds the value of all redemption requests received for that Dealing Day, in order to preserve the value of the Units held by existing Unitholders, the AIFM or its delegate may value the assets at offer prices; (ii) where a bid and offer value is used to determine the price at which shares are issued or redeemed the AIFM or its delegate may value the assets at bid and offer prices, or (iii) the AIFM or its delegate may value the assets at mid prices; provided in each case that the valuation policy selected by the AIFM or its delegate shall be applied consistently with respect to the Fund and, as appropriate, individual Sub-Funds.

### **No External Valuer**

Ultimate responsibility for the valuation of assets of the Fund rests with the AIFM. Various roles in relation to the valuation of assets are assigned to the delegate service providers of the Fund. These roles are set out in detail in the Investment Management Agreement and the Trust Deed of the Fund and the AIFM valuation policy for the Fund. As at the date hereof, the AIFM has not appointed an External Valuer to perform the valuation function.

### **Publication of Net Asset Value Per Unit**

Except where the determination of the Net Asset Value of a Sub-Fund, the Net Asset Value per Unit and the issue and redemption of Units has been suspended in the circumstances described below, the Net Asset Value per Unit on each Dealing Day will be made public at the registered office of the AIFM and available on the web-site of the Investment Manager at [www.kbinvestors.com](http://www.kbinvestors.com). Prices published on the internet shall be up-to-date.

### **Temporary Suspension of Calculation of Net Asset Value and of Issues and Redemptions**

The AIFM may, with the consent of the Trustee, temporarily suspend the calculation of the Net Asset Value of each or any Sub-Fund, the Net Asset Value per Unit of each such Sub-Fund and the issue and redemption of Units of such Sub-Fund to and from Unitholders when:-

- (a) a market which is the basis for the valuation of a major part of the assets of the relevant Sub-Fund is closed (except for the purposes of a public/bank holiday), or when trading on such a market is limited or suspended;
- (b) a political, economic, military, monetary or other emergency beyond the control, liability and influence of the AIFM makes the disposal of the assets of the relevant Sub-Fund impossible or impracticable under normal conditions or such disposal would be detrimental to the interests of the Unitholders;
- (c) the disruption of any relevant communications network or any other reason makes it impossible or impracticable to determine the value of a major portion of the assets of the relevant Sub-Fund;
- (d) the relevant Sub-Fund is unable to repatriate funds for the purpose of making payments on the redemption of Units from Unitholders or any transfer of funds involved in the realisation or acquisition of investments or when payments due on redemption of Units from Unitholders cannot, in the opinion of the AIFM, be effected at normal rates of exchange;
- (e) any period when proceeds of any sale or repurchase of Units cannot be transmitted to or from the account of the Sub-Fund; or
- (f) any other reason makes it impossible or impracticable to determine the value of a substantial portion of the assets of the Sub-Fund.

Any such suspension will be notified without delay to the Central Bank and shall be notified to Unitholders if, in the opinion of the AIFM, it is likely to exceed fourteen (14) days and will be notified to investors or Unitholders requesting issue or redemption of Units by the AIFM at the time of application for such issue or filing of the written request for such redemption.

### **Side Pockets**

The Trust Deed outlines certain provisions whereby, in exceptional circumstances, the AIFM may subject to the provisions of the Trust Deed and in accordance with the requirements of the Central Bank, create and issue at its discretion a new Class or Classes of Units ("Side Pocket Class") to which assets (and liabilities arising in connection with such assets) of a Sub-Fund are allocated at the discretion of the AIFM at any time after the acquisition thereof, as being or having become investments that are illiquid or otherwise difficult to value or realise ("Illiquid Investments") plus such additional cash representing a reserve for commitments and contingencies as may arise in connection with the Illiquid Investments as the AIFM in its discretion determines. If following the initial creation and issue of a Side Pocket Class, the AIFM determines to allocate further Illiquid Investments, such Illiquid Investments will be allocated to a separate Side Pocket Class. Units in a Side Pocket Class ("Side Pocket Units") shall be redeemable only when so determined by the AIFM. The creation of a Side Pocket Class will involve the AIFM effecting a pro-rata reduction in the number of Units held by a Unitholder attributable to the relevant Sub-Fund excluding the assets and liabilities attributable to the Side Pocket Class and creating for the benefit of such Unitholder a corresponding pro-rata interest in the Side Pocket Class. The value of assets and liabilities attributed to a Side Pocket Class shall be determined by the AIFM in a manner consistent with the Section headed "Calculation of Net Asset Value" on page 57 of the Prospectus. Unitholders may be required to maintain their Side Pocket Units for a significant period of time as they are only likely to be able to redeem Side Pocket Units when the assets within the Side Pocket Class are capable of being properly valued or realised. Side Pockets Classes are generally valued at probable realisation value.

Given the illiquid nature of the assets held in Side Pockets Classes, these valuations may not reflect the actual amount that would be realised by the Sub-Fund upon the disposition of such investments.

## **MANAGEMENT AND FUND CHARGES**

The fees of the AIFM payable out of the Sub-Fund's assets may differ from Sub-Fund to Sub-Fund and from Class to Class and shall be calculated on that proportion of the Net Asset Value of the relevant Sub-Fund attributable to the relevant Class.

The fees of the Trustee payable out of the Sub-Fund's assets may differ from Sub-Fund to Sub-Fund and from Class to Class and shall be calculated on that proportion of the Net Asset Value of the relevant Sub-Fund attributable to the relevant Class.

The expenses of the AIFM and the Trustee shall be similarly borne jointly by all the Sub-Funds save that any expenses which are directly or indirectly attributable to a particular Sub-Fund or Class shall be borne solely by that Sub-Fund or Class.

### **The AIFM**

The AIFM shall be entitled to receive out of that proportion of the assets of a Sub-Fund attributable to the relevant Class an annual fee, accrued daily and payable monthly in arrears up to the rate (plus VAT, if any) set out in the relevant Classes Information Card to this Prospectus together with such performance fee (plus VAT, if any) set out in the relevant Classes Information Card to this Prospectus (the "Management Fee").

Minimum fees may also apply depending on the Net Asset Value of the Sub-Funds and shall be calculated based on an amount equal to €22,500 per annum per Sub-Fund (plus VAT if any thereon), which shall be applied on a pro-rata basis across all Sub-Funds of the Fund (the "Minimum Annual Management Fee"). The Minimum Annual Management Fee shall be waived for a 2 year period from 1<sup>st</sup> October, 2021. The annual fee and performance fee (if any) payable to the AIFM may not be increased without the approval of Unitholders of the relevant Sub-Fund or Unit Class. In the event of an increase in the fees payable to the AIFM, a reasonable notification period will be provided by the AIFM to enable Unitholders to redeem their Units prior to the implementation of the increase.

The AIFM shall also be entitled to be repaid all of its Administration Expenses out of the assets of a Sub-Fund attributable to the relevant Class.

### **Remuneration Policy of the AIFM**

The AIFM has approved a remuneration policy which is summarised below. The AIFM will be held ultimately responsible for the implementation of the policy.

In the implementation of its policy, the Manager will ensure good corporate governance and promote sound and effective risk management. It will not encourage any risk taking which would be considered inconsistent with the risk profile of the Fund, the Sub-Funds, the Trust Deed or this Prospectus. The AIFM will ensure that any decisions are consistent with the overall business strategy, objectives, values and interests of the AIFM and try to avoid any conflicts of interest which may arise.

The AIFM will ensure that the remuneration policy is reviewed internally and independently annually.

With respect to the delegation of any part of the portfolio or risk management functions, the AIFM requires that:

- (a) the Investment Manager or any of its delegates to which a certain part of such activities have been delegated are subject to regulatory requirements on remuneration that are equally as effective as those applicable under the ESMA Guidelines on Remuneration/Annex II of the AIFM Directive; or
- (b) appropriate contractual arrangements are put in place with any Investment Manager or any its delegates to which a certain part of such activities have been delegated in order to ensure that there is no circumvention of the remuneration rules set out in the ESMA Guidelines on Remuneration /Annex II of the AIFM Directive.

The AIFM will ensure that the remuneration of those engaged in the performance of risk management reflects the achievement of the objectives linked to the risk management function, independently of the performance of the business areas in which they are engaged.

### **The Trustee**

The Trustee shall be entitled to receive out of that proportion of the assets of a Sub-Fund attributable to the relevant Class an annual fee, accrued daily and payable monthly in arrears up to the rate (plus VAT, if any) set out in the relevant Classes Information Card to this Prospectus.

The Trustee shall also be entitled to be repaid all of its Disbursements out of the assets of a Sub-Fund attributable to the relevant Class, including the fees of any sub-custodian appointed by it. The fees of any such sub-custodians shall be at normal commercial rates.

### **The Administrator**

The AIFM shall pay out of that proportion of the assets of a Sub-Fund attributable to the relevant Class the annual fee of the Administrator, which fee shall accrue daily and be payable monthly in arrears up to the rate (plus VAT, if any) set out in the relevant Classes Information Card to this Prospectus. The Administrator shall also be entitled to be repaid by the AIFM its out-of-pocket expenses out of the assets of a Sub-Fund attributable to the relevant Class.

### **Investment Manager**

The AIFM shall pay out of its own Management Fee the fees (plus VAT, if any) of the Investment Manager. Such fees shall be at normal commercial rates and shall be paid monthly in arrears by the AIFM to the Investment Manager out of the Management Fee received by the AIFM from the relevant Sub-Fund.

The Investment Manager shall not be entitled to receive any fees nor to be repaid for any out-of-pocket expenses out of the assets of a Sub-Fund.

The Investment Manager shall pay out of its own fees the fees (plus VAT, if any) of each sub-investment manager/sub-advisor appointed by it in respect of a Sub-Fund. A sub-investment manager/sub-advisor shall not be entitled to receive any fees nor to be repaid for any out-of-pocket expenses out of the assets of a Sub-Fund.

## **Distributor**

The AIFM or any delegate of the AIFM shall pay out of its own fees the fees (plus VAT, if any) of any Distributor appointed by it in respect of a Sub-Fund.

The Distributor shall not be entitled to receive any fees nor to be repaid any out-of-pocket expenses out of the assets of a Sub-Fund.

## **Anti-Dilution Levy**

The AIFM or its delegate may, at its discretion, impose "an anti-dilution levy" representing a provision for market spreads (the difference between the prices at which assets are valued and/or bought or sold) and duties and charges and other dealing costs relating to the acquisition or disposal of assets in the event of receipt for processing of net subscription requests or net redemption requests including as a result of requests for switching from one Sub-Fund into another Sub-Fund. Such provision may be added to the price at which Shares will be issued in the case of net subscription requests and deducted from the price at which Shares will be redeemed in the case of net redemption requests.

## **General**

Each Sub-Fund is responsible for the expenses incurred by it in connection with litigation. Pursuant to provisions contained in the Trust Deed, the Trustee shall be entitled to be indemnified out of the assets of the relevant Sub-Fund in certain circumstances including costs and expenses incurred in litigation by or on behalf of the Sub-Fund. The AIFM is entitled to recover from a Sub-Fund the costs and expenses incurred by it in litigation by or on behalf of that Sub-Fund.

Each Sub-Fund pays out of its assets all fees, costs and expenses, including Administration Expenses and Disbursements, of or incurred by the AIFM and the Trustee in connection with the ongoing management, administration and operation of the Sub-Fund. Such fees, costs expenses and disbursements payable by the relevant Sub-Fund include, but are not limited to:

- (a) auditors and accountants' fees;
- (b) lawyers' fees, which may include fees charge by in-house lawyers;
- (c) commissions, fees and reasonable out-of-pocket expenses payable to any placing agent, structuring agent, paying agent or distributor of the Units;
- (d) merchant banking, stockbroking or corporate finance fees including interest on borrowings;
- (e) taxes or duties imposed by any fiscal authority and any regulatory levies;
- (f) costs of preparation, translation and distribution of all prospectuses, reports, confirmations of purchase of Units and notices to Unitholders;
- (g) fees and expenses incurred in connection with the listing of Units on any Recognised Exchange and in complying with the listing rules thereof;



- (h) custody and transfer expenses (including, without limitation, sub-custodian fees and transaction charges);
- (i) expenses of Unitholders' meetings;
- (j) insurance premia;
- (k) any other expenses, including clerical costs of issue or redemption of Units;
- (l) the cost of preparing, translating, printing and/or filing in any language the Trust Deed and all other documents relating to the Fund or to the relevant Sub-Fund including registration statements, prospectuses, listing particulars, explanatory memoranda, annual, half-yearly and extraordinary reports with all authorities (including local securities dealers associations) having jurisdiction over the Fund or any of the Sub-Funds or the offer of Units of the relevant Sub-Fund and the cost of delivering any of the foregoing to the Unitholders;
- (m) advertising expenses relating to the distribution of Units of the Sub-Fund;
- (n) the cost of publication of notices in local newspapers in any relevant jurisdiction;
- (o) the total costs of any amalgamation or reconstruction of any Sub-Fund;
- (p) all fees and expenses of any External Valuer appointed by the AIFM in accordance with the Trust Deed or other supplier of services to the Fund;
- (q) the costs of terminating the Fund or any Sub-Fund;
- (r) all fees payable in respect of investments in other collective investment schemes including, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees in respect of each collective investment scheme in which a Sub-Fund of the Fund invests, except where this is not permitted by the Central Bank;
- (s) licence fees and other expenses associated with the use of any investment management software employed by a Sub-Fund of the Fund; and
- (t) all other fees and all expenses incurred in connection with the Fund's operation and management;

in each case plus any applicable VAT.

The fees and expenses relating to the establishment of the Fund and of the Sub-Funds have been amortised in full.

## **Operational Costs / Fees arising from Financial Derivative Instruments**

### **General**

Investors should be aware that if a Sub-Fund enters into financial derivative instruments for efficient portfolio management purposes, direct /indirect operational costs and/or fees may be deducted from the

revenue delivered to the Sub-Fund. In the case of OTC derivatives, such costs and fees may include financing fees and in the case of derivatives which are listed on recognised exchanges, such costs and fees may include brokerage fees. One of the considerations taken into account by the Investment Manager when selecting brokers and counterparties to financial derivative transactions on behalf of a Sub-Fund is that any such costs and/or fees which are deducted from the revenue delivered to the Sub-Fund shall be at normal commercial rates and shall not include any hidden revenue. Such direct or indirect costs and fees, where applicable, will be paid to the relevant broker or counterparty to the financial derivative transaction as identified in the financial accounts of the Fund. All revenues generated through the use of financial derivative instruments, net of direct and indirect operational costs and fees, will be returned to the relevant Sub-Fund.

## TAXATION

### General

***The information given is not exhaustive and does not constitute legal or tax advice. It does not purport to deal with all of the tax consequences applicable to the Fund or its current or future Sub-Funds or to all categories of investors, some of whom may be subject to special rules. For instance, it does not address the tax position of the Fund or its current or future Sub-Funds if one or more were to be considered an IREF.***

***Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, switching or disposing of Units under the laws of the jurisdictions in which they may be subject to tax.***

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

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

### Irish Taxation

The AIFM has been advised that on the basis that the Fund is resident in Ireland for taxation purposes the taxation position of the Fund and the Unitholders is as set out below.

### Taxation of the Fund

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

However, tax can arise on the happening of a “chargeable event” in the Fund. A chargeable event includes any distribution payments to Unitholders or any encashment, redemption, cancellation, transfer or deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Units or the appropriation or cancellation of Units of a Unitholder by the Fund for the purposes of meeting the amount of tax payable on a gain arising on a transfer. No tax will arise on the Fund in respect of chargeable events in respect of a Unitholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event provided that a Relevant Declaration is in place and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of either a Relevant Declaration or the Fund satisfying and availing of equivalent measures (see paragraph headed “*Equivalent Measures*” below) there is a presumption that the investor is Irish Resident or Ordinarily Resident in Ireland. A chargeable event does not include:

- An exchange by a Unitholder, effected by way of an arms-length bargain where no payment is made to the Unitholder, of Units in the Fund for other Units in the Fund;
- Any transactions (which might otherwise be a chargeable event) in relation to units held in a Recognised Clearing System as designated by order of the Irish Revenue Commissioners;
- A transfer by a Unitholder of the entitlement to Units where the transfer is between spouses and former spouses, subject to certain conditions; or
- An exchange of Units arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Fund with another investment undertaking.

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

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

### ***Stamp Duty***

No stamp duty is payable in Ireland on the issue, transfer, repurchase or redemption of Units in the Fund. Where any subscription for or redemption of Units is satisfied by the in specie transfer of securities, property or other types of assets, Irish stamp duty may arise on the transfer of such assets.

No Irish stamp duty will be payable by the Fund on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company registered in Ireland and provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or marketable securities of a company (other than a company which is an investment undertaking within the meaning of Section 739B (1) of the Taxes Act (that is not an IREF) or a “qualifying company” within the meaning of Section 110 of the Taxes Act ) which is registered in Ireland.

### **Unitholders Tax**

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

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

Resident in Ireland or who are not Irish Resident or Ordinarily Resident in Ireland but whose Units are attributable to a branch or agency in Ireland may still have a liability to account for Irish tax on a distribution or encashment, redemption or transfer of their Units.

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

*Unitholders who are neither Irish Residents nor Ordinarily Resident in Ireland*

The Fund will not have to deduct tax on the occasion of a chargeable event in respect of a Unitholder if (a) the Unitholder is neither Irish Resident nor Ordinarily Resident in Ireland, (b) the Unitholder has made a Relevant Declaration on or about the time when the Units are applied for or acquired by the Unitholder and (c) the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of either a Relevant Declaration (provided in a timely manner) or the Fund satisfying and availing of equivalent measures (see paragraph headed “*Equivalent Measures*” below) tax will arise on the happening of a chargeable event in the Fund regardless of the fact that a Unitholder is neither Irish Resident nor Ordinarily Resident in Ireland. The appropriate tax that will be deducted is as described below.

To the extent that a Unitholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Ordinarily Resident in Ireland no tax will have to be deducted by the Fund on the occasion of a chargeable event provided that either (i) the Fund satisfied and availed of the equivalent measures or (ii) the Intermediary has made a Relevant Declaration that he/she is acting on behalf of such persons and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

Unitholders who are neither Irish Residents nor Ordinarily Resident in Ireland and either (i) the Fund has satisfied and availed of the equivalent measures or (ii) such Unitholders have made Relevant Declarations in respect of which the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, will not be liable to Irish tax in respect of income from their Units and gains made on the disposal of their Units. However, any corporate Unitholder which is not Irish Resident and which holds Units directly or indirectly by or for a trading branch or agency in Ireland will be liable to Irish tax on income from their Units or gains made on disposals of the Units.

Where tax is withheld by the Fund on the basis that no Relevant Declaration has been filed with the Fund by the Unitholder, Irish legislation provides for a refund of tax only to companies within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances.

*Unitholders who are Irish Residents or Ordinarily Resident in Ireland*

Unless a Unitholder is an Exempt Irish Investor and makes a Relevant Declaration to that effect and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct or unless the Units are purchased by the Courts Service, tax at the rate of 41% (25% where the Unitholder is a company and an appropriate declaration is in place) will be required to be deducted by the Fund from a distribution (where payments are made annually or at more frequent intervals) to a Unitholder who is Irish Resident or Ordinarily Resident in Ireland. Similarly, tax at the rate of 41% (25% where the Unitholder is a company and an appropriate declaration is in place)

will have to be deducted by the Fund on any other distribution or gain arising to the Unitholder (other than an Exempt Irish Investor who has made a Relevant Declaration) on an encashment, redemption, cancellation, transfer or deemed disposal (see below) of Units by a Unitholder who is Irish Resident or Ordinarily Resident in Ireland.

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

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

#### 10% Threshold

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

#### 15 % Threshold

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

### *Other*

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

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

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

### *Equivalent Measures*

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

### *Personal Portfolio Investment Undertaking ("PPIU")*

The Finance Act 2007 introduced provisions regarding the taxation of Irish Resident individuals or Ordinarily Resident in Ireland individuals who hold units in investment undertakings. These provisions introduced the concept of a personal portfolio investment undertaking ("PPIU"). Essentially, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor can influence the selection of some or all of the property held by the investment undertaking either directly or through persons acting on behalf of or connected to the investor. Depending on individuals' circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals' who can "influence" selection. Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual on or after 20<sup>th</sup> February 2007, will be taxed at the rate of 60%. Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted units deriving their value from land.

## Reporting

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

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

## Capital Acquisitions Tax

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

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

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

## Compliance with US reporting and withholding requirements

The foreign account tax compliance provisions ("FATCA") of the Hiring Incentives to Restore Employment Act 2010 represent an expansive information reporting regime enacted by the United States ("US") aimed at ensuring that Specified US Persons with financial assets outside the US are paying the correct amount of US tax. FATCA will generally impose a withholding tax of up to 30% with respect to certain US source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends paid to a foreign financial institution ("FFI") unless the FFI enters directly into a contract ("**FFI agreement**") with the US Internal Revenue Service ("**IRS**") or alternatively the FFI is located in a IGA country (please see below). An FFI agreement will impose obligations on the FFI including disclosure of certain information about US investors directly to the IRS and the imposition of withholding tax in the case of non-compliant investors. For these purposes the Fund would fall within the definition of a FFI for the purpose of FATCA.



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

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

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

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

### **Common Reporting Standard**

On 14 July 2014, the OECD issued the Standard for Automatic Exchange of Financial Account Information (“**the Standard**”) which therein contains the Common Reporting Standard (“**CRS**”). This has been applied in Ireland by means of the relevant international legal framework and Irish tax legislation. Additionally, on 9 December 2014, the European Union adopted EU Council Directive 2014/107/EU, amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (“**DAC2**”) which, in turn, has been applied in Ireland by means of the relevant Irish tax legislation.

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

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

Broadly speaking, the CRS and DAC2 will require Irish Financial Institutions to identify Account Holders

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

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

Unitholders and prospective investors should consult their own tax advisor regarding the requirements under CRS/DAC2 with respect to their own situation.

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

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

In this regard, the Fund is obliged under Section 891F and Section 891G of the Taxes Act and regulations made pursuant to those sections to collect certain information about each Unitholder's tax arrangements (and also collect information in relation to relevant Controlling Persons of specific Unitholders).

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

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

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

All capitalised terms above, unless otherwise defined above, shall have the same meaning as they have in the Standard or DAC2 (as applicable).

## **Mandatory Disclosure Rules**

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

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

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

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

## GENERAL INFORMATION

### Meetings

The Trustee or the AIFM may convene a meeting of Unitholders at any time. The AIFM must convene such a meeting if requested to do so by the holders of not less than 15% in aggregate of the Units in issue (excluding Units held by the AIFM).

All business transacted at a meeting of Unitholders duly convened and held shall be by way of extraordinary resolution.

Not less than fourteen (14) days' notice of every meeting must be given to Unitholders. The notice shall specify the place, day and hour of meeting and the terms of the resolution to be proposed. A copy of the notice shall be sent by post to the Trustee unless the meeting shall be convened by the Trustee. A copy of the notice shall be sent by post to the AIFM unless the meeting shall be convened by the AIFM. The accidental omission to give notice to or the non-receipt of notice by any of the Unitholders shall not invalidate the proceedings at any meeting.

The quorum shall be Unitholders present in person or by proxy holding or representing at least one tenth in number of the Units for the time being in issue. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

At any meeting (a) on a show of hands every Unitholder who is present in person or by a proxy shall have one vote and (b) on a poll every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is the Unitholder.

With regard to the respective rights and interests of Unitholders in different Sub-Funds or different Classes of the same Sub-Fund, the foregoing provisions shall have effect subject to the following modifications:-

- (a) a resolution which, in the opinion of the AIFM, affects one Sub-Fund or Class only shall be deemed to have been duly passed if passed at a separate meeting of the Unitholders of that Sub-Fund or Class;
- (b) a resolution which, in the opinion of the AIFM, affects more than one Sub-Fund or Class but does not give rise to a conflict of interest between the Unitholders of the respective Sub-Funds or Classes shall be deemed to have been duly passed at a single meeting of the Unitholders of those Sub-Funds or Classes;
- (c) a resolution which, in the opinion of the AIFM, affects more than one Sub-Fund or Class and gives or may give rise to a conflict of interest between the Unitholders of the respective Sub-Funds or Classes shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Unitholders of those Sub-Funds or Classes, it shall be passed at separate meetings of the Unitholders of those Sub-Funds or Classes.

### Reports

In respect of each Accounting Period, the AIFM shall cause to be audited and certified by the auditors an annual report relating to the management of the Fund and each of its Sub-Funds. Such annual report

shall be in a form approved by the Central Bank and shall contain such information required under the Regulations. There shall be attached to such annual report a statement by the Trustee in relation to the Fund and each of its Sub-Funds and a statement of such additional information as the Central Bank may specify.

The AIFM shall prepare an un-audited half-yearly report for the six months immediately succeeding the Accounting Date by reference to which the last annual report of the Fund and of each of the Sub-Funds was prepared. Such half-yearly report shall be in a form approved by the Central Bank and shall contain such information required under the Regulations.

Copies of the said annual and half-yearly reports shall be made available by the AIFM to Unitholders free of charge on request.

The AIFM shall provide the Central Bank with any monthly or other reports it may require.

The Trust Deed is available for inspection at the registered offices of the AIFM. In addition, a copy of the Trust Deed will be sent by the Administrator to Unitholders free of charge upon written request.

### **Periodic Reporting**

The following information will be made available in a clear and presentable way to Unitholders by the AIFM as part of the Fund's periodic reporting or updates to the Prospectus and, as a minimum, in the annual report:

(a) the percentage of each Sub-Fund's assets which will be subject to special arrangements arising from their illiquid nature, including an overview of any special arrangements in place, any new material arrangements for managing liquidity the valuation methodology applied to assets which are subject to such arrangements and how management and performance fees will apply to these assets;

(b) the current risk profile of each Sub-Fund, and information on the risk management systems used by the AIFM to manage those risks;

(c) the total amount of leverage (if any) employed by each Sub-Fund, calculated in accordance with the gross and commitment methods;

(d) any material changes to the information at (a) to (c) above; and

(e) past performance.

It is intended that Unitholders will be notified immediately of any material changes to the liquidity management systems and procedures such as the suspension of redemptions, the deferral of redemptions or similar special liquidity arrangements. It is intended that any changes to the maximum level of leverage (if any) which a Sub-Fund may employ will be provided to Unitholders without undue delay.

On occasion, the AIFM may be requested to disclose information of a particular form or in a particular format to one or more investors as result of their legal, regulatory, or structural requirements. In such instances the AIFM, as applicable, will make all reasonable efforts to ensure the same level of information is available to all investors.

## Material Contracts

The following contracts, further details of which are set out in the sections headed "Management of the Fund" and "Management and Fund Charges", not being contracts entered into in the ordinary course of business, have been or will be entered into and are or may be material:

- (i) The Trust Deed. The Trust Deed provides that the Trustee (and each of its directors, officers and employees) shall be held harmless and indemnified out of the relevant Sub-Fund's assets from and against any and all third party actions, proceedings, claims, costs, demands and expenses which may be brought against suffered or incurred by the Trustee other than as a result of the Trustee's fraud, wilful default, bad faith, recklessness or negligence or any other loss (including any loss of custody investments) for which the Trustee is liable under the terms of the Trust Deed. The Trustee shall be liable to the AIFM, the Fund, and the Unitholders for losses suffered by them as a result of the Trustee's negligent or intentional failure to properly fulfil its obligations pursuant to the AIFMD Directive (save for losses resulting from an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary). The Trust Deed also provides that the AIFM shall be held harmless and indemnified out of the Fund's assets in respect of all actions, costs, charges, losses, damages and expenses which the AIFM may incur or sustain other than by reason of the AIFM's negligence, fraud, bad faith, wilful default or recklessness in the proper performance of its duties.
- (ii) The Administration Agreement. This Agreement is for an indefinite period and may be terminated by the AIFM or the Administrator on not less than ninety days' written notice. The Agreement provides that the AIFM shall indemnify and hold harmless the Administrator out of the assets of the relevant Sub-Fund against any liabilities, losses, claims, costs, damages, penalties, fines, obligations or expenses of any kind whatsoever that may be imposed on, incurred by or asserted against the Administrator arising out of certain matters, including the Administrator's performance in accordance with the terms of the Agreement provided the Administrator has not acted with negligence or engaged in fraud, wilful default, bad faith or recklessness in connection with the liabilities in question.
- (iii) The Investment Management Agreement. This Agreement is for an indefinite period and may be terminated by the AIFM or the Investment Manager in respect of one or more Sub-Funds on not less than ninety days' prior written notice. The Agreement provides that the Investment Manager shall not be liable to the AIFM or the relevant Sub-Fund in connection with the subject matter of the Agreement or any matter or thing done or omitted to be done by the Investment Manager thereof unless such loss or disadvantage arises from the wilful default, fraud, bad faith or negligence in its performance or non-performance of its obligations thereunder.

Any other contracts subsequently entered into, not being contracts entered into in the ordinary course of business which are or may be material, shall be detailed in the Sub-Fund Information Card to this Prospectus.

## Termination

The Fund or any of its Sub-Funds or Classes may be terminated by the Trustee by notice in writing as hereinafter provided upon the occurrence of any of the following events, namely:

- (i) if the AIFM shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or ceases business or becomes (in the reasonable judgment of the Trustee) subject to the de facto control of some corporation or person of whom the Trustee does not reasonably approve or if a receiver is appointed in respect of any of the assets of the AIFM or if an examiner is appointed to the AIFM pursuant to the Companies (Amendment) Act 1990;
- (ii) if, in the reasonable opinion of the Trustee, the AIFM shall be incapable of performing its duties;
- (iii) if, any law shall be passed which renders it illegal to continue the Fund or any of its Sub-Funds or Classes; or
- (iv) if, within a period of three months from the date of the Trustee expressing in writing to the AIFM its desire to retire, the AIFM shall have failed to appoint a new Trustee pursuant to the provisions of the Trust Deed.

The Fund or any of its Sub-Funds or Classes may be terminated by the AIFM in its absolute discretion by notice in writing as hereinafter provided in any of the following events, namely:

- (i) if, one year from the date of the first issue of Units or on any Dealing Day thereafter, the Net Asset Value of all of the Sub-Funds or of any Sub-Fund or Classes shall be less than one million Euro;
- (ii) if, the Fund shall cease to be an Authorised Unit Trust or if any of its Sub-Funds shall cease to be authorised by the Central Bank;
- (iii) if any law shall be passed which renders it illegal or, in the reasonable opinion of the AIFM, impracticable or inadvisable to continue the Fund;
- (iv) if, within a period of three months from the date of the AIFM expressing in writing to the Trustee its desire to retire, a replacement manager shall not have been appointed;
- (iv) if, within a period of three months from the date of the Investment Manager expressing in writing to the AIFM its desire to retire, the AIFM shall have failed to appoint a new Investment Manager.

The party terminating the Fund or a Sub-Fund or Class shall give notice thereof to the Unitholders in the manner herein provided and by such notice fix the date on which such termination is to take effect, which date shall not be less than two months after the service of such notice.

The Fund or any of its Sub-Funds or Classes may at any time be terminated by extraordinary resolution of a meeting of the Unitholders duly convened and held in accordance with the provisions contained in the Schedule to the Trust Deed and such termination shall take effect from the date on which the said resolution is passed or such later date (if any) as the said resolution may provide.

Not later than two months before the termination of the Fund or of a Sub-Fund or Class, as the case may be, the AIFM shall (if practically possible) give notice to the Unitholders advising them of the impending distribution of the assets of the Fund, the Sub-Fund or attributable to the relevant Class, as the case may be. After such termination, the AIFM shall procure the sale of all investments then remaining in the Trustee's and its nominee's hands as part of the assets of the Fund, the Sub-Fund or attributable to the

relevant Class and such sale shall be carried out and completed in such manner and within such period after the termination of the Fund or of the Sub-Fund or Class as the AIFM and the Trustee think desirable.

The AIFM shall, at such time or times as it shall deem convenient and at its entire discretion, procure the distribution to the Unitholders, in accordance with the latest available allocation of the Net Asset Value of the Sub-Fund or Class between Units pursuant to the Trust Deed and then pro rata to the number of Units of the relevant Class held by them respectively, of all net cash proceeds derived from the realisation of the investments and any cash then forming part of the assets of the relevant Sub-Fund or attributable to the relevant Class so far as the same are available for the purpose of such distribution. Every such distribution shall be made only after the certificates relating to the Units in respect of which the same is made shall have been lodged with the AIFM together with such form of request of payment and receipt as the AIFM shall in its absolute discretion require, provided that the AIFM shall be entitled to retain out of any such monies in the hands of the Trustee full provision for all costs, charges, expenses, claims, liabilities and demands relating to the relevant Sub-Funds or Classes, for which the AIFM is or may become liable or incurred, made or expended by the AIFM in connection with the liquidation of the Fund or any of the Sub-Funds or Classes, as the case may be, and out of the monies so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands, and any unclaimed net proceeds or other cash held by the Trustee may at the expiration of twelve months from the date on which the same were payable be paid into court subject to the right of the Trustee to deduct therefrom any expenses it may incur.

#### **Continuance or Retirement of AIFM**

The AIFM, shall so long as the Fund subsists, continue to act as the AIFM thereof in accordance with the terms of the Trust Deed.

The AIFM for the time being shall be subject to removal and shall be so removed by (immediate in the case of (i)) (three months (in the case of (ii)) notice in writing given by the Trustee to the AIFM in any of the following events:

- (i) if the AIFM goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed in respect of any of the assets of the AIFM or if an examiner is appointed to the AIFM pursuant to the Companies (Amendment) Act 1990; or
- (ii) if a Meeting of the Unitholders by extraordinary resolution determines that the AIFM should retire.

The AIFM shall have the power on the giving of one hundred and twenty (120 days) notice to the Trustee to retire in favour or some other corporation approved by the Trustee and the Central Bank upon and subject to such corporation entering into an acceptable deed.

The AIFM shall also be entitled to immediately retire in favour of some other corporation approved by the Trustee and the Central Bank upon and subject to such corporation entering into an acceptable deed:

- (a) in the event of the winding up of or the appointment of an administrator, examiner or receiver to the Trustee or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; or



- (b) if the Trustee shall commit any material breach of the provisions of the Trust Deed and shall (if such breach is capable of remedy) not have remedied the same within 30 days after the service of notice requiring it to be remedied; or
- (c) if fraud is proven against the Trustee in a court of competent jurisdiction; or
- (d) if the continued performance of the Trust Deed shall for any reason cease to be lawful.

### **Retirement of Trustee**

- (i) The Trustee may retire voluntarily by the issue of a notice in writing delivered or posted, postage pre-paid, to the AIFM, such termination to take effect not sooner than one hundred and twenty (120) days (or such shorter notice period as such other party may agree to accept) after the date of such delivery or posting.
- (ii) Subject and without prejudice to Section (iii) below, the Trustee may at any time immediately retire:
  - (a) in the event of the winding up of the AIFM or the appointment of an administrator, examiner or receiver to the AIFM or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction: or
  - (b) if the AIFM shall commit any material breach of the provisions of the Trust Deed and shall (if such breach is capable of remedy) not have remedied the same within 30 days after the service of notice requiring it to be remedied; or
  - (c) if fraud is proven against the AIFM in a court of competent jurisdiction; or,
  - (d) if the continued performance of the Trust Deed shall for any reason cease to be lawful.
- (iii) For the avoidance of doubt and subject to (iv) below, in order to ensure the protection of Unitholders, the retirement of the Trustee pursuant to (i) or (ii) above shall not take effect unless and until:
  - (a) a successor depositary approved for such purpose by the Central Bank shall have been appointed by the AIFM; or
  - (b) the authorisation of the Fund by the Central Bank has been revoked.

The Central Bank may also replace the Trustee with another depositary in accordance with the terms of the Act.

- (iv) In the event that no succeeding depositary approved by the Central Bank is appointed by the AIFM within ninety days either (a) following the expiry of a notice served pursuant to (i) above or (b) following service of a notice pursuant to (ii) above, the AIFM shall:-
  - (a) apply to the Central Bank for the revocation of the Fund's authorisation under the Act; and

- (b) in conjunction with the Trustee, make a joint application to the High Court for an order to wind up the Fund or convene in accordance with the Trust Deed an Extraordinary General Meeting of the Unitholders of the Fund at which there shall be proposed a resolution to wind up the Fund.

## **General**

The Fund is not engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Directors of the AIFM or to the Trustee to be pending or threatened by or against the Fund since its establishment.

## **Documents Available for Inspection**

The following documents are available for inspection on any Business Day at the registered office of the AIFM and at the offices of Dillon Eustace, Grand Canal House, 1 Upper Grand Canal Street, Dublin 4, Ireland from the date of this Prospectus:

- (a) the material contracts referred to above;
- (b) annual reports, incorporating audited financial statements, and half-yearly reports, incorporating unaudited financial statements, when published.

Copies of each of the documents referred to at (a) and (b) above can be obtained by Unitholders at the registered office of the AIFM free of charge on request.

## **The Account Opening Form**

By subscribing for Units using the Account Opening Form, each investor agrees to enter into a contract with the AIFM in respect of a Fund. Any Units subscribed for under the Account Opening Form will be held subject to the terms and conditions of this Prospectus, as amended from time to time, the Trust Deed, as amended from time to time, and the applicable Account Opening Form. The Account Opening Form shall be governed by and construed in accordance with the laws of Ireland.

## **Legal implications of an investment in the Fund**

The main legal implications of the contractual relationship which an investor subscribing for Units would enter into by investing in a Sub-Fund are as follows:

- (i) By completing and submitting the Account Opening Form, an investor will have made an offer to subscribe for Units which, once it is accepted by the AIFM or its delegate and Units are issued, has the effect of a binding contract.
- (ii) The applicant will be obliged to make representations, warranties, declarations and certifications in the Account Opening Form relating to its eligibility to invest in the Sub-Fund and its compliance with the applicable anti-money laundering laws and regulations.
- (iii) Upon the issue of Units, an investor will become a Unitholder in the relevant Sub-Fund and will be bound by the terms of the Trust Deed.

- (iv) The Trust Deed is governed by, and construed in accordance with, the laws of Ireland. The Account Opening Form is governed by, and construed in accordance with, the laws of Ireland.

### **Side Letters**

The AIFM may, at its sole and absolute discretion, agree with any existing or prospective investor, whether by means of a side letter or other agreement, to waive or modify the application of any of the terms described herein in this Prospectus or in the application form or to agree any specific terms with an investor (“Side Letter”). Any such Side Letter may be agreed in accordance with the requirements of the Central Bank and the AIFMD Legislation in relation to (but not limited to) the application or calculation of fees provisions, indemnification obligations and/or additional representations, warranties and covenants. For the avoidance of doubt, the AIFM will not agree any Side Letter which provides an investor with different rights of access to portfolio information, disclosure of market sensitive events, or alter the liquidity provisions, redemption rights or voting rights of any investor and in this regard, will ensure that investors are treated fairly. Neither the AIFM nor the Investment Manager is obligated to disclose the existence or specific terms of any Side Letter agreed with an investor to any other investors.

Elections in Side Letters to be governed by the laws of a country other than Ireland and enforcement of foreign judgments related to such Side Letters will be made in accordance with the general principles of Irish law and with:

- (a) the Rome I Regulation (EC) No. 593/2008 of the European Parliament and of the Council dated 17 June 2008 on the law applicable to contractual obligations;
- (b) the Regulation (EC) No. 864/2007 of 11 July 2007 on the law applicable to non-contractual obligations (Rome II);
- (c) Council Regulation (EC) No. 44/2001 on Jurisdiction and the Recognition of Judgments in Civil and Commercial Matters, (the “2001 Brussels Regulation”);

all of which have force of law in Ireland. An investor who has obtained a favourable judgment in a foreign court will have to bring a new action in the Irish courts.

### **Professional Liability Indemnities and Insurance**

The AIFM holds professional indemnity insurance in line with the Level 2 Regulations, and is protected against liability arising from professional negligence to cover professional liability risks including, but not limited to the following risks:

- (a) loss of documents evidencing title of assets of the Fund;
- (b) misrepresentations or misleading statements made to the AIFM or the investors of the Fund;
- (c) acts, errors or omissions resulting in a breach of:
  - (i) legal and regulatory obligations;
  - (ii) duty of skill and care towards the AIFM and the investors of the Fund;

- (iii) fiduciary duties;
  - (iv) obligations of confidentiality;
  - (v) the Trust Deed;
  - (vi) terms of appointment of the AIFM;
- (d) failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
- (e) improperly carried out valuation of assets or calculation of unit/share prices;
- (f) losses arising from business disruption, system failures, failure of transaction processing or process management.

### **Legal Matters**

Dillon Eustace does not represent and has not represented prospective investors in the course of the organisation of the Fund, the negotiation of its business terms, the offering of the Units or in respect of its ongoing operations. Dillon Eustace has been selected by the AIFM.

## APPENDIX I

### RECOGNISED EXCHANGES

The following is a list of regulated stock exchanges and markets in which the assets of each Sub-Fund may be invested from time to time and is set out in accordance with Central Bank requirements. With the exception of permitted investments in unlisted securities or in Units of open-ended collective investment schemes, investment will be restricted to the stock exchanges and markets below. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) all stock exchanges:

- in a Member State of the European Union;
- in a Member State of the European Economic Area (EEA) (Norway, Iceland or Liechtenstein);
- in any of the following countries:
  - Australia
  - Canada
  - Japan
  - Hong Kong
  - New Zealand
  - Switzerland
  - United States of America
  - United Kingdom;

(ii) all of the following stock exchanges:

Argentina	-	Bolsa de Comercio de Buenos Aires
Argentina	-	Bolsa de Comercio de Cordoba
Argentina	-	Bolsa de Comercio de Rosario
Brazil	-	Bolsa de Valores de Sao Paulo
Chile	-	Bolsa de Comercio de Santiago
Chile	-	Bolsa Electronica de Chile
China		
Peoples' Rep. of - Shanghai)	-	Shanghai Stock Exchange
China		
(Peoples' Rep. of - Shenzhen)	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Valores de Colombia
Egypt	-	Egyptian Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	BSE Ltd
India	-	National Stock Exchange of India
Indonesia	-	Indonesia Stock Exchange
Israel	-	Tel Aviv Stock Exchange
Jordan	-	Amman Stock Exchange

Korea	-	Korea Stock Exchange
Kuwait	-	Kuwait Stock Exchange
Malaysia	-	Bursa Malaysia
Mexico	-	Bolsa Mexicana de Valores
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Singapore	-	Singapore Exchange
South Africa	-	Johannesburg Stock Exchange
Taiwan (Republic of China)	-	Taiwan Stock Exchange Corporation
Thailand	-	Stock Exchange of Thailand
Turkey	-	Istanbul Stock Exchange
United Arab Emirates	-	Abu Dhabi Securities Exchange;

(iii) any of the following markets:

the market organised by the International Capital Market Association;

the market conducted by the "listed money market institutions", as described in the Bank of England publication "The Regulation of the Wholesale Cash and OTC Derivatives Markets under Section 43 of the Financial Services Act 1986 (the "Grey Paper") (as amended from time to time);

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

NASDAQ in the United States of America;

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

the over-the-counter market in the United States of America regulated by the Financial Industry Regulatory Authority (may also be described as: the over-the-counter market in the United States of America conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the Financial Industry Regulatory Authority (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation));

the French Markets for Titres de Créances Négociables (the over-the-counter markets in negotiable debt instruments);

the over-the-counter market in Canadian Government Bonds, regulated by the Investment Industry Regulatory Organisation of Canada.

For the purposes only of determining the value of the assets of a Sub-Fund, the term "Recognised Exchange" shall be deemed to include, in relation to any futures or options contract utilised by the Sub-Fund for the purposes of efficient portfolio management or to provide protection against exchange rates, any organised exchange or market on which such futures or options contract is regularly traded.