



Source CSOP Markets plc

Prospectus

Dated 25 May 2018

(A company incorporated in Ireland with limited liability as an open-ended investment company with variable capital and segregated liability between its sub-funds under the laws of Ireland with registered number 536094)

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

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1 IMPORTANT INFORMATION

THIS DOCUMENT IS IMPORTANT. BEFORE YOU PURCHASE ANY OF THE SHARES YOU SHOULD ENSURE THAT YOU FULLY UNDERSTAND THE NATURE OF SUCH AN INVESTMENT, THE RISKS INVOLVED AND YOUR OWN PERSONAL CIRCUMSTANCES. IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD TAKE ADVICE FROM AN APPROPRIATELY QUALIFIED ADVISOR.

The value of and income from Shares in the Company may go up or down and you may not get back the amount you have invested in the Company.

CENTRAL BANK AUTHORISATION - UCITS

The Company is authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the European Communities ("Undertakings for Collective Investment in Transferable Securities") Regulations 2011 (S.I. No. 352 of 2011) as amended. **Such authorisation is not an endorsement or guarantee of the Company or any Fund (as defined within the definition section) by the Central Bank, nor is the Central Bank responsible for the contents of this Prospectus. The authorisation of Source CSOP Markets plc (the "Company") by the Central Bank (the "Central Bank") shall not constitute a warranty as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company.**

THIS PROSPECTUS

Information applicable to the Company generally is contained in this Prospectus. Shares constituting each Fund offered by the Company are described in the Supplements to this Prospectus.

The Company is an umbrella investment company with segregated liability between Funds and with variable capital incorporated on 29 November 2013. The Company is structured as an umbrella investment company, in that different Funds may be established from time to time by the Directors with the prior approval of the Central Bank.

The Company is considered to be a non-complex UCITS within the meaning of Article 25(4) of Directive 2014/65/EU.

The particulars of each Fund will be set out in a separate Supplement. Any such Supplement shall list all of the existing Funds. Shares of more than one Class may be issued in relation to a Fund. Information contained within the Supplements is selective and should be read in conjunction with this Prospectus. The creation of any new Classes of Shares must be notified to and cleared in advance by the Central Bank. On the introduction of any new Class of Shares, the Company will prepare and the Directors will issue documentation setting out the relevant details of each such Class of Shares. A separate portfolio of assets shall be maintained for each Fund and shall be invested in accordance with the investment objective applicable to such Fund.

Shares in any of the Funds may be subscribed for or redeemed in cash. Shares may also be bought or sold on the secondary market (as described below).

The Company may decline any application for Shares in whole or in part without assigning any reason therefor and will not accept an initial subscription for Shares of any amount which is less than the Minimum Initial Subscription as set forth in the Supplement for the relevant Fund, unless the Minimum Initial Subscription is waived by the Directors.

After the initial issue, Shares will be issued and redeemed at the Net Asset Value per Share plus or minus duties and charges (as the case may be) including any Subscription Charge or Redemption Charge, as specified in the relevant Supplement.

The Net Asset Value of the Shares of each Class and the Issue and Repurchase Prices will be calculated in accordance with the provisions summarised under the heading **"Issue and Repurchase Prices/Calculation of Net Asset Value/Valuation of Assets"** in this Prospectus.

The Shares of each Fund may be listed and/or admitted to trading on one or more Relevant Stock Exchanges and are fully transferable by Shareholders. It is envisaged that Shares will be bought and sold by retail and institutional investors and professional traders in the secondary market like the ordinary

shares of a listed company. However, the Company cannot guarantee that a liquid secondary market will develop in relation to the Shares of any particular Fund.

Details of Dealing Days in respect of each Fund are set out in the relevant Supplement.

A Redemption Charge of up to 3% of the Repurchase Price of any Class of Shares of a Fund may be charged by the Company. The amount of Redemption Charge (if any) will be set out in the relevant Supplement.

Before investing in the Company, you should consider the risks involved in such investment. Please see "**Risk Factors**" below and where applicable to each Fund in the relevant Supplement.

Shares are offered only on the basis of the information contained in the current Prospectus, the KIID and the latest annual report and audited financial statements and any subsequent semi-annual report and unaudited financial statements. Such reports, this Prospectus and the KIID together form the offering documents for the issue of Shares in the Company.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Articles, copies of which are available upon request.

MIFID II PRODUCT GOVERNANCE RULES – UCITS AS NON-COMPLEX FINANCIAL INSTRUMENTS

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

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

DISTRIBUTION AND SELLING RESTRICTIONS

The distribution of this Prospectus and the offering of Shares in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the Company to inform themselves of and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by 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 Articles of the Company give powers to the Directors to impose restrictions on the holding of Shares by any person who appears to be in breach of the laws or requirements of any country or government authority or by any person or persons in circumstances (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company or the relevant Fund incurring any liability to taxation or suffering any other pecuniary, regulatory, legal or material administrative disadvantage which the Company or the relevant Fund might not otherwise have incurred or suffered. "Benefit Plan Investors", as defined in the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), will not be permitted to subscribe for Shares. The Articles also permit the Directors where necessary to redeem and cancel Shares (including fractions thereof) held by a person who is an Irish Taxable Person on the occurrence of a chargeable event for Irish taxation purposes as described under "**Taxation**" below (together "**Prohibited Persons**").

Potential subscribers and purchasers of Shares should consult a stockbroker, bank manager, solicitor, accountant or other financial advisor and inform themselves as to (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control requirements and (d) any other requisite governmental or other consents or formalities which they might encounter under the laws of the countries of their incorporation, citizenship,

residence or domicile and which might be relevant to the subscription, purchase, holding or disposal of Shares.

This Prospectus may be translated into other languages. Any such translation shall only contain the same information and have the same meanings as this English language document. Where there is any inconsistency between this English language document and the document in another language, this English language document shall prevail except to the extent (but only to the extent) required by the laws of any jurisdiction where the Shares are sold so that in an action based upon disclosure in a document of a language other than English, the language of the document on which such action is based shall prevail, solely for the purposes of such action and to the extent so required.

Any information given, or representations made, by any dealer, salesman or other person not contained in this Prospectus or in any reports and accounts of the Company forming part hereof must be regarded as unauthorised and accordingly must not be relied upon. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares shall under any circumstances constitute a representation that the information contained in this Prospectus is correct as of any time subsequent to the date of this Prospectus. To reflect material changes, this Prospectus may from time to time be updated and intending subscribers should enquire of the Administrator or the Manager as to the issue of any later Prospectus or as to the issue of any reports and accounts of the Company.

Investment in the Company should be regarded as a long-term investment. There can be no guarantee that the objective of the Company or any Funds will be achieved. Potential investors must review the section "Risk Factors" of this Prospectus.

UNITED KINGDOM INVESTOR INFORMATION

The Company is a recognised collective investment scheme ("**CIS**") for the purposes of promotion into the United Kingdom ("**UK**") pursuant to section 264 of the Financial Services and Markets Act 2000 ("**FSMA**") of the UK. The Prospectus will be distributed in the United Kingdom by or on behalf of the Company and is approved by Invesco UK Services Limited, which is regulated by Financial Conduct Authority.

This Prospectus is issued in the UK by Invesco UK Services Limited, which is authorised and regulated in the conduct of its investment business by the Financial Conduct Authority ("**FCA**"). Prospective investors in the UK are advised that all, or most, of the protections offered by the UK regulatory system will not apply to an investment in the Company and that compensation will not be available under the UK Financial Services Compensation Scheme.

Invesco UK Services Limited is acting for the Company in relation to the Prospectus and all matters relating to it and Invesco UK Services Limited or any of its associates may have an interest or position in Shares of the Company. It is not acting for, or advising or treating as its customer, any other person (unless other arrangements apply between Invesco UK Services Limited and such person) in relation to investment in the Company.

Important

A United Kingdom investor who enters into an investment agreement with the Company to acquire Shares in response to the Prospectus will not have the right to cancel the agreement under the cancellation rules made by the FCA in the United Kingdom because that investor will not have received any advice in relation to an investment in a Fund of the Company. The agreement will be binding upon acceptance of the order by the Company.

The Company does not carry on any regulated activities from a permanent place of business in the United Kingdom and United Kingdom investors are advised that most of the protections afforded by the United Kingdom regulatory system will not apply to an investment in a Fund of the Company. Shareholders in the Company may not be protected by the Financial Services Compensation Scheme established in the United Kingdom.

Any investor wishing to make a complaint regarding any aspect of the Company or its operations may do so directly to the Company or to Invesco UK Services Limited.

Potential investors should note that the investments of a Fund are subject to normal market fluctuations and other risks inherent in investing in shares and other securities, in addition to the additional risks

associated with investment in certain of the Funds, as described under the "Investment Objectives and Policies" and "Risk Factors" sections of the Prospectus and in the Supplements for the relevant Funds.

The value of investments and the income from them, and therefore the value of, and income from, Shares of each Class relating to each Fund can go down as well as up and an investor may not get back the amount he invests. Changes in exchange rates between currencies may also cause the value of the investment to diminish or increase.

Application and Redemption Procedures

The attention of investors is drawn to the application and redemption procedures contained in the Prospectus and the relevant Supplement in particular with regard to the deadlines for the relevant Funds. Any person wishing to obtain information in relation to prices of Shares and any Shareholder wishing to arrange for repurchase of Shares may do so at the address below. Application and redemption requests should be sent to the Administrator in Ireland details of which are contained on the Application Form.

UNITED STATES

The offering and sale of the Shares to persons that are not United States Persons will be exempt from registration pursuant to Regulation S promulgated under the United States Securities Act of 1933 Act, as amended (the "**1933 Act**").

The Shares have not been and will not be registered under the 1933 Act, nor have they been registered for sale under the laws of any state of the United States and, therefore, the Shares may not be sold, offered or otherwise transferred to a United States Person. The Shares offered hereby have not been approved or disapproved by the United States Securities and Exchange Commission ("**SEC**"), by the securities regulatory authority of any U.S. state, or by any similar authority of any other country or jurisdiction, and neither the SEC nor any such authority will do so. The Funds have not been and will not be registered under the United States Investment Company Act of 1940, as amended (the "**1940 Act**").

HONG KONG

This Prospectus has not been delivered for registration to the Registrar of Companies in Hong Kong and its contents have not been reviewed by any regulatory authority in Hong Kong. The Company, or any of its Funds, have not been authorized by the Hong Kong Securities and Futures Commission. Accordingly: (i) the Shares may not be offered or sold in Hong Kong by means of any document other than to persons that are considered "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any rules made thereunder or in other circumstances which do not result in such document being a "prospectus" as defined in the Companies Ordinance (Cap. 32 of the Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and (ii) no person may issue, or have in its possession for the purpose of issue, any invitation, advertisement or other document relating to the Shares whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors".

WARNING: The content of this Prospectus has not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offering. If you are in any doubt about any content of this Prospectus, you should obtain independent professional advice.

SINGAPORE

The offer or invitation of the Shares of the Company, which is the subject of this Prospectus, does not relate to a CIS which is authorised under Section 286 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**") or recognised under Section 287 of the SFA. The Company is not authorised or recognised by the Monetary Authority of Singapore (the "**MAS**") and the Shares are not allowed to be offered to the retail public. This Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA and accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply, and you should consider carefully whether the investment is suitable for you.

This Prospectus has not been registered as a prospectus with the MAS. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or

purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 304 of the SFA, (ii) to a relevant person pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Shares are subscribed or purchased under Section 305 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Shares pursuant to an offer made under Section 305 of the SFA except:
 - (1) to an institutional investor or to a relevant person defined in Section 305(5) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(i)(B) of the SFA;
 - (2) where no consideration is or will be given for the transfer;
 - (3) where the transfer is by operation of law;
 - (4) as specified in Section 305A(5) of the SFA; or
 - (5) as specified in Regulation 36 of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore.

2 DIRECTORY

COMPANY

Source CSOP Markets p.l.c.
32 Molesworth Street
Dublin 2
Ireland

PROMOTER

Invesco UK Services Limited
110 Cannon Street
London EC4N 6EU
United Kingdom

MANAGER

Invesco Investment Management Limited
32 Molesworth Street
Dublin 2
Ireland

INVESTMENT MANAGER

CSOP Asset Management Limited
Suite 2802, Two Exchange Square
Connaught Place
Central
Hong Kong

DEPOSITARY

HSBC Institutional Trust Services (Ireland) D.A.C.
1 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

ADMINISTRATOR

HSBC Securities Services (Ireland) D.A.C.
1 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

SECRETARY

MFD Secretaries Limited
32 Molesworth Street
Dublin 2
Ireland

DIRECTORS

Mike Kirby
Feargal Dempsey
David Ng
Helen Lingli Zhou

IRISH LEGAL ADVISERS TO THE COMPANY

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

HONG KONG/PRC LEGAL ADVISORS TO THE PROMOTER AND THE COMPANY IN RELATION TO RQFII AND CUSTODY

Clifford Chance, Hong Kong
28th Floor Jardine House
One Connaught Place
Hong Kong

REGISTRAR

Capita Registrars
24 Beckenham Road
Beckenham
Kent
BR3 4TU

AUDITORS

PricewaterhouseCoopers
Spencer Dock
Dublin 1
Ireland

3 DEFINITIONS

Defined terms used in this Prospectus shall have the meaning attributed to them in this section.

Administration Agreement means the administration agreement between the Company, Manager and the Administrator dated 16 December 2013 as may be amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank.

Administrative Expenses means the administrative expenses defined as such in the section headed "**Fees and Expenses**".

Administrator means HSBC Securities Services (Ireland) D.A.C. or any successor thereto duly appointed in accordance with the requirements of the Central Bank.

Affiliate means any person which in relation to the person concerned is (i) a holding company, (ii) a subsidiary of any such holding company; (iii) a subsidiary or (iv) controlled directly or indirectly by the person concerned and "control" of an entity for this purpose means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity.

Application Form means the original form which must be submitted with the Subscription Form upon an initial application or exchange of Shares. It only needs to be submitted with subsequent applications if the investors' details or circumstances have changed from when this form was originally submitted.

Approved Counterparty means a counterparty to OTC derivatives with which a Fund may trade and belonging to one of the categories approved by the Central Bank which at the date of this Prospectus comprise the following:

- (i) a Relevant Institution;
- (ii) an investment firm, authorised in accordance with the Markets in Financial Instruments Directive in an EEA Member State; or
- (iii) a group company of an entity issued with a bank holding company licence from the Federal Reserve of the United States of America where that group company is subject to bank holding company consolidated supervision by that Federal Reserve;

and which for the purposes of this Prospectus shall be understood to include: Morgan Stanley and Co. International plc, Morgan Stanley Capital Services LLC, Goldman Sachs International, Bank of America Merrill Lynch International Limited, Nomura International plc, UBS AG, Barclays Bank plc, Deutsche Bank AG, Citigroup Inc and J.P. Morgan Securities Limited (which may be a division or an Affiliate of Morgan Stanley and Co. International plc, Morgan Stanley Capital Services LLC, Goldman Sachs International, Bank of America Merrill Lynch International Limited, Nomura International

plc, UBS AG, Barclays Bank plc, Deutsche Bank AG, Citigroup Inc or J.P. Morgan Securities Limited, respectively

Approved Credit Institution

means:

- (i) a credit institution authorised in the European Economic Area (EEA) (i.e. European Union Member States, Norway, Iceland, Liechtenstein); or
- (ii) a credit institution authorised within a signatory state, other than a Member State of the EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States); or
- (iii) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand; or
- (iv) an investment firm, authorised in accordance with the Markets in Financial Instruments Directive in an EEA Member State, or is an entity subject to regulation as a Consolidated Supervised Entity (“CSE”) by the US Securities and Exchange Commission.

Articles

means the Memorandum and Articles of Association of the Company.

Associated Person

a person is associated with a Director if, and only if, he or she is:

- (a) that Director's spouse, parent, brother, sister or child;
- (b) a person acting in his capacity as the trustee of any trust, the principal beneficiaries of which are the Director, his spouse or any of his children or any body corporate which he controls; or
- (c) a partner of that Director.

A company will be deemed to be connected with a Director if it is controlled by that Director.

Authorised Participant

means an entity or person authorised by the Company for the purposes of subscribing directly for and redeeming Shares with a Fund (on the Primary Market) on a cash basis. The Company may add or replace an Authorised Participant from time to time without prior notice to Shareholders. A current list of Authorised Participants can be found at the Company's website etf.invesco.com.

Base Currency

means in relation to any Fund such currency as is specified in the Supplement for the relevant Fund.

Benchmark Regulation

means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds.

Benefit Plan Investor

Is defined in Section 3(42) of ERISA as (a) any employee benefit plan subject to Part 4 of Title 1 of ERISA, (b) any plan to which Section 4975 of the Code applies, and (c) any entity the underlying assets of which include plan assets by reason of a plan's investment in such entity.

Business Day	means a day on which banks are open for business in such jurisdictions and/or cities as are specified in the Supplement for the relevant Fund or such other day(s) as the Directors may, with the approval of the Depositary, determine.
Calculation Agent	means the relevant Approved Counterparty, unless otherwise specified in the relevant Supplement.
Central Bank	means the Central Bank of Ireland or any successor authority.
Central Bank Regulations	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings For Collective Investment in Transferable Securities) Regulations 2015 as may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time.
Central Bank Guidance	means guidance issued by the Central Bank in respect of the Central Bank Regulations.
CIS	means a UCITS or other alternative investment fund within the meaning of Regulation 68(1)(e) of the Regulations and which is prohibited from investing more than 10% of its assets in other such collective investment schemes.
Class(-es)	means the class or classes of Shares relating to a Fund where specific features with respect to subscription, exchange, redemption or contingent deferred sales charge, minimum subscription amount, dividend policy, investor eligibility criteria, voting rights or other specific features may be applicable. The details applicable to each Class will be described in the Supplement for the relevant Fund.
Clearing Agent	means any entity affiliated with one or more Relevant Stock Exchanges and which facilitates the validation, delivery and settlement of transactions in the Company's Shares.
Code	means the United State Internal Revenue Code of 1986, as amended.
Collateral	means assets delivered as defined under the relevant credit support annex for a Fund and which are acceptable collateral in accordance with the Central Bank Regulations.
Company	means Source CSOP Markets p.l.c.
Companies Act	the Companies Act 2014 including any regulations issued pursuant thereto, insofar as they apply to open-ended investment companies with variable capital.
Connected Person	means the persons defined as such in the section headed " Potential Conflicts of Interest ".
CRS	means the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development, also known as the Common Reporting Standard, and any bilateral or multilateral competent authority agreements, intergovernmental

agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing the Common Reporting Standard.

Dealing Day	means in relation to each Fund such day or days as is specified in the relevant Supplement or such other day(s) as the Directors may with the approval of the Depositary determine and notify in advance to Shareholders provided always that there shall be at least two Dealing Days in each calendar month.
Dealing Deadline	means in relation to applications for subscription, exchange or redemption of Shares in a Fund, the dates and times specified in the Supplement for the relevant Fund.
Dematerialised Form	means in relation to Shares, means Shares, title to which is recorded as being in uncertificated form and which may be transferred by means of a computer based settlement system in accordance with the Companies Act 2014.
Depositary	means HSBC Institutional Trust Services (Ireland) D.A.C. or any other person or persons for the time being duly appointed Depositary hereof in succession to HSBC Institutional Trust Services (Ireland) D.A.C. in accordance with the requirements of the Central Bank.
Depositary Agreement	means the depositary agreement dated 13 October 2016 between the Company, the Manager and the Depositary, as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank.
Directors	means the directors of the Company or, where the context so requires, the Directors of the Manager.
Disruption Events	means a Market Disruption Event or a Force Majeure Event.
Duties and Charges	means the fees defined as such under the section headed " Fees and Expenses ".
EEA	means the European Economic Area (Member States- except Croatia, Iceland, Norway, and Liechtenstein).
EEA Member State	means a member state of the EEA.
Electronic Trade System	means the primary market trade capture system operated by the Promoter.
ERISA	means the United State Employee Retirement Income Security Act of 1974, as amended.
ETF	means exchange traded fund(s).
EU	means the European Union.
Exchange Charge	means the charge, if any, payable on the exchange of Shares as is specified in the Supplement for the relevant Fund.
Exempted Irish Investor	<ul style="list-style-type: none">• a pension scheme which is an exempt approved scheme within

the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;

- a company carrying on life business within the meaning of Section 706 of the Taxes Act;
- an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;
- a special investment scheme within the meaning of Section 737 of the Taxes Act;
- a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;
- a unit trust to which Section 731(5)(a) of the Taxes Act applies;
- a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- a qualifying management company within the meaning of Section 739B of the Taxes Act;
- an investment limited partnership within the meaning of Section 739J of the Taxes Act;
- a personal retirement savings account ("PRSA") administrator acting on behalf of a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Shares are assets of a PRSA;
- a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
- the National Asset Management Agency;
- the National Treasury Management Agency or a Fund investment vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014) of which the Minister for Finance is the sole beneficial owner, or the State acting through the National Treasury Management Agency;
- a company which is within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act in respect of payments made to it by the Company; or
- any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Shares under taxation legislation or by written practice or concession of the Revenue Commissioners without giving rise to a charge to tax in the Company or jeopardising tax exemptions associated with the Company giving rise to a charge to tax in the Company;

provided that they have correctly completed the Relevant Declaration.

Extraordinary Expenses

means the extraordinary expenses defined as such in the section headed "Fees and Expenses".

	means:
FATCA	<ul style="list-style-type: none"> a) sections 1471 to 1474 of the United State Internal Revenue Code of 1986 or any associated regulations or other official guidance; b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United State and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the United State Internal Revenue Service, the US government or any Government Authority or taxation authority in any other jurisdiction.
FDI	means a financial derivative instrument (including an OTC derivative) permitted by the Regulations.
Fixed Fee	means, as further described in the section headed " Fees and Expenses ", the fee that may be payable by the Company for each Fund in respect of the other administrative expenses and transaction fees incurred by that Fund.
Fixed Fee Payment	means the fixed fee payment detailed as such under the heading "Fixed Fee Arrangement" in the section headed " Fees and Expenses ".
Force Majeure Event	means an event or circumstance (including, without limitation, a systems failure, natural or man-made disaster, act of God, armed conflict, act of terrorism, riot or labour disruption or any similar intervening circumstance) that is beyond the reasonable control of the Investment Manager and that the Investment Manager determines affects the Fund Assets.
Foreign Person	means a person who is neither resident nor ordinarily resident in Ireland for tax purposes who has provided the Company with the appropriate declaration under Schedule 2B TCA and in respect of whom the Company is not in possession of any information that would reasonably suggest that the declaration is incorrect or has at any time been incorrect.
Fund	means a separate portfolio of assets which is invested in accordance with the investment objective and policies set out in the relevant Supplement and to which all liabilities, income and expenditure attributable or allocated to such portfolio shall be applied and charged and Funds means all or some of the Funds as the context requires or any other portfolios as may be established by the Company from time to time with the prior approval of the Central Bank.
Fund Assets	means the Transferable Securities and/or the financial derivative instruments and/or the other financial instruments invested in by a Fund and cash held by the Fund in accordance with the Regulations, as further described in the relevant Supplement.
General Data Protection	Regulation (EU) 2016/679 of the European Parliament and of the

Regulation	Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended, supplemented or replaced from time to time.
Global Sub-Custodian	means the Hong Kong Shanghai Banking Corporation.
Global Sub-Custodian Agreement	means the global sub-custodian agreement between the Custodian and the Global Sub-Custodian dated 16 December 2013 as may be amended, supplemented or otherwise modified from time to time.
Global Share Certificate	means the certificates issued in the name of the Company or Clearing Agent as appropriate (as described in further detail under " Form of Share and Register ").
Group Companies	companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with international accounting rules.
Index Provider	means in relation to a Fund, the entity or person acting by itself or through a designated agent which compiles, calculates and publishes information on the Index corresponding to a Fund and who has licensed the Index to the Company, as specified in the relevant Supplement.
Index Disruption and Adjustment Events	means in respect of a Reference Index or a Reference Asset, (i) the occurrence of any of the events set out at (i) – (viii) in the section below headed "Disruption Events"; or (ii) an event which impacts the ability of the counterparty to perform its obligations under one or more derivative contracts.
Initial Issue Price	means the price per Share (excluding any Subscription Charge) at which Shares are initially offered in a Fund for such period as is specified in the Supplement for the relevant Fund.
Investment Management Agreement	means the investment management agreement dated 16 December 2013 between the Manager and the Investment Manager.
Investment Manager	means CSOP Asset Management Limited or any other person or persons for the time being duly appointed investment manager of the Company in addition or in succession to CSOP Asset Management Limited and where the Investment Manager has delegated responsibility for the investment management of the assets of a Fund, the term Investment Manager shall also refer to the sub-investment manager of that particular Fund.
Investor Money Regulations	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) Investor Money Regulations 2015 for Fund Service Providers, as may be amended from time to time.
Irish Taxable Person	means any person, other than:- <ul style="list-style-type: none"> (a) a Foreign Person; (b) an intermediary, including a nominee, for a Foreign Person; (c) a qualifying management company within the meaning of

- section 734 TCA;
- (d) an investment undertaking within the meaning of section 739B TCA;
 - (e) an investment limited partnership within the meaning of section 739J TCA;
 - (f) an exempt approved scheme or a retirement annuity contract or trust scheme within the provisions of sections 774, 784 or 785 TCA;
 - (g) a company carrying on life business within the meaning of section 706 TCA;
 - (h) a special investment scheme within the meaning of section 737 TCA;
 - (i) a unit trust to which section 731(5)(a) TCA applies;
 - (j) a charity entitled to an exemption from income tax or corporation tax under section 207(1)(b) TCA;
 - (k) a person entitled to exemption from income tax and capital gains tax under section 784A(2), or section 787I TCA and the units held are assets of an approved retirement fund, an approved minimum retirement fund, or a personal retirement savings account (as defined in section 787A TCA);
 - (l) the Courts Service;
 - (m) a credit union;
 - (n) the National Asset Management Agency;
 - (o) a company within the charge to corporation tax under section 739G(2) TCA, but only where the Fund is a money market fund;
 - (p) a company within the charge to corporation tax under section 110(2) TCA;
 - (q) the National Pensions Reserve Fund Commission; and
 - (r) any other person as may be approved by the Directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under section 739C TCA;

in respect of each of which the Relevant Declaration set out in Schedule 2B TCA and such other information evidencing such status is in the possession of the Company in each case on or before the appropriate date.

Issue Price	means the price at which Shares are issued, as may be specified in the relevant Supplement.
Launch Date	means the date on which the Company issues Shares relating to a Fund in exchange for subscription proceeds as set out in the Supplement for each Fund.
Management Agreement	means the management agreement dated 16 December 2013 between the Company and the Manager.

Manager	means Invesco Investment Management Limited or any other person or persons for the time being duly appointed as manager of the Company in addition or in succession to Invesco Investment Management Limited.
Market	means a stock exchange or regulated market which is provided for in the Articles and listed in Appendix I.
Market Disruption Event	<p>means the occurrence or existence of one or more of the following events, which occur in relation to any Fund Asset:</p> <ul style="list-style-type: none"> (i) it is not possible to obtain a price or value (or an element of such price or value) of any Fund Asset according to the rules or normal accepted procedures for the determination of such price or value (whether due to the non-publication of such price or value or otherwise); (ii) the calculation of the price or value of any Fund Asset is, at the relevant time, in the opinion of the Manager and/or Investment Manager, impractical or impossible to make; (iii) there is a reduction in liquidity in any Fund Asset in the determination of the Manager and/or the Investment Manager; (iv) any suspension of or limitation is imposed on trading on any exchanges, quotation systems or over-the-counter market where any Fund Asset is traded; or any suspension of or limitation is imposed on trading on any exchanges, quotation systems or over-the-counter market where securities that comprise 20% or more of the level of the Reference Index are traded; and/or there exists an event or circumstance that prevents or materially limits transactions in any Fund Asset or securities that comprise 20% or more of the level of the Reference Index. For the purpose of this definition, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, provided however that where a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange may, if so determined by the Manager and/or Investment Manager, constitute a Market Disruption Event; (v) where the Fund Asset is not traded on any exchange, quotation system or other similar system, the Manager and/or the Investment Manager is unable to obtain (a) from dealers in the Fund Asset firm quotations in respect thereof or (b) a subscription or a redemption price of any Fund Asset according to the rules or normal accepted procedures for such Fund Asset; (vi) the occurrence of any event that generally makes it impossible or impractical to convert any currency which was, immediately prior to the occurrence of such event, a foreign exchange currency, as determined by the Manager and/or Investment Manager; (vii) the occurrence of any event that generally makes it

impossible or impractical to convert the currency of the country of issue and/or country of payment of any Fund Asset into the Base Currency through customary legal channels, as determined by the Manager and/or the Investment Manager;

- (viii) the occurrence of any event that generally makes it impossible or impractical to deliver or transfer (a) the currency from accounts inside the country of issue and/or country of payment of any Fund Asset to accounts outside such country of issue and/or country of payment or (b) the currency of the country of issue and/or country of payment of any Fund Asset between accounts inside such country of issue and/or country of payment, or to a party that is a non-resident of the country of issue and/or country of payment, as determined by the Manager and/or Investment Manager; and/or
- (ix) a general moratorium is declared in respect of banking activities in London, Dublin, TARGET, Hong Kong or Shanghai.

Market Makers	means financial institutions that are a member of the Relevant Stock Exchanges and have signed a market making contract with the Company or that are registered as such with the Relevant Stock Exchanges.
Member State	means a member state of the EU.
MiFID II	means Directive (EU) 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as amended, supplemented or replaced from time to time.
Minimum Equity Ratio	means the portion of the Net Asset Value of a Fund that is exposed to the performance of equity securities.
Minimum Fund Size	means such amount (if any) as the Directors may consider for each Fund and as set out in the Supplement for the relevant Fund.
Minimum Holding	means such number of Shares or Shares having such value (if any) as is specified in the Supplement for the relevant Fund.
Minimum Initial Subscription	means such amount (excluding any subscription charge) in the relevant Base Currency which must be initially subscribed by each Shareholder for Shares of any Class in a Fund as is specified for the relevant Fund in the Supplement hereto.
Minimum Subscription	means such amount (excluding any subscription charge) in the relevant Base Currency which must be subscribed by each Shareholder for Shares of any Class in a Fund, following their initial subscription, as is specified for the relevant Fund in the Supplement hereto.
Money Market Instruments	means money market instruments permitted by the Regulations and as further defined in the Central Bank Regulations.
Month	means calendar month.

Net Asset Value or Net Asset Value per Share	means in respect of the assets of a Fund or in respect of a Share of any Class, the amount determined in accordance with the principles set out in this Prospectus under the heading " Issue and Repurchase Price/Calculation of Net Asset Value/Valuation of Assets " as the Net Asset Value of a Fund or the Net Asset Value per Share.
Non-Voting Shares	means a particular Class of Shares that do not carry the right to notice of or to attend or vote at general meetings of the Company of the relevant Fund.
OECD	means the Organisation for Economic Co-operation and Development.
OTC	means "over the counter".
OTC derivative	means an FDI which is dealt in an "over-the-counter" market.
Prospectus	means this prospectus issued from time to time by the Company as amended, supplemented, consolidated or otherwise modified from time to time.
PRC	
Primary Market	means the People's Republic of China
PRC Custodian	the off exchange market where Shares of the Funds are created and redeemed directly with the Company means HSBC Bank (China) Company Limited.
Recognised Clearing and Settlement System	means any clearing system for the settlement of transactions in relation to the securities designated by the Revenue Commissioners of Ireland as a recognised clearing system for the purposes of Chapter 1(a) of Part 27 of the Taxes Consolidation Act, 1997 which at the date hereof comprise Clearstream Banking SA; Clearstream Banking AG; Euroclear; Crest UK; National Securities Clearing System; Sicovam SA; SIS Sega Inter settle AG; NECIGEF (Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.-the Dutch central institute for giro transferred securities); BNY Mellon Central Securities Depository SA/NV; Central Moneymarkets Office; Depository Trust Company of New York; Deutsche Bank AG, Depository and Clearing System; Japan Securities Depository Centre; Monti Titoli SPA; National Securities Clearing System; The Canadian Depository for Securities Ltd. and VPC AB.
Redemption Charge	means the charge, if any, to be paid out of the Repurchase Price which Shares may be subject to, as specified in the relevant Supplement.
Redemption Form	means the form or electronic request sent through the Electronic Trade System which may be submitted to make an application to redeem Shares.
Reference Asset	means the basket of securities whose performance a Fund will aim to match, pursuant to its investment objective and in accordance with its investment policies, as specified in the relevant Supplement.
Reference Index	means the index of securities whose performance a Fund will aim

to match, pursuant to its investment objective and in accordance with its investment policies, as specified in the relevant Supplement.

Register	means the register of Shareholders of the Company.
Registered Shares	means Shares which are issued in registered form of which the ownership is registered and documented in the Company's Register.
Regulations	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011) as amended, supplemented or otherwise modified from time to time and includes any conditions that may from time to time be imposed thereunder by the Central Bank whether by notice or otherwise affecting the Company.
Related Companies	has the meaning assigned thereto in section 599 of the Companies Act. In general, this provision states that companies are related where 50% of the paid up share capital of, or 50% of the voting rights in, one company are owned directly or indirectly by another company.
Related Parties	means the Company, the Manager, the Investment Manager, any sub-investment manager, the Depositary, the Administrator, the Promoter and/or entities related to any of them.
Relevant Declaration	means the declaration relevant to the Shareholder as set out in Schedule 2B of the TCA.
Relevant Stock Exchanges	means markets on which the Shares of the Funds will be listed and/or admitted to trading such as the Deutsche Börse, the London Stock Exchange, and/or such other stock exchanges as the Directors may determine from time to time.
Repurchase Price	means the price at which Shares are repurchased, as may be specified in the relevant Supplement
RQFII or RQFII Holder	means a Renminbi qualified foreign institutional investor approved pursuant to the relevant PRC laws and regulations, as may be promulgated and/or amended from time to time.
RQFII Custodian Agreement	Means the RQFII custodian agreement between the Company, the Global Custodian, the PRC Custodian, the Custodian and the Investment Manager (as RQFII holder) dated 16 December 2013as may be amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank.
Secondary Market	means a market on which Shares of the Funds are traded between investors rather than with the Company itself, which may either take place on a recognised stock exchange or OTC.
Securities Financing Transactions Regulation	Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012;

Setting Up Costs	means the costs defined as such in the section headed " Fees and Expenses ".
Settlement Date	means in respect of receipt of monies for payment of subscription monies or dispatch of monies for the redemption of Shares the dates specified in the Supplement for each Fund.
Shares	means participating shares in the Company and includes, where the context so permits or requires, the Shares in a Fund which may be divided into different Classes, such Shares may be Voting Shares or Non-Voting Shares.
Shareholders	means holders of Shares, and each a " Shareholder ".
Subscription Charge	means the charge, if any, payable to the Manager on subscription for Shares as specified in the relevant Supplement.
Subscription Form	means the subscription form or electronic request sent through the Electronic Trade System to be completed in respect of each purchase of Shares.
Supplement	means the Supplements to this Prospectus (each a " Supplement ") and any Supplement issued by the Company in relation to the creation of new Funds and/or share Classes.
Swaps	means an agreement between the Fund and the Approved Counterparty to exchange one stream of cash flows against another stream pursuant to a master agreement in accordance with the requirements of the International Swaps and Derivatives Association Inc., and such Swaps may be unfunded, total return or outperformance in nature. Unless expressly provided for in the relevant Supplement, Funds and/or Share Classes may not enter into funded Swaps.
TARGET	means the Trans-European Automated Real-time Gross settlement Express Transfer system.
Target Performance	means the Reference Index or Reference Asset whose performance a Fund is seeking to match as described in the relevant Supplement.
TCA or Taxes Act	means the Taxes Consolidation Act, 1997, as amended, from time to time.
Transaction Fees	means the fees defined as such under the section headed " Fees and Expenses ".
Transferable Securities	means transferable securities permitted by the Regulations and as defined in the Central Bank Regulations.
Transfer Taxes	means all stamp, transfer and other duties and taxes for which the Company may be liable in relation to a Fund for receiving the requisite securities on a subscription for Shares or delivering the requisite securities on redemption of one or more Shares.
UCITS	means an undertaking for collective investment in transferable securities which is authorised under the Regulations or authorised

by a competent authority in another member state of the European Union in accordance with Directive 2009/65/EC of the European Parliament and of the Council, as amended, supplemented, consolidated or otherwise modified from time to time.

UCITS Requirements

means the legislative and regulatory framework for the authorisation and supervision of UCITS, pursuant to the Regulations, in place in Ireland from time to time, whether under the terms of UCITS V or otherwise.

UCITS V

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

United Kingdom or UK

means the United Kingdom of Great Britain and Northern Ireland.

United States or U.S. or US

means the United States of America, its territories, possessions and all areas subject to its jurisdiction (including the Commonwealth of Puerto Rico).

United States Person or U.S. Person

means a person that is: (a) a US person (as defined in Regulation S promulgated under the United States Securities Act of 1933, as amended); and (b) a non-United States person (as defined in the Commodity Futures Trading Commission Rule 4.7(a)(1)(iv)).

Valuation Point

means the point in time by reference to which the Net Asset Value of a Fund is calculated as is specified in the Supplements for the relevant Fund.

Voting Shares

means the Shares of a particular Class that carry the right to vote at general meetings of the Company and the relevant Fund.

Website

means the website for each Fund as set out in the relevant Supplement, on which the Net Asset Value per Share and the capitalisation of the relevant Fund in its Base Currency will be published and on which this Prospectus, the Supplements, the key investor information document, including any relevant translation thereof, the Articles, the latest financial reports and any other information in respect of the Company or any of the Funds, including various shareholder communications may be published.

In this Prospectus references to "**Euro**" and "**€**" are references to the lawful currency of Ireland, references to "**Sterling**" or "**£**" are to the lawful currency of the United Kingdom and references to "**US\$**" or "**US Dollars**" are to the currency of the United States and references to RMB are to the currency of the PRC. All references to the foregoing currencies shall include any successor currency.

4 INVESTMENT OBJECTIVE & POLICIES

The Articles provide that the investment objective and policies for each Fund will be formulated by the Directors at the time of the creation of the Fund.

The investment objective of each Fund will be to seek to provide Shareholders with a Target Performance linked to the performance of a Reference Index or Reference Asset by directly or indirectly purchasing a portfolio of Transferable Securities that may (but is not obliged to) comprise all or a representative sample of the constituent securities of that Reference Index or Reference Asset. Each Fund shall also use financial derivative instruments ("**FDIs**") and transactions and/or OTC derivatives to achieve the Target Performance.

In such Funds, the return that the Shareholder will receive will be dependent on the performance of the Transferable Securities, FDIs including OTC derivatives and the performance of any techniques used to link the FDIs, Transferable Securities, and OTC derivatives to the Reference Index or Reference Asset and thus the return Shareholders receive may not wholly correspond to the performance of the Reference Index or Reference Asset, depending on the structure of the relevant Fund as set out in the relevant Supplement. There is no assurance that the investment objective of any Fund whose performance is linked to the Reference Index or Reference Asset will actually be achieved.

The Directors may decide, if they consider it to be in accordance with the Investment Restrictions and the Regulations and in the interest of the Company or any relevant Fund, to change or substitute the existing Reference Index or Reference Asset of a Fund with another Reference Index or Reference Asset.

The Directors may, for instance decide to substitute such a Reference Index or Reference Asset in the following circumstances, as applicable:

- (a) the accuracy and availability of data of a particular Reference Index or Reference Asset has deteriorated;
- (b) the components of the Reference Index or Reference Asset would cause the Fund (if it were to follow the Reference Index or Reference Asset closely) to be in breach of the limits set out under "**Investment Restrictions**" and/or materially affect the taxation or fiscal treatment of the Company or any of its Shareholders;
- (c) the particular Reference Index or Reference Asset ceases to exist or, in the determination of the Directors, there is a material change in the formula for, or the method of, calculating a component of the Reference Index or Reference Asset or there is a material modification of a component of the Reference Index or Reference Asset;
- (d) the swap and other techniques or instruments described under "**Investment Restrictions**" which may be necessary for the implementation of the relevant Fund's Investment Objective cease to be available in a manner which is regarded as acceptable by the Directors;
- (e) the counterparty of swap agreements or other derivative instruments notifies the Company that there is limited liquidity in a portion of the component securities of the Reference Index or Reference Asset or it becomes impractical to invest in the components of the Reference Index or Reference Asset;
- (f) the Index Provider increases its licence fees to a level which the Directors consider excessive;
- (g) any successor Index Provider is not considered acceptable by the Directors;
- (h) a change of ownership of the relevant Index Provider and/or a change of name of the Relevant Index;
- (i) a new index becomes available which supersedes the existing Reference Index;
- (j) a new index becomes available which is regarded as the market standard for investors in the particular market and/or would be regarded as of greater benefit to the Shareholders than the existing Reference Index;
- (k) a liquid futures market in which a particular Fund is investing ceases to be available; or
- (l) an Index Provider or the Reference Index ceases to be compliant with applicable provisions of the Benchmark Regulation.

The above list is indicative only and cannot be understood as being exhaustive or limiting the ability of the Directors to change the Reference Index or Reference Asset in any other circumstances as they consider appropriate. Any proposal by the Directors to change a Reference Index or Reference Asset is subject to the prior approval of the Shareholders of the relevant Fund by ordinary resolution. The Prospectus will be updated in case of substitution or change of the existing Reference Index or Reference Asset of a Fund for another Reference Index or Reference Asset in accordance with the requirements of the Central Bank.

The Investment Manager will rely solely on each Index Provider for information as to the composition and/or weighting of the securities that constitute each Reference Index. If the Investment Manager is unable to obtain or process such information in relation to any Reference Index on any Business Day, the most recently published composition and/or weighting of that Reference Index will be used for the purpose of all adjustments.

Any change in the investment objective or any material change to the investment policies of a Fund may only be made with the approval of an ordinary resolution of the Shareholders of the Fund. Subject and without prejudice to the preceding sentence of this paragraph, in the event of a change of investment objective and/or policies of a Fund, a reasonable notification period must be given to each Shareholder of the Fund to enable a Shareholder to have its Shares repurchased prior to the implementation of such change.

Further details of the investment objective and policies for each Fund are set out in the relevant Supplement.

REFERENCE TO BENCHMARKS

As at the date hereof the Reference Indices used by the Funds are each provided by an administrator (as defined in the Benchmark Regulation) which is in the process of arranging authorisation to be included on the register maintained in accordance with Article 36 of the Benchmark Regulation.

5 INVESTMENT RESTRICTIONS AND PERMITTED INVESTMENTS

The investment restrictions specific to a Fund will be formulated by the Directors at the time of the creation of such Fund. The Directors may from time to time impose such further investment restrictions as shall be compatible with or in the interest of the Shareholders, in order to comply with the laws and regulations of the countries where Shares of the Fund are placed and any such additional investment restrictions specific to a Fund will appear in the Supplement for the relevant Fund.

In accordance with the changes introduced in the German Investment Tax Act, 2018 which are effective from 1 January 2018, please note that all relevant Funds of the Company have a Minimum Equity Ratio of 85%. Please note that the actual equity ratios will be published by our financial data service provider in Germany to WM Daten.

APPENDIX II OF THIS PROSPECTUS OUTLINES THE PERMITTED INVESTMENTS AND GENERAL INVESTMENT RESTRICTIONS APPLYING TO EACH FUND.

PLEASE SEE THE RELEVANT SUPPLEMENT FOR EACH FUND FOR DETAILS OF ANY INVESTMENT RESTRICTIONS SPECIFIC TO THAT FUND.

FOR THE AVOIDANCE OF DOUBT, ANY ADDITIONAL FUND SPECIFIC INVESTMENT RESTRICTIONS OUTLINED IN THE RELEVANT SUPPLEMENT FOR THAT FUND MAY BE MORE RESTRICTIVE THAN THE INVESTMENT RESTRICTIONS SET OUT IN APPENDIX II TO THIS PROSPECTUS.

The permitted investments and general investment restrictions applying to each Fund set out in Appendix II beneath the heading "Investment Restrictions" are in accordance with the Regulations and the Central Bank Regulations.

Each of the Funds' investments will be limited to investments permitted by the Regulations. The limits on investments shall apply at the time of the purchase of the investments. If the limits referred to in the Supplement or Appendix II (where relevant) are exceeded for reasons beyond the control of the Company, or as a result of the exercise of subscription rights, the Company shall ensure that the Fund will adopt as a priority objective for its sales transactions the remedying of that situation taking due account of the interests of Shareholders.

INDEX TRACKING FUNDS

- (a) Notwithstanding the provisions of paragraph 2.3 of Appendix II, a Fund may, in accordance with the Articles, invest up to 20% of its net assets in shares and/or debt securities issued by the same body where the investment policy of the Fund is to replicate or reference an index. The index must be recognised by the Central Bank in accordance with the Central Bank Regulations.
- (b) The limit in paragraph (a) may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions as disclosed in the relevant Supplement.
- (c) The reference in paragraph (a) to replication of the composition of a shares or debt securities index shall be understood as replication of the composition of the underlying assets of the index, including the use of derivatives or other techniques as referred to in Regulation 48A.

TRACKING ERROR

The "Tracking Error" of each Fund (being the standard deviation of the difference in returns between the Fund and the Reference Index) will be set out in the Supplement for the relevant Fund.

The annual and half-yearly reports will state the size of the Tracking Error at the end of the period under review. The annual report will provide an explanation of any divergence between the anticipated and realised Tracking Error for the relevant period.

Exposure to the Reference Index may be affected by rebalancing costs, in particular where the Reference Index undergoes significant rebalancing or where constituents are not very liquid or have restrictions in terms of accessibility. Rebalancing costs are a factor of the rebalancing frequency of the underlying Reference Index, the constituents' weighting adjustments and/or the number of constituents being replaced on each rebalancing day, and the transaction costs incurred to implement such changes. High rebalancing costs will generally deteriorate the relative performance between the Fund and the Reference

Index. The rebalancing frequency and any rebalancing costs are detailed for each Fund in the relevant supplement.

EFFICIENT PORTFOLIO MANAGEMENT

The Company may, on behalf of each Fund and subject to the conditions and within the limits laid down by the Central Bank, employ techniques and instruments relating to Transferable Securities for efficient portfolio management purposes. Transactions for the purposes of efficient portfolio management may be undertaken with a view to achieving a reduction in risk, a reduction in costs or the generation of additional capital or income for the Fund with an appropriate level of risk, taking into account the risk profile of the relevant Fund and the general provisions of UCITS V. These techniques and instruments may include investments in FDI such as a Swap Strategy (as defined in the Supplement for the relevant Fund) or other swaps (which may be used to manage currency risk), futures (which may be used to manage interest rate risk), index futures (which may be used to manage cash flows on a short term basis), options (which may be used to achieve cost efficiencies, for example where the acquisition of the option is more cost effective than purchasing of the underlying asset), and investments in money market instruments and/or money market collective investment schemes. More information on the use of FDI and efficient portfolio management is set out in Appendix III. New techniques and instruments may be developed which may be suitable for use by the Company and the Company (subject to the Central Bank's requirements) may employ such techniques and instruments.

A Fund may enter into securities lending, repurchase, and/or reverse repurchase agreements for the purposes of efficient portfolio management only in accordance with the requirements and subject to any relevant regulations of the Central Bank and where provided for in the relevant Supplement.

As at the date of this Prospectus, none of the Funds engage in any securities lending, repurchase agreements/reverse repurchase agreements or margin lending (i.e. securities financing transactions) or total return swaps within the meaning of the Securities Financing Transactions Regulation, and this section will be updated in accordance with the Central Bank Regulations and the disclosure requirements of the Securities Financing Transaction Regulation in advance of any change in this regard.

HEDGED CLASSES

The Company may (but is not obliged to) enter into certain currency-related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular Class into the currency of denomination of the relevant Class for the purposes of efficient portfolio management. This involves a Class designated in a currency other than the Base Currency being hedged against exchange rate fluctuation risks between the designated currency of the Class and the Base Currency.

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

Classes will be identified as currency hedged Classes in the Supplement for the Fund in which such Class is issued.

Any additional risk introduced to a Fund through the use of currency hedging for a given Class should be mitigated and monitored appropriately. Accordingly, in accordance with the UCITS Requirements, the following operational provisions will apply to any currency hedging transactions:

- (i) Counterparty exposure should be managed in accordance with the limits in the Regulations and the UCITS Requirements.
- (ii) Over-hedged positions should not exceed 105 per cent. of the net assets of the relevant Class.
- (iii) Under-hedged positions should not fall short of 95 per cent. of the portion of the net assets of the relevant Class which is to be hedged against currency risk.
- (iv) Where the Investment Manager seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Company. Hedged positions will be kept under review on an ongoing basis, at least

at the same valuation frequency of the Fund, to ensure that over hedged or under hedged positions do not exceed/fall short of the permitted levels disclosed above.

- (v) Such review (referred to above) will incorporate a procedure to rebalance the hedging arrangements on a regular basis to ensure that any such position stays within the permitted position levels disclosed above and is not carried forward from month to month.

Notwithstanding the above, there can be no guarantee that the hedging techniques will be successful. Further, these hedging techniques are designed to reduce a Shareholder's exposure to currency risk. The use of such class hedging techniques may therefore substantially limit holders of Shares in the relevant Classes from benefiting if the currency of that Class rises against that of the Base Currency of the relevant Fund and/or the currency in which the assets of the relevant Fund are denominated.

The Company may also (but is not obliged to) enter into certain currency-related transactions in order to hedge the currency exposure of a Fund where the Fund invests in assets denominated in currencies other than the Base Currency.

LEVERAGE

It is not the intention of the Company that any Fund be leveraged however where a Fund is leveraged, directly or indirectly, it will be disclosed, as appropriate, in the relevant Supplement for the relevant Fund.

BORROWING AND LENDING POWERS

The Company may borrow up to 10% of a Fund's net assets at any time for the account of any Fund and the Depositary may charge the assets of such Fund as security for any such borrowing, provided that such borrowing is only for temporary purposes. Any particular borrowing restrictions for a Fund will appear in the Supplement for the relevant Fund. Without prejudice to the powers of the Fund to invest in Transferable Securities, the Company may not lend cash to, or act as guarantor on behalf of, third parties. A Fund may acquire debt securities and securities which are not fully paid.

USE OF A CASH ACCOUNT FOR SUBSCRIPTIONS AND REDEMPTIONS

Subscription and redemption monies, dividend income (if any) and any other cash flows to and from investors (the "Monies") are held by, and processed through, a cash account at the Depositary in the name of the relevant Fund (the "Cash Account").

Accordingly, any Monies in the Cash Account shall be, legally and beneficially, assets of the respective Fund and will not be segregated from the Fund's own assets. The Monies shall not be "investor money" pursuant to, and shall not have the protections afforded by, the Investor Money Regulations. Consequently, the Monies may be used in the course of the Fund's business and an investor shall rank as a general unsecured creditor of the Fund to the extent of any obligation to pay or repay such Monies to the investor.

Monies held in the Cash Account shall include, for example, cases where redemption proceeds or distributions are temporarily withheld, for example pending the receipt of any outstanding identity verification documents or the return of shares by an Authorised Participant, as required by the Company and/or the Administrator. The Monies shall remain an asset of such Fund until such time as the proceeds are released to the investor. It is recommended that investors address such issues promptly so that the redemption proceeds or distributions (if any) may be released.

The Depositary will monitor the Cash Account in accordance with its cash monitoring obligation of ensuring the effective and proper monitoring of the Company's cash flows as prescribed under the UCITS Requirements.

RISK FACTORS

GENERAL

All financial investments involve an element of risk to both income and capital.

There are risks associated with investment in the Company and in the Shares of each Fund.

The risks described in this Prospectus should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in a Fund. Potential investors should be aware that an investment in a Fund may be exposed to other risks from time to time.

Different risks may apply to different Funds and/or Classes. Details of specific risks attaching to a particular Fund or Class which are additional to those described in this section will be disclosed in the relevant Supplement.

Investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or other matters. If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the Company or a Fund or the suitability for you of investing in the Company or a Fund, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

As the price of Shares in each Fund may fall as well as rise, the Company shall not be a suitable investment for an investor who cannot sustain a loss on his investment. A typical investor will be seeking to achieve a return on his investment in the medium to long term. As target investor profile may also be dependent on specific elements relating to a particular Fund, further details in relation to the profile of a typical investor may be set out in the Supplement for the relevant Fund.

Past performance of the Company or any Fund should not be relied upon as an indicator of future performance.

The possible imposition of a Subscription Charge, Repurchase Charge, Primary Market Transaction Costs and/or an Anti-Dilution Levy, and the difference at any one time between the sale and repurchase price of shares in a Fund, means that an investment should be viewed as medium to long term.

INVESTMENT RISKS

General Investment Risk

The discussion below is of general nature and is intended to describe various risk factors which may be associated with an investment in the Shares of a Fund to which the attention of investors is drawn. See also the section of the relevant Supplement for a discussion of any additional risks particular to Shares of that Fund. However, these are not intended to be exhaustive and there may be other considerations that should be taken into account in relation to an investment. Investors should consult their own advisors before considering an investment in the Shares of a particular Fund. What factors will be of relevance to the Shares of a particular Fund will depend upon a number of interrelated matters including, but not limited to, the nature of the Shares, the Reference Index or Reference Asset (if applicable), the investments and assets of the Fund and the techniques used to link the investments and assets of the Fund to the Reference Index or Reference Asset (if applicable).

No investment should be made in the Shares of a particular Fund until careful consideration of all those factors has been made.

The investments of the Company in securities are subject to normal market fluctuations and other risks inherent in investing in such investments, and there can be no assurance that any appreciation in value will occur or that any depreciation in value will not occur.

There can be no assurance that a Fund will achieve its investment objective. The value of Shares may rise or fall, as the capital value of the securities in which a Fund invests may fluctuate. The investment income of each Fund is based on the income earned on the securities it holds, less expenses incurred. Therefore, the Fund's investment income may be expected to fluctuate in response to changes in such expenses or income.

Credit Risk

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

Changes in Interest Rates Risk

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

Currency Risk and Interest Rate Risk

Currency Exchange Rates: Currency exchange rates may fluctuate significantly over short periods of time causing, along with other factors, a Fund's Net Asset Value to fluctuate as well. Currency exchange rates generally are determined by the forces of supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or anticipated changes in interest rates and other complex factors, as seen from an international perspective. Currency exchange rates also can be affected unpredictably by intervention or failure to intervene by governments or central banks or by currency controls or political developments throughout the world. To the extent that a substantial portion of a Fund's total assets, adjusted to reflect a Fund's net position after giving effect to currency transactions, is denominated in the currencies of particular countries, the Fund will be more susceptible to the risk of adverse economic and political developments within those countries.

Currency of Assets/Base Currency: Assets of a Fund may be denominated in a currency other than the Base Currency of the Fund and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Fund's assets as expressed in

the Base Currency. The Investment Manager may (but is not obliged to) seek to mitigate this exchange rate risk by using FDI. No assurance, however, can be given that such mitigation will be successful.

Base Currency/Denominated Currency of Classes: Classes of Shares in a Fund may be denominated in currencies other than the Base Currency of the Fund and changes in the exchange rate between the Base Currency and the denominated currency of the Class may lead to a depreciation of the value of the investor's holding as expressed in the Base Currency even in cases where the Class is hedged. No assurance, however, can be given that such mitigation will be successful. Where the Class is unhedged a currency conversion will take place on subscription, redemption, exchange and distributions at prevailing exchange rates.

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

Duration Hedged Classes: Certain Funds may offer duration hedged Share Classes. The intention for such Share Classes will be to limit the impact of interest rate movements by hedging the interest rate risk of the net assets of such a Share Class to a target duration between zero and six months. Such hedging is generally intended to be carried out through the use of FDI, typically interest rate futures. Shareholders in duration hedged Share Classes should be aware that, whilst the intention will be to limit the impact of interest rate movements, the duration hedging process may not give a precise hedge. Furthermore, there is no guarantee that the hedging will be totally successful. The duration hedging process may also

adversely impact Shareholders in duration hedged Share Classes if interest rates fall. The successful execution of a hedging strategy which matches exactly the profile of the investments of any Fund cannot be assured. It may not be possible to hedge against generally anticipated interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

Derivatives Risk

General: Derivatives may be used as a means of gaining indirect exposure to a specific asset, rate or index and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. Use of derivatives involves risks different from, or possibly greater than, the risks associated with investing directly in securities and other investments. They also involve the risk of mispricing or improper valuation and the risk that changes in the value of the derivative may not correlate perfectly with the underlying asset, rate or index.

Investing in a derivative instrument could cause the Fund to lose more than the principal amount invested. Also, suitable derivative transactions may not be available in all circumstances and there can be no assurance that the Fund will engage in these transactions to reduce exposure to other risks when that would be beneficial.

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

Control and Monitoring: Derivative products are highly specialised instruments that require investment techniques and risk analysis different from those associated with equity and fixed income securities. The use of derivative techniques requires an understanding not only of the relevant Reference Index or Reference Asset but also of the derivative itself. In particular, the use and complexity of derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to a Fund and the ability to forecast the relative price, interest rate or currency rate movements correctly.

Liquidity Risk: Liquidity risk exists when a particular instrument is difficult to purchase or sell. If a derivative transaction is particularly large or if the relevant market is illiquid as is the case with many privately negotiated derivatives, it may not be possible to initiate a transaction or liquidate a position at an advantageous price, or at all.

Absence of Regulation; Counterparty Risk In general, there is less government regulation and supervision of transactions in the OTC markets (in which currencies, spot and option contracts, certain options on currencies and swaps are generally traded) than of transactions entered into on recognised exchanges (as referred to in the Prospectus). OTC derivatives lack transparency as they are privately negotiated contracts and any information concerning them is usually only available to the contracting parties. While measures are being introduced under Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories ("**EMIR**") that aim to mitigate risks involved in investing in OTC derivatives and improve transparency, these types of investments continue to present challenges in clearly understanding the nature and level of risks involved. In addition, many of the protections afforded to participants on some exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with OTC transactions.

OTC derivatives are generally not regulated. OTC derivatives are non-exchange traded option agreements, which are specifically tailored to the needs of an individual investor. These options enable the user to structure precisely the date, market level and amount of a given position. The counterparty for these derivatives will be the specific firm involved in the transaction rather than an exchange, and accordingly the bankruptcy or default of a counterparty with which the Fund trades OTC derivatives could result in substantial losses to the Fund. In addition, a counterparty may refrain from settling a transaction in accordance with its terms and conditions because the contract is not legally enforceable or because it does not accurately reflect the intention of the parties or because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Fund to suffer a loss. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Regardless of the measures the Fund may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the Fund will not sustain losses on the transactions as a result. Counterparty exposure will be in accordance with the Fund's investment restrictions.

Credit Risk and Counterparty Risk: Funds will be exposed to a credit risk in relation to the counterparties with whom they transact or place margin or collateral in respect of transactions in derivative instruments. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Regardless of the measures the Fund may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the Fund will not sustain losses on the transactions as a result. There is also a possibility that such OTCs are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to recover any losses incurred as such derivative contracts involve credit risk that could result in a loss to the relevant Fund.

In general, there is less government regulation and supervision of transactions in the OTC than of transactions entered into on recognised exchanges. OTC derivatives lack transparency as they are privately negotiated contracts and any information concerning them is usually only available to the contracting parties.

Although a Fund may enter into derivative transactions with one or more counterparties, there is no requirement for the Fund to execute transactions with more than one counterparty and consequently counterparty risk may be concentrated in a single counterparty or a small number of counterparties. Further, there is no agreement between counterparties and the Fund for any counterparty to substitute themselves for a counterparty which defaults under a derivative agreement or to make good any losses which a Fund may incur as a result of a counterparty default.

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

Collateral Risk: Collateral or margin may be passed by the Fund to a counterparty or broker in respect of OTC FDI transactions. Assets deposited as collateral or margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

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

Foreign Exchange Transactions: Where a Fund utilises derivatives which alter the currency exposure characteristics of Transferable Securities held by the Fund the performance of the Fund may be strongly

influenced by movements in foreign exchange rates because currency positions held by the Fund may not correspond with the securities positions held.

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

Legal Risk: The use of OTC derivatives, such as forward contracts, swap agreements and contracts for difference, will expose the Funds to the risk that the legal documentation of the relevant OTC contract may not accurately reflect the intention of the parties. The Company must comply with regulatory constraints or changes in the laws affecting it, the Shares, or the Investment Restrictions, which might require a change in the investment policy and objectives followed by a Fund. The Fund Assets, the Reference Index or Reference Asset and the derivative techniques used to link the two may also be subject to changes in law or regulations and/or regulatory action which may affect their value.

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

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

Necessity for Counterparty Trading Relationships: Participants in the OTC currency market typically enter into transactions only with those counterparties which they believe to be sufficiently creditworthy, unless the counterparty provides margin, collateral, letters of credit or other credit enhancements. While the Company believes that the Company will be able to establish the necessary counterparty business relationships to permit a Fund to effect transactions in the OTC currency market and other counterparty markets, including the swaps market, there can be no assurance that it will be able to do so. An inability to establish such relationships would limit a Fund's activities and could require a Fund to conduct a more substantial portion of such activities in the cash or exchange traded markets. Moreover, the counterparties with which a Fund expects to establish such relationships will not be obligated to maintain the credit lines extended to a Fund, and such counterparties could decide to reduce or terminate such credit lines at their discretion.

Contracts for Differences: Futures and options contracts can also be referred to, as well as include, contracts for differences. These can be options and futures on any index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for differences carries the same risks as investing in a future or option. Transactions in contracts for differences may also have a contingent liability and an investor should be aware of the implications of this as set out below.

Contingent Liability Transactions: Contingent liability transactions which are margined require the Fund to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. If the Fund trades in futures, contracts for differences or sells options, the Fund may sustain a total loss of the margin it deposits with the broker to establish or maintain a position. If the market moves against the Fund, the Fund may be called upon to pay substantial additional margin at short notice to maintain the position. If the Fund fails to do so within the time required, its position may be liquidated at a loss and the Fund will be liable for any resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid

when the contract was entered into. Contingent liability transactions which are not traded on or under the rules of a recognised or designated investment exchange may expose you to substantially greater risks.

Other Risks: Other risks in using derivatives include the risk of differing valuations of derivatives arising out of different permitted valuation methods and the inability of derivatives to correlate perfectly with underlying securities, rates and indices. Many derivatives, in particular OTC derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which often are acting as counterparties to the transaction to be valued. Inaccurate valuations can result in increased cash payment requirements to counterparties or a loss of value to a Fund. The value of any OTC derivatives shall be the value obtained from the counterparty or the Administrator and shall be valued daily. Such valuations will be approved or verified at least weekly by a party independent of the counterparty who shall either be the Administrator or sourced by the Administrator as appropriate and who has been approved for such purpose by the Depositary. Derivatives do not always perfectly or even highly correlate or replicate the value of the securities, rates or indices they are designed to replicate. Consequently, a Fund's use of derivative techniques may not always be an effective means of, and sometimes could be counterproductive to, following such Fund's investment objective.

Emerging Markets Risk

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

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

Business Risks: in some emerging markets, for example Russia, crime and corruption, including extortion and fraud, pose a risk to businesses. Property and employees of underlying investments may become targets of theft, violence and/or extortion.

Country Risk: the value of the Fund's assets may be affected by political, legal, economic and fiscal uncertainties. Existing laws and regulations may not be consistently applied. The economies of many emerging markets can be heavily dependent on international trade and, accordingly have been and may continue to be adversely affected by trade barriers, managed adjustments in relative currency values, other protectionist measures imposed or negotiated by the countries with which they trade and international economic developments generally.

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

Custody Risk: custodians may not be able to offer the level of service and safe-keeping, settlement and administration of securities that is customary in more developed markets and there is a risk that the Fund will not be recognised as the owner of securities held on its behalf by a sub-custodian. As some of the Funds may invest in markets where the trading, settlement and custodial systems are not fully developed, the assets of a Fund which are traded in such markets and which have been entrusted to sub-custodians in such markets may be exposed to risk in circumstances in which the Custodian will have no liability. Rules regulating corporate governance are undeveloped and therefore may offer little protection to shareholders. In certain circumstances a Fund may not be able to recover some of its assets. Such circumstances may include any acts or omissions or the liquidation, bankruptcy or insolvency of a sub-custodian, retroactive application of legislation and fraud or improper registration of title. The costs borne by the Fund in investing and holding investments in such markets will generally be higher than in organised securities markets.

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

Legal: the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. Risks associated with many emerging market legal systems (for example the Russian legal system) include (i) the untested nature of the independence of the judiciary and its immunity from economic, political or nationalistic influences; (ii) inconsistencies among laws, presidential decrees and governmental and ministerial orders and resolutions; (iii) the lack of judicial and administrative guidance on interpreting applicable laws; (iv) a high degree of discretion on the part of government authorities; (v) conflicting local, regional and federal laws

and regulations; (vi) the relative inexperience of judges and courts in interpreting new legal norms; and (vii) the unpredictability of enforcement of foreign judgements and foreign arbitration awards. Laws, orders, rules, regulations and other legislation currently regulating the investment arrangements contemplated may be altered, in whole or in part, and a court or other authority of an emerging market country may interpret any relevant existing legislation in such a way that the investment arrangements contemplated are rendered illegal, null or void, whether retroactively or otherwise, or in such a way that the investment of the Fund is adversely affected. There may be unpublished legislation in force now or at any future time in any emerging market country which conflicts with or supersedes published legislation and which may substantially affect the investment arrangements contemplated. There is no guarantee that any arrangements made, or agreement entered into, between the Custodian and any sub-custodian will be upheld by a court of any emerging market country, or that any judgement obtained by the Custodian or the Company against any such sub-custodian in a court of any jurisdiction will be enforced by a court of any emerging market country. There is no guarantee that further judicial reform aimed at balancing the rights of private and governmental authorities in courts and reducing grounds for re-litigation of decided cases will be implemented and succeed in building a reliable and independent judicial system.

Inflation: Although many companies in which a Fund may hold Shares may have operated profitably in the past in an inflationary environment, past performance is no assurance of future performance. Inflation may adversely affect any economy and the value of companies' shares.

Registration: 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 purchasers' 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 purchasers' 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 on 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 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 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 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 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 Fund as the registered holder of Shares previously purchased by the Fund due to the destruction of the company's register.

Market Characteristics/ Liquidity and Settlement Risks: in general, emerging markets are still in the early stages of their development, have less volume, are less liquid and experience greater volatility than more established markets and many emerging markets are not highly regulated. When seeking to sell emerging market securities, little or no market may exist for the securities. The combination of price volatility and the less liquid nature of securities markets in emerging markets may, in certain cases, affect a Fund's ability to acquire or dispose of securities at the price and time it wishes to do so, and consequently may have an adverse impact on the investment performance of the Fund. Settlement of transactions may be subject to delay and administrative uncertainties. Furthermore, there can be no guarantee of the operation or performance of settlement, clearing and registration of transactions in emerging market countries nor can there be any guarantee of the solvency of any securities system or that such securities system properly maintain the registration of the Custodian or the Company as the holder of securities. Where organised securities markets and banking and telecommunications systems are underdeveloped, concerns inevitably arise in relation to settlement, clearing and registration of transactions in securities where these are acquired other than as direct investments. Furthermore, due to the local postal and banking systems in many emerging market countries, no guarantee can be given that all entitlements attaching to quoted and

over-the-counter traded securities acquired by the relevant Fund, including those related to dividends, can be realised. Some emerging markets currently dictate that monies for settlement be received by a local broker a number of days in advance of settlement, and that assets are not transferred until a number of days after settlement. This exposes the assets in question to risks arising from acts, omissions and solvency of the broker and counterparty risk for that period of time. Delays in settlement may result from disputes over the terms of the contract (whether or not *bona fide*) since such markets may lack the established rules and procedures for swift settlement of disputes among market participants found in "exchange-based" markets.

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

Tax: The taxation system in some emerging market countries is subject to varying interpretations, frequent changes and inconsistent enforcement at the federal, regional and local levels. Tax laws and practices in some emerging market countries are at an initial stage of development and are not as clearly established as in more developed countries and accordingly, such tax laws may permit retroactive taxation so that a Fund could in future become subject to a tax liability that had not reasonably been anticipated in the conduct of investment activities or in the valuation of the assets of the relevant Fund.

Frontier Markets Risk: Investing in the securities of issuers operating in frontier emerging markets carries a high degree of risk and special considerations not typically associated with investing in more traditional developed markets. In addition, the risks associated with investing in the securities of issuers operating in emerging market countries are magnified when investing in frontier emerging market countries. These types of investments could be affected by factors not usually associated with investments in more traditional developed markets, including risks associated with expropriation and/or nationalisation, political or social instability, pervasiveness of corruption and crime, armed conflict, the impact on the economy of civil war, religious or ethnic unrest and the withdrawal or non-renewal of any licence enabling a Fund to trade in securities of a particular country, confiscatory taxation, restrictions on transfers of assets, lack of uniform accounting, auditing and financial reporting standards, less publicly available financial and other information, diplomatic development which could affect investment in those countries and potential difficulties in enforcing contractual obligations. These risks and special considerations make investments in securities in frontier emerging market countries highly speculative in nature and, accordingly, an investment in a Fund's shares must be viewed as highly speculative in nature and may not be suitable for an investor who is not able to afford the loss of their entire investment. To the extent that a Fund invests a significant percentage of its assets in a single frontier emerging market country, a Fund will be subject to heightened risk associated with investing in frontier emerging market countries and additional risks associated with that particular country.

Privatisation: In certain cases, decisions taken by a new majority shareholder following the privatisation of an emerging market country company may have unfavourable effects on the value and marketability of that company's shares traded on any stock exchange. There is also the risk that privatisations of majority share interests could be cancelled by the relevant authorities and these companies could revert to state ownership. In such cases, there is no guarantee as to the timing of a new privatisation tender or the decision of authorities to organise a new tender. Such outcomes may also have adverse effects on the value and marketability of a company's shares traded on any stock exchange.

Credit Risk: The ability of a Fund to make distributions, in the form of dividends or otherwise, and maintain Net Asset Value will be dependent upon the ability and willingness of those whose obligations the Fund acquires to make payment on such obligations as they become due. In the event that any such obligor were to default on the obligations of the Fund's portfolio, not only could distributions from the Fund be diminished or suspended but its ability to sell, and potentially realise "distressed" or "salvage" value on, such obligations could be impaired. Due to certain restrictions on the ability of foreign entities to acquire, with freely transferable funds, certain securities, the Company may, on behalf of a Fund, enter into certain arrangements with one or more financial institutions, pursuant to which the Company would acquire such financial institution(s) synthetic instruments which bear interest by reference to such securities. Under these circumstances, the Fund will bear not only the risk by default by the relevant government but also will be exposed to counterparty risk.

Other Foreign Investment Risks: In certain of the countries where investments are proposed to be made there are restrictions on investment by foreign investors. In addition, the ability of foreign investors, such as a Fund, to participate in privatisations in certain foreign countries may be limited by local law, or the terms on which the Fund may be permitted to participate may be less advantageous than those for local investors. These factors and any restrictions introduced in the future could limit the availability to the Fund of attractive investment opportunities.

Past Performance Risk

The past investment performance of the Investment Manager, the index, the index sponsor, and any of the principals of the Investment Manager and/or any entities with which it has been associated, should not be construed as an indication of the future performance of an index. The index should be evaluated on the basis that there can be no assurance that the Investment Manager's assessments of the short-term or long-term prospects of investments will prove accurate.

Index Related Risks

What factors will be of relevance to the Shares of a particular Fund will depend upon a number of interrelated matters including, but not limited to, the nature of the Shares, the Reference Index or Reference Asset (if applicable), the investments and assets of the Fund and the techniques used to link the investments and assets of the Fund to the Reference Index or Reference Asset (if applicable). No investment should be made in the Shares of a particular Fund until careful consideration of all those factors has been made.

The level of a Reference Index to which a Fund can have indirect exposure can fall as well as rise.

There is no assurance that the underlying index to which the Fund is exposed to will continue to be calculated and published on the basis described in this Prospectus, or at all, or that it will not be amended significantly. Any change to the index may adversely affect the value of the Shares. The past performance of an index is not necessarily a guide to its future performance.

An index sponsor generally reserves the right to review, modify and amend the index or strategy description, components, formula, calculation and publication procedures as further particularised in the index rules; and take any such actions that it believes necessary, appropriate or beneficial, in its sole discretion, in order to preserve or enhance the ability of an index to achieve its objectives. The selection of the component indices, strategies assets or securities of an index is made in accordance with the relevant index or strategy composition rules and eligibility criteria and not by reference to any performance criteria or performance outlook. Accordingly, the composition of an index is not designed to follow recommendations or research reports issued by an index sponsor, any of their affiliates or any other person. An index sponsor has no obligation to take the needs of the relevant Fund or the Shareholders into consideration in determining, composing or calculating the value of the index to which a Fund has indirect exposure. Any change to the index or strategy rules may adversely affect the value of the Shares of the Fund.

Value of the Index and the Fund Risk

The value of an index will be determined by reference to the cumulative net gains or losses (if any) of the investment positions comprised in the index. Therefore the value of the index may vary significantly over time and may go down as well as up.

In addition, although the Fund intends to provide investors with exposure to the performance of the index, the value of the index may differ to a certain extent from the Net Asset Value per Share due to various factors such as the costs incurred in relation to the total return swaps entered into by the Fund to gain such exposure, fees charged by the Fund, differences in currency values and costs associated with hedged or unhedged share classes.

Index Change Risk

The index manager may from time to time modify the index. By way of non limiting example, it may incorporate different features or characteristics such as the use of different market sectors, weights, contracts, or other underlying assets, or different methods of calculation.

Dependence on the Index Manager Risk

The performance of an index is largely dependent upon the index manager's skill as an index manager and there can be no assurance that the index manager or the individuals employed by the index manager will remain able to manage the index or that the management activities will be successful in the future. In such event, no assurance can be given that a replacement index manager of similar experience and credibility will be found or as to the length of time the search for a replacement could take.

An index utilises certain strategies which depend upon the reliability and accuracy of sophisticated quantitative models. To the extent such models (or the assumptions underlying them) do not prove correct, the investments comprising the index may not perform as anticipated, which could result in substantial losses.

As the index is systematic in nature, system errors may occur from time to time. In addition, due to the speed and volume of transactions entered into, occasionally weightings will be calculated, which, with the benefit of hindsight, were erroneous. In this event, the index constituent weightings will not be restated.

Index Embedded Leverage Risk

An index may reflect the use of leverage. As a result, a relatively small price movement in a component may result in immediate and substantial gains or losses for the Fund. While leverage presents opportunities for increasing total return, it may potentially increase losses. Accordingly, any event which adversely affects the value of an investment would be magnified to the extent leverage is employed. The cumulative effect of leverage in a market that moves adversely to a leveraged investment could be a substantial loss, which would be greater than if leverage was not used. These factors will be reflected in the value of the index.

No Operating History for the Index Risk

The index may have only recently been organised. Therefore, as of the date of the relevant Supplement, potential investors do not have any operating history to use in evaluating the Fund and the index and the probability of success and whether to invest in the Fund. Even if there was an operating history of the relevant Fund and the index, potential investors are reminded that past results are not necessarily indicative of future performance.

Efficient Portfolio Management Risk

As stated above, the Company on behalf of a Fund may employ techniques and instruments relating to Transferable Securities, Money Market Instruments and/or other financial instruments (including FDI) in which it invests for efficient portfolio management purposes. Many of the risks attendant in utilising derivatives, as disclosed in the section entitled "**Derivatives Risk**" below, will be equally relevant when employing such efficient portfolio management techniques. In addition particular attention is drawn to the sub-sections entitled "*Credit Risk and Counterparty Risk*" and "*Collateral Risk*". Investors should also be aware that from time to time, a Fund may engage with repurchase/reverse repurchase agreements counterparties and/or securities lending agents (and where provided for within the relevant Supplement) that are related parties to the Custodian or other service providers of the Company. Such engagement may on occasion cause a conflict of interest with the role of the Custodian or other service provider in respect of the Company. Please refer to the section entitled "Conflicts of Interest" for further details on the conditions applicable to any such related party transactions. The identity of any such related parties will be specifically identified in the Company's semi-annual and annual reports.

Repurchase Agreements

A Fund may enter into repurchase arrangements for the purposes of efficient portfolio management. Accordingly, the Fund will bear a risk of loss in the event that the other party to the transaction defaults on its obligation and the Fund is delayed or prevented from exercising its rights to dispose of the underlying securities. The Fund will, in particular, be subject to the risk of a possible decline in the value of the underlying securities during the period in which the Fund seeks to assert its right to them, the risk of incurring expenses associated with asserting those rights and the risk of losing all or a part of the income from the agreement.

Exchange Control and Repatriation Risk

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

Investing in Fixed Income Securities Risk

The prices of fixed income securities fluctuate in response to perceptions of the issuer's creditworthiness and also tend to vary inversely with market interest rates. The value of such securities is likely to decline in times of rising interest rates. Conversely, when rates fall, the value of these investments is likely to rise. Typically, the longer the time to maturity the greater are such variations. A Fund investing in fixed income securities will be subject to credit risk (i.e. the risk that an issuer of securities will be unable or unwilling to pay principal and interest when due, or that the value of a security will suffer because investors believe the issuer is less able or willing to pay). This is broadly gauged by the credit ratings of the securities in which a Fund invests. However, ratings are only the opinions of the agencies issuing them and are not absolute guarantees as to quality.

Not all government securities are backed by the full faith and credit of the relevant national government. Some are backed only by the credit of the issuing agency or instrumentality. Accordingly, there is at least a chance of default on these government securities in which the Funds may invest, which may subject a Fund to additional credit risk.

To the extent a Fund invests in medium or low-rated securities and unrated securities of comparable quality, the Fund may realise a higher current yield than the yield offered by higher-rated securities, but investment in such securities involves greater volatility of price and risk of loss of income and principal, including the probability of default by or bankruptcy of the issuers of such securities. Low-rated and comparable unrated securities (collectively referred to as "low-rated" securities) likely have quality and protective characteristics that, in the judgment of a rating organisation, are outweighed by large uncertainties or major risk exposures to adverse conditions, and are predominantly speculative with respect to an issuer's capacity to pay interest and repay principal in accordance with the terms of the obligation.

When economic conditions appear to be deteriorating, these medium or low-rated securities may decline in value due to heightened concern over credit quality, regardless of the prevailing interest rates. Investors should carefully consider the relative risks of investing in high yield securities and understand that such securities are not generally meant for short-term investing.

Adverse economic developments can disrupt the market for low-rated securities, and severely affect the ability of issuers, especially highly leveraged issuers, to service their debt obligations or to repay their obligations upon maturity, which may lead to a higher incidence of default on such securities. Low-rated securities are especially affected by adverse changes in the industries in which the issuers are engaged and by changes in the financial condition of the issuers.

Debt securities rated below BBB- (or its equivalent) and comparable unrated securities are considered below investment grade and are commonly known as "junk bonds". They are considered to be of poor standing and mainly speculative, and those in the lowest rating category may be in default and are generally regarded by the rating agency as having extremely poor prospects of attaining any real investment standing. The lower ratings of these debt securities reflect a greater possibility that the issuer may be unable or unwilling to make timely payments of interest and principal and thus default. If this happens, or is perceived as likely to happen, the values of those debt securities will usually be more volatile. A default or expected default could also make it difficult for the Fund to sell the debt securities at prices approximating the values the Fund had previously placed on them. Because junk bonds are traded mainly by institutions, they usually have a limited market, which may at times make it difficult for the Fund to establish their fair value.

Leverage Risk

A Fund may engage in leverage for investment purposes or as part of a hedging strategy, as will be outlined in the relevant Supplement, if applicable. The use of leverage creates special risks and may significantly increase the Fund's investment risk. Leverage will create an opportunity for greater yield and total return but, at the same time, will increase the Fund's exposure to capital risk and interest costs. Any investment income and gains earned on investments made through the use of leverage that are in excess of the interest costs associated therewith may cause the Net Asset Value of the Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated interest costs are greater than such income and gains, the Net Asset Value of the Shares may decrease more rapidly than would otherwise be the case.

Liquidity Risk

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

Market Capitalisation Risk

Certain Funds may invest in the securities of small-to-medium-sized (by market capitalisation) companies, or FDI related to such securities. 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. Additional risk factors associated with companies whose market capitalisation is small or mid-cap may include but are not limited to the following: limited or unproven operating history; weak or leveraged balance sheets, limited borrowing capacity; low or negative profit margins; high concentration of sales from limited number of customers; competition from more established companies; and key-man management risk.

Recent Developments in Financial Markets Risk

Recent developments in the global financial markets illustrate that the current environment is one of extraordinary and possibly unprecedented uncertainty. In light of such recent market turmoil and the overall weakening of the financial services industry, the Company, the Investment Manager and other financial institutions' financial condition may be adversely affected and they may become subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on the Company's business and operations.

Reinvestment of Cash Collateral Risk

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

Repurchase Risk

Large repurchases of Shares in a Fund might result in a Fund being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets which may be materially adverse to the Fund.

Securities Lending Arrangements and Repurchase Transactions

There are risks associated with a Fund engaging in securities lending. As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. A securities lending transaction will involve the receipt of collateral. However there is a risk that the value of the collateral may fall and the Fund suffer loss as a result.

The Company may engage in securities lending or repurchase/reverse repurchase agreements over a period of time with one or more counterparties (as further described in the section above headed "Repurchase/Reverse Repurchase Agreements and Securities Lending"). Collateral which meets the requirements of the Collateral Policy will be posted by the relevant counterparty. A default by the counterparty to such a securities lending arrangement or repurchase/reverse repurchase agreements, or a fall in the value of the collateral posted in connection with such transactions below that of the value of the securities lent or the cash leg of the repurchase/reverse repurchase agreements may result in a reduction in the value of the relevant Fund and the Fund may suffer loss as a result. The Company will use reasonable endeavours to ensure that any Collateral transferred to it in connection with such transactions will be segregated from the bankruptcy estate of the counterparty and not available to the creditors of the counterparty. Shareholders are advised, however, that third parties may seek to challenge such segregation which, if successful, would result in a total loss of both the collateral and the assets of the Fund that were lent or otherwise transferred. In the case of cash collateral, as a matter of applicable law, such cash Collateral might not be held in a segregated manner in favour of the Company, which may result in a total loss of cash Collateral upon insolvency of the relevant counterparty.

Sovereign Debt Risk

Investments in sovereign debt securities involve certain risks. The governmental authority that controls the repayment of the debt may be unwilling or unable to repay the principal and/or interest when due in accordance with the terms of such securities due to a range of factors that may include: the extent of its foreign reserves; the availability of sufficient foreign exchange on the date a payment is due; the relative size of the debt service burden to the economy as a whole; or the government debtor's policy towards the International Monetary Fund and the political constraints to which a government debtor may be subject. If an issuer of sovereign debt defaults on payments of principal and/or interest, a Fund may have limited legal recourse against the issuer and/or guarantor. In certain cases, remedies must be pursued in the courts of the defaulting party itself, and the Fund's ability to obtain recourse may be limited. Historically, certain issuers of the government debt securities in which a Fund may invest have experienced substantial difficulties in meeting their external or local market debt obligations, resulting in defaults on certain obligations and the restructuring of certain indebtedness. Such restructuring arrangements have included obtaining additional credit to finance outstanding obligations and the reduction and rescheduling of payments of interest and principal through the negotiation of new or amended credit agreements.

OTC Counterparty Rating Downgrade Risk

The Company will enter into OTC transactions only with those counterparties that it believes to be sufficiently creditworthy. In addition, pursuant to Irish regulatory requirements, the Fund may be required to refrain from entering into transactions which involve collateral arrangements with OTC counterparties who do not meet minimum credit rating criteria set by the Central Bank. In this regard, at the date of this Prospectus, the Central Bank requires that, an eligible OTC counterparty (which is not an Approved Credit Institution) must have a minimum short term credit rating of A-2 from Standard & Poor's or an equivalent rating from an internationally recognised credit rating agency.

If an OTC counterparty engaged by the Company, in respect of a Fund, (which is not an Approved Credit Institution) is subject to a credit rating downgrade, this could potentially have significant implications for the relevant Fund both from a commercial perspective and a regulatory perspective. A rating downgrade below the minimum regulatory levels set by the Central Bank could require the relevant Fund to refrain from entering into transactions with such OTC counterparty.

The Investment Manager shall endeavour to monitor the rating of all OTC counterparties (other than Approved Credit Institutions) currently engaged by the Company, in respect of a Fund, on an ongoing basis to ensure such minimum credit ratings are maintained and that any appropriate and necessary steps are taken in the event of any OTC counterparty being subject to a credit rating downgrade. However, it is possible that such OTC counterparties could be subject to a credit rating downgrade in circumstances where this is not notified to the relevant Fund or identified by the Investment Manager in which case the relevant Fund may be in technical breach of the regulatory requirements regarding eligible OTC counterparties. This regulatory risk is in addition to the commercial risk associated with continuing to engage (and possibly have exposure to) an OTC counterparty with a lower credit rating.

In addition, if the Investment Manager is required to take steps to exit positions with an OTC counterparty (which is not an Approved Credit Institution) subject to a credit rating downgrade, due to regulatory

requirements or otherwise, this may result in positions being terminated on unfavourable terms or in unfavourable market conditions with the consequence of the relevant Fund suffering substantial losses.

Regardless of the measures the Company, in respect of a Fund, may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the relevant Fund will not sustain losses on the transactions as a result.

Investment in CIS Risk

A Fund may invest in one or more CIS including schemes managed by the Investment Manager or its affiliates. As a shareholder of another CIS, a Fund would bear, along with other shareholders, its pro rata portion of the expenses of the other CIS, including investment management and/or other fees. These fees would be in addition to the investment management fees and other expenses which a Fund bears directly in connection with its own operations.

Underlying funds may have different settlement cycles than that of the Funds. Thus, there may be mismatch between the two settlement cycles causing the Funds to use borrowing on a temporary basis to meet such obligations. This may result in charges being incurred by the relevant Fund. Any such borrowing will comply with the Regulations. Further, each underlying fund may not be valued at the same time or on the same day as the relevant Fund and accordingly the net asset value of such underlying fund used in the calculation of the Net Asset Value of the relevant Fund will be the latest available net asset value of such underlying fund (further details on the calculation of the Net Asset Value are set out under the heading "Valuation of Assets").

At various times, the markets for securities purchased or sold by the underlying funds may be "thin" or illiquid, making purchases or sales at desired prices or in desired quantities difficult or impossible. This may indirectly impact upon the Net Asset Value of the relevant Fund.

The underlying funds selected by the Investment Manager may be leveraged. This includes the use of borrowed funds and investments in options, such as puts and calls, regulated futures contracts and warrants. Also, they may engage in short sales. While such strategies and techniques increase the opportunity to achieve higher returns on the amounts invested, they also increase the risk of loss. The level of interest rates generally, and the rates at which such funds may be borrowed in particular, could affect the operating results of the relevant Fund.

To the extent that the relevant Fund is invested in collective investment schemes, the success of the relevant Fund shall depend upon the ability of the underlying funds to develop and implement investment strategies that achieve the relevant Funds' investment objective. Subjective decisions made by the underlying funds may cause the relevant Fund to incur losses or to miss profit opportunities on which it could otherwise have capitalised. In addition, the overall performance of the relevant Fund will be dependent not only on the investment performance of the underlying funds, but also on the ability of the Investment Manager to select and allocate the Funds' assets among such underlying funds effectively on an ongoing basis. There can be no assurance that the allocations made by the Investment Manager will prove as successful as other allocations that might otherwise have been made, or as adopting a static approach in which underlying funds are not changed.

Accounting, Legal, Operational, Valuation and Tax Risks

Accounting, Auditing and Financial Reporting Standards

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

Dependence on Key Personnel

The investment performance of the Funds will be dependent on the services of certain key employees of the Investment Manager and its appointees. While contingency measures may be put in place, in the event of the death, incapacity or departure of any of these individuals, the performance of the Funds may be adversely affected.

Financial Markets and Regulatory Change

The laws and regulations affecting businesses continue to evolve in an unpredictable manner. Laws and regulations, particularly those involving taxation, investment and trade, applicable to the Company's

activities can change quickly and unpredictably, and may at any time be amended, modified, repealed or replaced in a manner adverse to the interests of the Company. The Company and the Investment Manager may be or may become subject to unduly burdensome and restrictive regulation. In particular, in response to significant recent events in international financial markets, governmental intervention and certain regulatory measures which have been or may be adopted in certain jurisdictions. Two examples in particular are (1) The European Union (Short Selling) Regulations 2012 (SI No. 340/2012) implementing the Regulation (EU) No. 236/2012 of the European Parliament and of the Council of 14 March 2012, on short selling and certain aspects of credit default swaps (the "SSR", discussed further below) and (2) the recently enacted US piece of legislation, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act."). The SSR aims to address certain systemic risk concerns with naked or uncovered short selling by providing for, amongst other things, enhanced transparency relating to significant net short positions in specific financial instruments. The Dodd-Frank Act contains a range of measures designed to address systemic risk in the financial services sector and will significantly increase US regulation of investment funds and managers of investment funds. These and other significant changes in global financial regulation may present the Company with significant challenges and could result in losses to the Company.

Investment Manager Valuation Risk

The Administrator may consult the Investment Manager with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation price of each Fund's investments and the Investment Manager's other duties and responsibilities in relation to the Funds (particularly as the Investment Manager's fees may increase as the value of assets increases), the Investment Manager has in place pricing procedures which follows industry standard procedures for valuing unlisted investments.

Listing

There can be no certainty that a listing on any stock exchange applied for by the Company will be achieved and/or maintained or that the conditions of listing will not change. Further, trading in Shares on a Relevant Stock Exchange may be halted pursuant to that Relevant Stock Exchange's rules due to market conditions and investors may not be able to sell their Shares until trading resumes.

Nominee Arrangements

Where an investor holds Shares via an Authorised Participant or other nominee or intermediary such Shareholder will typically not appear on the Register of the Company and may not therefore be able to exercise voting or other rights available to those persons appearing on the Register.

Fund Expenses

Returns on Shares will be net of all fees and expenses incurred in the establishment and ongoing running of the relevant Fund and may not be directly comparable to the yields which could be earned if any investment were instead made directly in the assets of the relevant Fund or the constituents of the Reference Index or directly in the Reference Asset.

Delivery Failure: In some securities markets, deliveries of securities and other Fund Assets and payments therefor may not be or are not customarily made simultaneously. Further due to the nature of the investment policy and structuring of transactions involving the Fund Assets the deliveries of securities and payments may not be made simultaneously. The Custodian or a sub-custodian may make or accept payment for or delivery of Fund Assets in such form and manner and shall not be contrary to the customs prevailing in the relevant market or among securities dealers or in accordance with the terms of the Custodian Agreement. The Company shall bear the risk that:-(i) the recipient of Fund Assets delivered by the Custodian or any sub-custodian may fail to make payment, for or return such Fund Assets or hold such Fund Assets or the proceeds of their sale in trust for the Custodian or the Company; and (ii) the recipient of payment for Fund Assets made by the Custodian or any sub-custodian including without limitation amounts paid as premium or margin on derivatives contracts may fail to deliver the Fund Assets (such failure to include, without limitation, delivery of forged or stolen Fund Assets) or to return such payment, or hold such payment in trust for the Custodian or the Company in each case whether such failure is total or partial or merely a failure to perform on a timely basis. Neither the Custodian nor any sub-custodian shall be liable to the Company for any loss resulting from any of the foregoing events or from the liquidation, insolvency or bankruptcy of such recipient.

Lack of Operating History

The Company is a newly-formed entity and has no prior operating history. The past performance of any investments or investment funds managed by the Investment Manager or any of its affiliates cannot be construed as any indication of the future results of an investment in the Company or any of the Funds.

Paying Agent Risk

Shareholders who choose or are obliged under local regulations to pay or receive subscription or repurchase monies or dividends via an intermediate entity rather than directly to the Company or the relevant Fund (e.g. a Paying Agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Company or the relevant Fund and (b) repurchase monies payable by such intermediate entity to the relevant Shareholder.

Segregated Liability

The Company is an umbrella company with segregated liability between Funds. As a result, as a matter of Irish law, any liability attributable to a particular Fund may only be discharged out of the assets of that Fund and the assets of other Funds may not be used to satisfy the liability of that Fund. In addition, any contract entered into by the Company will by operation of law include an implied term to the effect that the counterparty to the contract may not have any recourse to assets of any of the Funds other than the Fund in respect of which the contract was entered into. These provisions are binding both on creditors and in any insolvency but do not prevent the application of any enactment or rule of law which would require the application of the assets of one Fund to discharge some, or all liabilities of another Fund on the grounds of fraud or misrepresentation. In addition, whilst these provisions are binding in an Irish court which would be the primary venue for an action to enforce a debt against the Company, these provisions have not been tested in other jurisdictions, and there remains a possibility that a creditor might seek to attach or seize assets of one Fund in satisfaction of an obligation owed in relation to another Fund in a jurisdiction which would not recognise the principle of segregation of liability between Funds.

Valuation Risk

A Fund may invest some of its assets in unquoted securities or instruments. Such investments or instruments will be valued at their probable realisation value estimated with care and good faith by the Directors or a competent person, firm or corporation (including the Investment Manager) selected by the Directors and approved for the purpose by the Custodian. 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.

Concentration Risk

A Fund may invest a relatively large percentage of its assets in issuers located in a single country, a small number of countries, or a particular geographic region. In these cases, the Fund's performance will be closely tied to the market, currency, economic, political, or regulatory conditions and developments in that country or region or those countries, and could be more volatile than the performance of more geographically-diversified funds.

In addition, a Fund may concentrate its investments in companies in a particular industry, market or economic sector. When a Fund concentrates its investments in a particular industry, market or economic sector, financial, economic, business, and other developments affecting issuers in that industry, market or sector will have a greater effect on the Fund than if it had not concentrated its assets in that industry, market or sector.

Further, investors may buy or sell substantial amounts of a Fund's shares in response to factors affecting or expected to affect a particular country, industry, market or sector in which the Fund concentrates its investments, resulting in abnormal inflows or outflows of cash into or out of the Fund. These abnormal inflows or outflows may cause the Fund's cash position or cash requirements to exceed normal levels, and consequently, adversely affect the management of the Fund and the Fund's performance.

Cybersecurity Risk

As part of their business, the Company's delegates process, store and transmit electronic information, including information relating to the transactions of the Company and its Funds and personally identifiable information of the Shareholders. The Company's delegates have procedures and systems in place to

protect such information and prevent data loss and security breaches. However, such measures cannot provide absolute security. The techniques used to obtain unauthorised access to data, disable or degrade service, or sabotage systems change frequently and may be difficult to detect for long periods of time. Hardware or software acquired from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Network connected services provided by third parties to the Company's delegates may be susceptible to compromise, leading to a breach of the Company's delegates' networks. The systems or facilities of the Company's delegates may be susceptible to employee error or malfeasance, government surveillance, or other security threats. Online services provided by the Company's delegates to Shareholders may also be susceptible to compromise. Breach of the Company's delegates' information systems may cause information relating to the transactions of the Company and its Funds and personally identifiable information of the Shareholders or other persons to be lost or improperly accessed, used or disclosed. The Company's delegates' service providers may be subject to the same electronic information security threats as the Company's delegates. If a service provider fails to adopt or adhere to adequate data security policies, or in the event of a breach of its networks, information relating to the transactions of the Company and its Funds and personally identifiable information of the Shareholders or other persons may be lost or improperly accessed, used or disclosed. The loss or improper access, use or disclosure of the Company's delegates' proprietary information may cause the Company's delegates and the Company and its Funds to suffer, among other things, financial loss, the disruption of its business, liability to third parties, regulatory intervention or reputational damage. Any of the foregoing events could have a material adverse effect on the Company, its Funds and Shareholders' investments therein.

Short Selling Risk

UCITS are permitted to create synthetic short positions through the use of FDIs. A short sale means any sale of a security which the seller does not own at the time of entering into the agreement to sell including such a sale where at the time of entering into the agreement to sell the seller has borrowed or agreed to borrow the security for delivery at settlement. The seller sells the borrowed or agreed to be borrowed securities in anticipation of a decline in price of the relevant security. The benefit to the seller where the value of the security declines is the difference between the price at which the security is sold and the cost of repurchasing the borrowed security in order to return it to the person from whom it was borrowed. A synthetic short position allows a Fund to achieve a similar economic outcome without short selling the physical securities. Synthetic short selling may be achieved through the use of a variety of FDIs including contracts for differences, futures and options. Please refer to Appendix III for further details in relation to the risks attached to trading each of these FDIs.

Short Selling Regulations

Pursuant to the European Union (Short Selling) Regulations 2012 (SI No. 340/2012) implementing the Regulation (EU) No. 236/2012 of the European Parliament and of the Council of 14 March 2012, on short selling and certain aspects of credit default swaps (the "SSR"), information on net short positions, in shares admitted to trading on a trading venue in the EU (except where the principal trading venue of that instrument is outside the EU) or sovereign debt issued by a Member State or the EU, is required to be notified to the relevant competent authority as prescribed in the SSR and the delegated regulations adopted by the European Commission to supplement the SSR. In brief, under the SSR, a short position may be generated either by the short selling of physical shares or sovereign debt or by entering into a transaction relating to a financial instrument, other than shares or sovereign debt, where the effect is to confer a financial advantage on the person entering in to the transaction in the event of a decrease in the price or value of the relevant share or sovereign debt instrument. The term 'financial instrument' is defined by reference to Section C of Annex I to Directive 2004/39/EC ("MiFID") and includes Transferable Securities, Money Market Instruments, units in collective investment schemes and a broad range of derivatives referencing various underlying investments. Accordingly, the SSR notification requirements cover net short positions created by the use of FDIs such as options, futures, index-related instruments, contracts for differences and spread bets relating to shares or sovereign debt.

The SSR and the delegated regulations set out the deadlines by which notifications of net short positions must be made to the relevant competent authority and the thresholds at which a notification requirement is triggered. The thresholds, in the case of shares, are set by reference to the value of the short position relative to the issued share capital of the issuer and, in the case of sovereign debt, by reference to the total amount of outstanding issued sovereign debt. Depending on the value of the short position, notifications

may constitute private notifications to the relevant competent authority or public disclosure where information on net short positions notified will be available to the public.

In order to comply with the SSR, where a Fund is engaging in synthetic shorting of shares or sovereign debt, the Company must be aware of the notification and disclosure obligations under the SSR. Failure to adhere to the notification and disclosure requirements under the SSR could result in losses to the Company.

Compliance with the SSR and the delegated regulations may represent a significant increase in the administrative burden on the Company in respect of Funds impacted by the SSR with inevitable adverse cost implications.

Use of a Cash Account for Subscriptions and Redemptions.

Subscription and redemption monies, dividend income (if any) and any other cash flows to and from investors (the "Monies") are held by, and processed through, a cash account at the Depositary in the name of the relevant Fund (the "Cash Account"). Consequently, the Monies shall not be "investor money" pursuant to, and shall not have the protections afforded by, the Investor Money Regulations. An investor shall rank as a general unsecured creditor of the Fund to the extent of any obligation to pay or repay such Monies to the investor. Because the Monies are commingled with Fund assets and the Cash Account is subject to drawings on behalf of the relevant Fund in the course of its business, there is a risk of the Monies being spent by the Fund or the Investment Manager, and an increased reliance on the Administrator to properly record such Monies.

SECONDARY MARKET RISK:

Trading Risk

Even though the Shares are to be listed on one or more Relevant Stock Exchanges, there can be no certainty that there will be liquidity in the Shares on any Relevant Stock Exchange or that the market price at which the Shares may be traded on a Relevant Stock Exchange will be the same as or approximately equal to the Net Asset Value per Share. There can be no guarantee that once the Shares are listed on a Relevant Stock Exchange they will remain listed or that the conditions of listing will not change.

Trading in Shares on a Relevant Stock Exchange may be halted or suspended due to market conditions or for the reason that, in the Relevant Stock Exchange's view, trading in the Shares is inadvisable, or otherwise pursuant to the Relevant Stock Exchange's rules. If trading on a Relevant Stock Exchange is halted, investors in Shares may not be able to sell their Shares until trading resumes however such investors should, on the assumption that trading in the relevant Fund itself hasn't been suspended, be able to apply to the Company to redeem Shares in accordance with the provisions set out below.

Costs of Buying or Selling Shares

Investors buying or selling Shares in the secondary market will pay brokerage commissions or other charges determined and imposed by the applicable broker. Brokerage commissions are often a fixed amount and may be a significant proportional cost for investors seeking to buy or sell relatively small amounts of Shares. In addition, secondary market investors will incur the cost of the difference between the price that an investor is willing to pay for Shares (the "bid" price) and the price at which an investor is willing to sell Shares (the "ask" price). This difference in bid and ask prices is often referred to as the "spread" or "bid/ask spread." The bid/ask spread varies over time for Shares based on trading volume and market liquidity, and is generally lower if a Fund's Shares have more trading volume and market liquidity and higher if Shares have little trading volume and market liquidity. Further, increased market volatility may cause increased bid/ask spreads. Due to the costs of buying or selling Shares, including bid/ask spreads, frequent trading of Shares may significantly reduce investment results and an investment in Shares may not be advisable for investors who wish to trade regularly in relatively small amounts.

TAXATION RISKS:

Investors in the Shares should be aware that they may be required to pay income tax, withholding tax, capital gains tax, wealth tax, stamp taxes or any other kind of tax on distributions or deemed distributions of the Fund, capital gains within the Fund, whether or not realised, income received or accrued or deemed received within the Fund etc., and this will be according to the laws and practices of the country where the

Shares are purchased, sold, held or redeemed and in the country of tax residence or nationality of the Shareholder.

Investors should be aware of the fact that they might have to pay taxes on income or deemed income received by or accrued within a Fund. Taxes might be calculated based on income received and/or deemed to be received and/or accrued in the Fund in relation to the assets of a Fund, whereas the performance of the Fund, and subsequently the return investors receive after redemption of the Shares, might partially or fully depend on the performance of the Reference Index or Reference Asset. This can have the effect that the investor has to pay taxes for income and/or a performance which he does not, or does not fully, receive.

Investors who are in any doubt as to their tax position should consult their own independent tax advisors. In addition, investors should be aware that tax regulations and their application or interpretation by the relevant taxation authorities' change from time to time. Accordingly, it is not possible to predict the precise tax treatment, which will apply at any given time.

OECD Common Reporting Standard

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

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

Ireland and a number of other jurisdictions have entered or will enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the OECD. From 1 January 2016, the Company will be required to provide certain information to the Irish Revenue Commissioners about investors resident or established in jurisdictions which are party to CRS arrangements.

The Company, or a person appointed by the Company, will request and obtain certain information in relation to the tax residence of its shareholders or "account holders" for CRS purposes and (where applicable) will request information in relation to the beneficial owners of any such account holders. The Company, or a person appointed by the Company, will report the information required to the Irish Revenue Commissioners by 30 June in the year following the year of assessment for which a return is due. Irish Revenue will share the appropriate information with the relevant tax authorities in participating jurisdictions. Ireland introduced CRS Regulations in December 2015 and implementation of CRS among early adopting countries occurred with effect from 1 January 2016. Failure of the Company to comply with the requirements under the CRS could result in penalties.

FATCA

The United States and Ireland have entered into an intergovernmental agreement to implement FATCA (the "**Inter-Governmental Agreement**"). Under the Inter-Governmental Agreement, an entity classified as a Foreign Financial Institution (an "**FFI**") that is treated as resident in Ireland is expected to provide the Irish tax authorities with certain information on Shareholders. The Inter-Governmental Agreement provides for the automatic reporting and exchange of information in relation to accounts held in Irish "financial institutions" by US persons, and the reciprocal exchange of information regarding US financial accounts held by Irish residents. The Company will be treated as an FFI and provided it complies with the requirements of the Inter-Governmental Agreement and the Irish legislation, it should not be subject to FATCA withholding on any payments it receives and should not be subject to withholding on payments which it makes.

Although the Company will attempt to satisfy any obligations imposed on it to avoid the imposition of the FATCA withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a withholding tax as a result of the FATCA regime, the value of the Shares held by all Shareholders may be materially affected.

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

RISK FACTORS RELATING TO CHINA:

China market risk. A Fund may invest in China. Investing in the China market is subject to the risks of investing in emerging markets generally and the risks specific to the China market which involves a greater risk of loss than investment in more developed countries due to higher economic, political, social and regulatory uncertainty and risks linked to volatility and market liquidity.

Since 1978, the PRC government has implemented economic reform measures which emphasise decentralisation and the utilisation of market forces in the development of the Chinese economy, moving from the previous planned economy system. However, many of the economic measures are experimental or unprecedented and may be subject to adjustment and modification. Any significant change in PRC's political, social or economic policies may have a negative impact on investments in the China market.

Chinese accounting standards and practices may deviate significantly from international accounting standards. The settlement and clearing systems of the Chinese securities markets may not be well tested and may be subject to increased risks of error or inefficiency.

Investments in equity interests of Chinese companies may be made through China A-Shares, B-Shares and H-Shares. The PRC securities market has in the past experienced substantial price volatility, and there is no assurance that such volatility will not occur in future.

Investment in RMB denominated bonds may be made in or outside the PRC. As the number of these securities and their combined total market value are relatively small compared to more developed markets, investments in these securities may be subject to increased price volatility and lower liquidity.

Investors should also be aware that changes in the PRC taxation legislation could affect the amount of income which may be derived, and the amount of capital returned, from the investments of the relevant Fund. Laws governing taxation will continue to change and may contain conflicts and ambiguities.

Foreign exchange control risk. The Renminbi is not currently a freely convertible currency and is subject to exchange control imposed by the Chinese government. Such control of currency conversion and movements in the Renminbi exchange rates may adversely affect the operations and financial results of companies in the PRC.

Renminbi exchange risk. Starting from 2005, the exchange rate of the Renminbi is no longer pegged to the US dollar. The Renminbi has now moved to a managed floating exchange rate based on market supply and demand with reference to a basket of foreign currencies. The daily trading price of the Renminbi against other major currencies in the inter-bank foreign exchange market would be allowed to float within a narrow band around the central parity published by the People's Bank of China. As the exchange rates are based primarily on market forces, the exchange rates for Renminbi against other currencies, including US dollars and Hong Kong dollars, are susceptible to movements based on external factors. It should be noted that the Renminbi is currently not a freely convertible currency as it is subject to foreign exchange control policies of the Chinese government. The possibility that the appreciation of Renminbi will be accelerated cannot be excluded. On the other hand, there can be no assurance that the Renminbi will not be subject to devaluation. In particular, there is no guarantee that the value of Renminbi against the investors' base currencies (for example HKD) will not depreciate. Any devaluation of the Renminbi could adversely affect the value of investors' investments in the relevant Fund. Investors whose base currency is not the Renminbi may be adversely affected if the Renminbi depreciates against the base currency of holding of the investors in that such investors' investments may be worth less when they exchange Renminbi back to their base currency.

Further, the PRC government's imposition of restrictions on the repatriation of Renminbi out of China may limit the depth of the Renminbi market in Hong Kong and reduce the liquidity of the relevant Fund. Any delay in repatriation of Renminbi may result in delay in payment of redemption proceeds to the redeeming Unitholders. The Chinese government's policies on exchange control and repatriation restrictions are subject to change, and the Fund's or the investors' position may be adversely affected.

PRC tax considerations. The following summary of PRC taxation is of a general nature, for information purposes only, and is not intended to be an exhaustive list of all of the tax considerations that may be relevant to a decision to purchase, own, redeem or otherwise dispose of Units. This summary does not constitute legal or tax advice and does not purport to deal with the tax consequences applicable to all

categories of investors. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, redeeming or disposing of Units both under the laws and practice of PRC and the laws and practice in force in PRC at the date of this Prospectus. The relevant laws, rules and practice relating to tax are subject to change and amendment (and such changes may be made on a retrospective basis). As such, there can be no guarantee that the summary provided below will continue to be applicable after the date of this Prospectus. Furthermore, tax laws can be subject to different interpretations and no assurance can be given that relevant tax authorities will not take a contrary position to the tax treatments described below.

By investing in securities issued by tax residents in the PRC (including without limitation China A-Shares and bonds) ("PRC Securities"), a Fund may be subject to withholding and other taxes imposed in the PRC.

(d) Corporate Income Tax ("CIT"):

If the Company or the relevant Fund is considered as a tax resident enterprise of the PRC, it will be subject to PRC CIT at 25% on its worldwide taxable income. If the Company or the relevant Fund is considered as a non-tax resident enterprise with an establishment or place of business ("PE") in the PRC, the profits attributable to that PE would be subject to CIT at 25%.

The Investment Manager intends to manage and operate the Company and the relevant Fund in such a manner that the Company and the relevant Fund should not be treated as tax resident enterprises of the PRC or non-tax resident enterprises with a PE in the PRC for CIT purposes, although due to uncertainty and potential changes to tax law or policies, this result cannot be guaranteed.

Several tax reforms have been introduced by the government of the PRC in recent years, and it is possible that the current tax rules will be revised or modified in the future. Any change in tax policy could lead to a reduction in after-tax profits for companies in the PRC on which a Fund's performances depend.

There is no specific rule governing taxes on capital gains derived by RQFIIs from trading of onshore PRC debt securities. Based on the current interpretation of the State Administration of Taxation and the local PRC tax authorities, gains derived by foreign investors (including RQFII) from investment in PRC debt securities should not be treated as PRC sourced income and thus should not be subject to PRC WIT. However, there are no written tax regulations issued by the PRC tax authorities to confirm that interpretation. As a matter of practice, such 10% PRC WIT on capital gains realised by non-PRC tax resident enterprises from the trading of these securities has not been enforced by the PRC tax authorities."

(e) Dividend and interest

According to the provisions of the PRC Corporate Income Tax Law (effective from 1 January 2008), dividends, premiums, interest and capital gains originating in the PRC and paid to a company that is not a PRC tax resident and has no permanent premises or establishment, are subject to a withholding income tax of 10%, unless a specific exemption or reduction is available under current PRC tax laws and regulations or relevant tax treaties.

In that respect, the Fund's income from interests, dividends and profit distributions of companies from PRC tax enterprise received by the Fund via RQFII is generally subject to PRC WIT at a rate of 10%, unless such WIT is subject to reduction or exemption in accordance with an applicable tax treaty signed with the PRC.

Under the PRC CIT Law, interests derived from government bonds issued by the in-charge Finance Bureau of the State Council and/or local government bonds approved by the State Council (which include the PRC Treasury Bonds) are exempt from PRC income tax.

(f) Capital gains

Caishui [2014] No.79 ("Circular 79") promulgated by the Ministry of Finance, State Administration of Taxation and the CSRC on 14 November 2014 states that (among other things) QFII and RQFII (which do not have an establishment or place of business in the PRC or have an establishment or place in the PRC but the income so derived in the PRC is not effectively connected with such establishment) will be temporarily exempt from corporate income tax on gains realised from the transfer of PRC equity investment assets (including A-Shares) effective from 17 November 2014.

(g) Value-added Tax ("VAT") and other surtaxes:

On 24 March 2016, the Ministry of Finance and the State Administration of Taxation jointly released Caishui [2016] No.36 ("Circular 36") on the transformation from Business Tax to VAT (the "B2V Reform"). The B2V Reform was officially implemented on 1 May 2016. Pursuant to Circular 36, gains realised by taxpayers from the trading of marketable securities would generally be subject to VAT at 6%.

Under Circular 36, gains realised by QFII from trading of PRC securities are exempted from VAT. In addition, interest received from government bonds and local government bonds are also exempted from VAT.

The VAT regulations do not specifically exempt VAT on interest earned by QFII / RQFII. Hence, interest on non-government bonds (including corporate bonds) in theory should be subject to 6% VAT.

Dividend income or profit distributions on equity investment derived from China are not included in the taxable scope of VAT.

In addition, urban maintenance and construction tax (currently at the rate ranging from 1% to 7%), educational surcharge (currently at the rate of 3%) and local educational surcharge (currently at the rate of 2%) (collectively the surtaxes) are imposed based on the VAT liabilities; i.e. if the Company is deemed liable for VAT, it will be required to pay these surtaxes. If VAT will be exempted based on the above, no corresponding surtaxes will be levied. However as indicated above, if this position were to change, then the surtaxes would apply, which would be a charge against the assets of the Fund and therefore would negatively impact on a Shareholders holding.

(h) Stamp duty:

Stamp duty under the PRC laws generally applies to the execution and receipt of all taxable documents listed in the PRC's Provisional Rules on Stamp Duty. Stamp duty is levied on the execution or receipt in China of certain documents, including contracts for the sale of China A- and B-Shares traded on the PRC stock exchanges. In the case of contracts for sale of China A- and B-Shares, such stamp duty is currently imposed on the seller but not on the purchaser, at the rate of 0.1%.

(i) Others tax uncertainty:

Various tax reform policies have been implemented by the PRC government in recent years, and existing tax laws and regulations may be revised or amended in the future. There is a possibility that the current tax laws, regulations and practice in the PRC will be changed with retrospective effect in the future and any such change may have an adverse effect on the asset value of the relevant Fund. Moreover, there is no assurance that tax incentives currently offered to foreign companies, if any, will not be abolished and the existing tax laws and regulations will not be revised or amended in the future. Any changes in tax policies may reduce the after-tax profits of the companies in the PRC which the relevant Fund invests in, thereby reducing the income from, and/or value of the Shares.

(j) Tax Provision:

In order to meet the potential tax liability on capital gains arising from disposal of PRC Securities, the Manager reserves the right to provide for withholding income tax on such gains and withhold the tax for the account of the Fund. The Manager will at the inception of the Fund decide whether the investment objectives and policies of the Fund would necessitate the making of tax provisions in respect of the Fund for the above tax obligations. Pursuant to Circular 79, the Manager will not make any WIT provision on the gross unrealised and realised capital gains derived from trading of China A-Shares through RQFII with effect from 17 November 2014.

There is a possibility of the PRC tax rules, regulations and practice being changed and taxes being applied retrospectively. There are also risks and uncertainties associated with the current PRC tax laws, regulations and practice. As such, there is a risk that taxes may be levied in future on the Fund for which no provision is made, which may potentially cause substantial loss to the Fund.

The Manager will closely monitor any further guidance by the relevant PRC and Hong Kong tax authorities and adjust the withholding policy of the relevant Fund accordingly. The Manager will act in the best interest of the Fund at all times.

With the uncertainties under the applicable PRC tax laws and the possibility of such laws being changed and taxes being applied retrospectively, any provision for taxation made by the Manager may be excessive or inadequate to meet actual PRC tax liabilities on gains derived from investments held by the Fund. Upon any future resolution of the abovementioned uncertainty or further changes to tax law or policies, the Manager will, as soon as practicable, make relevant adjustments to the amount of tax provision as it considers necessary. Investors should note that if provision for taxation is made, such provision may be excessive or inadequate to meet actual PRC tax liabilities on investments made by the Fund. As a result, investors may be advantaged or disadvantaged depending on the final rules of the relevant PRC tax authorities. If no provision for potential withholding tax is made and in the event that the PRC tax authorities enforce the imposition of such withholding tax in respect of the Fund's investment, the Net Asset Value of the Fund may be affected. As a result, redemption proceeds or distributions may be paid to the relevant Shareholders without taking full account of tax that may be suffered by the Fund, which tax will subsequently be borne by the Fund and affect the Net Asset Value of the Fund and the remaining Shares in the Fund. In this case, the then existing and new Shareholders will be disadvantaged from the shortfall.

On the other hand, if the provision is in excess of the final PRC tax liabilities attributable to the Fund, the excess will be distributed to the Fund and reflected in the Net Asset Value of the Fund. Notwithstanding the foregoing, please note that no Shareholders who have realised their Shares in the Company before the distribution of any excess provision to the Fund shall be entitled to claim in whatsoever form any part of the withholding amounts distributed to the Fund, which amount would be reflected in the Net Asset Value of the Fund. Therefore, Shareholders who have redeemed their Shares will be disadvantaged as they would have borne the loss from the overprovision for PRC tax.

Shareholders should seek their own tax advice on their tax position with regard to their investment in the Company and the Fund.

(k) Accounting and Reporting Standards:

Accounting, auditing and financial reporting standards and practices applicable to companies in the PRC may differ from those in countries that have more developed financial markets. These differences may lie in areas such as different valuation methods of the properties and assets of such companies, and the requirements for disclosure of information to investors of such companies.

Shareholders should seek their own tax advice on their tax position with regard to their investment in a Fund.

Government Intervention and Restriction. There may be substantial government intervention in the economy, including restrictions on investment in companies or industries deemed sensitive to relevant national interests.

Governments and regulators may also intervene in the financial markets, such as by the imposition of trading restrictions, a ban on "naked" short selling or the suspension of short selling for certain stocks. Further, intervention or restrictions by governments and regulators may affect the trading of China A-Shares or Shares of the relevant Fund. This may affect the operation and market making activities of a Fund, and may have an unpredictable impact on a Fund. This may also lead to an increased tracking error for the relevant Fund. Furthermore, such market interventions may have a negative impact on the market sentiment which may in turn affect the performance of the Fund. In worst case scenario, the investment objective of the relevant Fund cannot be achieved.

Economic, political and social risks. The economy of China has been in a state of transition from a planned economy to a more market oriented economy. In many respects it differs from the economies of developed countries, including the level of government intervention, its state of development, its growth rate, control of foreign exchange, and allocation of resources.

Political changes, social instability and adverse diplomatic developments in the PRC could result in the imposition of additional government restrictions, including expropriation or confiscatory taxation, foreign exchange control or nationalisation of property held by issuers of the underlying securities in which the relevant Fund invests. These factors could adversely affect the performance of the relevant Fund.

PRC law and regulations risk. The PRC's legal system is based on written statutes and, therefore, prior court decisions do not have binding legal effect, although they are often followed by judges as guidance. The PRC government has been developing a comprehensive system of commercial laws, and considerable progress has been made in promulgating laws and regulations dealing with economic matters such as corporate organization and governance, foreign investment, commerce, taxation and trade. However, enforcement of such laws and regulations may be uncertain and sporadic, and implementation and interpretation of such laws and regulations may be inconsistent. The PRC's judiciary is relatively inexperienced in enforcing the existing laws and regulations, leading to a higher than usual degree of uncertainty as to the outcome of any litigation. Even where adequate laws exist in the PRC, it may be difficult to obtain swift and equitable enforcement of such laws, or to obtain enforcement of a judgment by a court of another jurisdiction. The introduction of new Chinese laws and regulations and the interpretation of existing ones may be subject to policy changes reflecting domestic political or social changes. The regulatory and legal framework for capital markets and joint stock companies in the PRC may not be as well developed as those of developed countries. PRC laws and regulations affecting securities markets are relatively new and evolving. As the PRC's legal system develops, there can be no assurance that changes in such legislation or interpretation thereof will not have an adverse effect upon the business and prospects of the relevant Fund's portfolio investments in China.

Risk Factors Not Exhaustive

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

CONSEQUENCES OF WINDING-UP PROCEEDINGS

If the Company fails for any reason to meet its obligations or liabilities, or is unable to pay its debts, a creditor may be entitled to make an application for the winding-up of the Company. The commencement of such proceedings may entitle creditors (including Approved Counterparties) to terminate contracts with the

Company (including Fund's assets) and claim damages for any loss arising from such early termination. The commencement of such proceedings may result in the Company being dissolved at a time and its assets (including the assets of all Funds) being realised and applied to pay the fees and expenses of the appointed liquidator or other insolvency officer, then in satisfaction of debts preferred by law and then in payment of the Company's liabilities, before any surplus is distributed to the Shareholders of the Company. In the event of proceedings being commenced, the Company may not be able to pay the full amounts anticipated by the Supplement in respect of any Fund.

DISRUPTION EVENTS

Upon the occurrence of a Disruption Event (including an Index Disruption and Adjustment Event as defined below, and without limitation to the Directors personal powers as further described herein)

- a) To the extent that the Fund has entered into FDIs, an Approved Counterparty (whether acting as the relevant Calculation Agent or otherwise) may either (i) terminate one or more of the relevant FDIs, or (ii) adjust the terms of the relevant FDIs held by the Fund to account for such event, including adjustment to or substitution of the Reference Index, the calculation of the Reference Index level or the valuation of the FDI (and, provided that the Investment Manager (and where appropriate the Approved Counterparty) considers that it is commercially reasonable to do so, the relevant Fund may continue to operate by using such formula for and method of calculating the Reference Index level last in effect prior to the occurrence of any such event with such adjustments as the Investment Manager may deem necessary for the purpose of continuing the operation of the relevant Fund), and such adjustment(s) may have a positive or negative impact on the Net Asset Value of the relevant Fund; and/or
- b) the Directors may temporarily suspend the calculation of the Net Asset Value and any subscription, redemption and exchange of Shares and payment of redemption proceeds in accordance with the provisions under the section "**Suspension of Calculation of Net Asset Value**" and/or
- c) if the Directors shall have resolved that it is impracticable or inadvisable for a Fund to continue to operate having regard to the market conditions (taking into account such disruption or adjustment event and the best interests of the Shareholders), the Directors shall terminate the Fund.

Any change of a Reference Index shall be subject to (i) the prior approval of the Shareholders of the relevant Fund by ordinary resolution; or (ii) shall be notified to Shareholders in the circumstances set out in section "Investment Objectives and Policies" above.

Certain events ("Index Disruption and Adjustment Events") may occur with respect to a Reference Index or the ability of an Approved Counterparty to perform its obligations under one or more derivative contracts. These events include, but are not limited to, those items in section "Investment Objectives and Policies" above and the events below:

- (i) the Reference Index is deemed to be inaccurate or does not reflect actual market developments;
- (ii) the Reference Index is permanently cancelled by the Index Provider;
- (iii) the Index Provider fails to calculate and announce the Reference Index level;
- (iv) the Index Provider makes a material change in the formula for or the method of calculating the Reference Index (other than a modification prescribed in that formula or method to maintain the calculation of the Reference Index level in the event of changes in the constituent components and weightings and other routine events);
- (v) the licence to use and reference the Reference Index by the Company is terminated;
- (vi) it becomes impossible or commercially unreasonable, in the determination of the Investment Manager, for the Approved Counterparty to continue to perform its obligations under the derivatives;

- (vii) to the extent the Fund has entered into FDIs, and / or options or futures contracts on the Reference Index where (a) the costs associated with the Approved Counterparty hedging its liability and obligations under the relevant FDIs and / or options or futures contracts on the Reference Index increase; or (b) the ability of the Approved Counterparty to hedge its liability becomes impaired or commercially unreasonable or impracticable; or
- (viii) if any law shall be passed or change in law is implemented which renders it illegal, impracticable or inadvisable to (a) continue to reference or replicate the relevant Reference Index; or (b) for the Approved Counterparty to continue to perform its obligations under one or more derivative contracts.

The provisions in this apply to Reference Assets in the same way as they apply to a Reference Index.

Further details of any risk factors which are applicable to a particular Fund are set out in the relevant Supplement. The risk factors set out in this Prospectus do not purport to be an exhaustive or complete explanation of all the risks. Investors should seek professional advice before investing.

6 SHARE DEALING

The Funds are exchange traded funds which means that the Shares of the Funds are listed and or admitted to trading on one or more stock exchanges. Certain brokers are authorised by the Company to subscribe and redeem Shares of the Funds directly with the Company in the Primary Market and they are referred to as "Authorised Participants". Such Authorised Participants generally have the capability to deliver the Shares of the Funds within the Recognised Clearing and Settlement Systems relevant to the stock exchanges on which the Shares are listed. Authorised Participants usually sell the Shares they subscribe on one or more stock exchanges, the Secondary Market, where such Shares become freely tradable. Potential investors who are not Authorised Participants can purchase and sell the Shares of the Funds on the Secondary Market through a broker/dealer on a recognised stock exchange or OTC. For further details of such brokers please visit etf.invesco.com.

The section titled "Share Dealing on the Primary Market" relates to subscriptions and redemptions between the Company and Authorised Participants. Investors who are not Authorised Participants should refer to the section below titled "Share Dealing on the Secondary Market".

SHARE DEALING ON THE PRIMARY MARKET

The Primary Market is the market on which Shares of the Funds are issued by the Company to Authorised Participants or redeemed by the Company from Authorised Participants. Only Authorised Participants are able to subscribe or redeem Shares on the Primary Market, except in exceptional circumstances as detailed below.

APPLICATIONS FOR SHARES

An investor (generally only an Authorised Participant) can subscribe for or redeem their Shares for cash on the relevant date. The details on the specific cash subscription and redemption procedures are set out below under the headings "**Cash Subscriptions and Redemptions**".

A Subscription Charge of up to 5% of the Initial Issue Price or the Net Asset Value per Share, as appropriate, may be charged by the Company for payment to the Manager on the issue of Shares, out of which the Manager may, for example, pay commission to any Authorised Participants and other financial intermediaries. The amount of the Subscription Charge, if any, will be set out in the relevant Supplement.

After the initial issue, Shares of all Classes will be issued at a price corresponding to the Net Asset Value per Share (plus any Subscription Charge) of the relevant Class. The Net Asset Value per Share of each Class in each Fund will be published in its respective Base Currency. Details of the Minimum Initial Subscriptions for each Fund and any charges are set out in the relevant Supplement.

Initial applications for Shares must be made in writing to the Company care of the Administrator using the Application Form. Application Forms may be obtained from the Company or the Administrator. Subsequent applications may be made in writing using a Subscription Form obtainable from the Company or the Administrator or by fax provided that all ongoing anti-money laundering and client identification checks are complete. The Directors have also decided that initial and subsequent subscription applications may be made by electronic means (via the Electronic Trade System) (provided that a duly completed Application Form is received for initial subscription applications and such electronic means are in accordance with the requirements of the Central Bank).

Shares may be subscribed at the Net Asset Value thereof together with associated Duties and Charges which may be varied to reflect the cost of execution.

Joint applicants must each sign the Application Form unless an acceptable power of attorney or other written authority is provided.

The Directors may restrict or prevent the ownership of Shares by any person, firm or corporate body, if in the opinion of the Directors such holding may be detrimental to the Company, if it may result in a breach of any law or regulation, whether Irish or foreign, or if as a result thereof the Company may become exposed to tax disadvantages or other financial disadvantages that it would not have otherwise incurred (such persons, firms or corporate bodies to be determined by the Directors being herein referred to as "**Prohibited Persons**"). In particular, the Directors have resolved to prevent the ownership of Shares by any United States Person other than pursuant to a transaction which does not violate US securities laws.

Persons who are “Benefit Plan Investors”, as defined in Section 3(42) of ERISA, will not be permitted to subscribe for Shares.

The Directors retain the right to offer only one Class of Shares for purchase by investors in any particular jurisdiction in order to conform to local law, custom or business practice. The Directors also reserve the right to adopt standards applicable to classes of investors or transactions that permit or require the purchase of a particular Class of Shares.

The Directors have delegated the authority to the Investment Manager (who must act reasonably and in good faith) the right to reject an Application (as defined in the Supplement) or to impose different maximum creation size requirements upon the occurrence of a Disruption Event or in other circumstances as will be more fully disclosed in the Supplement.

Activities which may adversely affect the interests of the Shareholders (for example, activities that disrupt the Company’s investment strategies or impact expenses for the Company) are not permitted. The Directors may, in their discretion, if they deem such activities adversely affect the interests of the Shareholders, take action as appropriate to deter such activities.

As with other Irish companies limited by shares, the Company is required to maintain a register of Shareholders. The Directors have resolved that Shares in the Funds may be issued in dematerialised (or uncertificated) form and that the Funds may apply for admission for clearing and settlement through a Recognised Clearing and Settlement System. As the Company is an Irish company, the operation of a clearing system in respect of these Shares is governed by the Companies Act 2014.

REDEMPTION OF SHARES

Shareholders wishing to have all or some of their Shares redeemed by the Company may make an application for redemption in writing, by fax using a Redemption Form (the physical form of which is obtainable from the Company, an Authorised Participant or the Administrator), or by electronic means (via the Electronic Trade System), provided that (i) payment shall be made to the account on record (any changes to the account on record may only be made upon receipt of original written instructions) (ii) an original Application Form has been received and all anti-money laundering and client identification checks are complete and (iii) that the Shareholder has requested this facility, or as the Directors have also decided, by electronic means (via the Electronic Trade System) to the Administrator. Applications must include details of the name of the Fund, Class of Share, the number of Shares or the amount the Shareholder wishes to have redeemed, the Shareholder’s details, the Shareholder’s account number and any other information required by the Redemption Form. Failure to provide any of this information may result in delay of the application for redemption whilst verification (which may be requested in writing) is sought from the Shareholder.

Written confirmations may be required by the Company and must be duly signed by all registered Shareholders, unless in the case of joint registered Shareholders, each such Shareholder has sole signing authority.

The Company is entitled to limit the number of Shares of any Fund redeemed on any Dealing Day to Shares representing not more than 10% of the Net Asset Value of that Fund on that Dealing Day. In this event, the limitation will apply pro rata, so that all Shareholders wishing to redeem their shareholding in that Fund on the relevant Dealing Day will realise the same proportion of their redemption request. Shares not redeemed but which would otherwise have been redeemed, will be carried forward for repurchase on the next Dealing Day and will be dealt with on a pro rata basis (as detailed above) together with redemption requests received subsequently. If requests for redemptions are so carried forward, the Administrator will inform the Shareholders affected.

The Articles contain special provisions with respect to a redemption request received from a Shareholder which would result in Shares representing more than 5% of the Net Asset Value of any Fund being redeemed by the Company on any Dealing Day. In such a case the Company, at the discretion of the Directors, may satisfy the redemption request in whole or in part by a distribution of investments of the relevant Fund in specie, provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders of that Fund. The assets to be transferred shall be selected at the discretion of the Investment Manager, subject to the approval of the Depositary, and taken at their value used in determining the repurchase price of the Shares being repurchased. Where a Shareholder requesting such repurchase receives notice of the Company’s intention to elect to satisfy the repurchase request by such a

distribution of assets, the Shareholder may require that the Company, instead of transferring those assets, arrange for their sale and the payment of the net proceeds of sale to that Shareholder.

CASH SUBSCRIPTIONS AND REDEMPTIONS

An investor (generally only an Authorised Participant) may subscribe for or redeem Shares for cash on each Dealing Day (except during any period in which the calculation of the Net Asset Value is suspended) as described below.

- (a) Procedures for Subscriptions or Redemptions for Cash: Applications for cash subscriptions or redemptions will be made with effect from a Dealing Day in respect of applications received on or prior to the Dealing Deadline. Dealing Days, Dealing Deadlines and the relevant Minimum Initial Subscription and Minimum Redemption Amount relating to each Fund are specified in the relevant Supplement. Applications received after the Dealing Deadline for the relevant Dealing Day shall, unless the Manager shall otherwise agree and provided they are received before the Valuation Point for the relevant Dealing Day, be deemed to have been rejected by the Manager and the applicant will be required to submit the application for subscription prior to the Dealing Deadline of the next Dealing Day. Applications for subscription will be irrevocable unless the Manager otherwise agrees. If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Depositary, agree to designate additional Dealing Days and Valuation Points in respect of those Dealing Days for the purchase of Shares relating to any Fund which will be open to all Shareholders. Shareholders will be notified in advance of any such additional Dealing Days.

Shareholders wishing to subscribe or redeem Shares for cash may do so by notifying the Company or the Administrator of (i) the Shareholder's wish to subscribe or redeem in cash; and (ii) details of the Shareholder's bank account in which the subscription amount or redemption proceeds, denominated either in the Base Currency of the Fund or the local currency, are to be debited or credited, respectively. Delivery instructions are available from the Administrator upon written request.

Normally Shareholders wishing to make a cash redemption must also make arrangement for the transfer of their Shares into the Company's account at a Recognised Clearing and Settlement System. On a redemption, the Depositary will release cash at the instruction of the Administrator.

Cash subscriptions must be received by the relevant Settlement Date. The Company and the Manager reserve the right, in their sole discretion, to require the applicant to indemnify the Company against any losses, costs or expenses arising as a result of a Fund's failure to receive payment by the relevant Settlement Date.

- (b) Payment Procedures for Redemptions for Cash: Payment for Shares redeemed will be effected by the Settlement Date as specified in the Supplement for the relevant Fund (assuming the Shares have been transferred into the Company's account at a Recognised Clearing and Settlement System). Redemption proceeds in either the Base Currency of the Fund or other local currency will be paid by electronic transfer to the appropriate bank account as notified by the redeeming Shareholder. The cost of any transfer of proceeds by electronic transfer will be deducted from such proceeds.

The redemption proceeds will be paid net of any Redemption Charge and any electronic transfer costs. Shareholders are reminded that, because of market fluctuations, transaction fees and other factors, the redemption proceeds can be higher or lower than the initial subscription amount.

DIRECTED CASH DEALINGS

If any request is made by an Authorised Participant to execute underlying security trades and/or foreign exchange with respect to Share dealings in a way that is different than normal and customary convention, and where provided for in the relevant supplement, the Investment Manager will use reasonable endeavours to satisfy such request if possible but the Investment Manager will not accept any responsibility or liability if the execution request is not achieved in the way requested for any reason whatsoever.

If any Authorised Participant making a cash subscription or redemption wishes to have the underlying securities relating to their subscription or redemption traded with a particular designated broker (i.e. a

directed cash subscription or redemption), the Authorised Participant would need to specify such instructions in its dealing request. The Investment Manager may at its sole discretion (but shall not be obliged to) transact for the underlying securities with the designated broker for the purpose of the subscription or redemption. Authorised Participants that wish to select a designated broker are required, prior to the Investment Manager transacting the underlying securities, to contact the relevant portfolio trading desk of the designated broker to arrange the trade.

If an application resulting in a creation is accepted as a directed cash subscription, as part of the Authorised Participant's settlement obligations, the Authorised Participant would be responsible for (i) ensuring that the designated broker transfers to the Fund (via the Depositary) the relevant underlying securities, and (ii) paying the fees and costs charged by the designated broker for selling the relevant underlying securities to the Fund plus any associated taxes and charges, including foreign exchange costs, to reflect the cost of execution.

If a dealing request resulting in a redemption is accepted as a directed cash redemption, the Authorised Participant is responsible for ensuring that the designated broker purchases the relevant underlying securities from the Fund. The Authorised Participant will receive the price paid by the designated broker for purchasing the relevant underlying securities from the Fund, less any associated taxes and charges, including foreign exchange costs, to reflect the cost of execution.

The Company and/or the Investment Manager will not be responsible, and shall have no liability, if the execution of the underlying securities with a designated broker and, by extension, an Authorised Participant's subscription or redemption order, is not carried out due to an omission, error, failed or delayed trade or settlement on the part of the Authorised Participant or the designated broker. Should an Authorised Participant or the designated broker to which the Authorised Participant directed the underlying securities transaction default on, delay settlement of, or change the terms of, any part of the underlying securities transaction, the Authorised Participant shall bear all associated risks and costs, including costs incurred by the Company and/or the Investment Manager as a result of the delay to the underlying securities transaction. In such circumstances, the Company and the Investment Manager have the right to transact with another broker and to amend the terms of the Authorised Participant's subscription or redemption, including the subscription price and/or redemption proceeds, to take into account the default, delay and/or the change to the terms.

FORM OF THE SHARES AND REGISTER

The Shares shall be issued in the form of Registered Shares. Registered Shares may be represented by a Global Share Certificate.

- (a) Registered Shares: The Shares can be issued in registered form and the Shareholders' register is conclusive evidence of the ownership of such Shares. In respect of Registered Shares, fractions of Shares will be issued and rounded up or rounded down to the nearest whole Share unless otherwise provided in the relevant Supplement. Any rounding may result in a benefit for the relevant Shareholder or Fund.

Registered Shares shall be issued without share certificates. The uncertified form enables the Company to effect redemption instructions without undue delay.

- (b) Registered Shares represented by Global Share Certificates: Such Global Share Certificates will be issued in the name of the Company and deposited with the Clearing Agents or alternatively directly registered in the name of the relevant Clearing Agent. Global Share Certificates will be transferable in accordance with applicable laws and any rules and procedures issued by any Clearing Agent concerned with such transfer. Such Registered Shares represented by a Global Share Certificate are freely transferable subject to and in accordance with the rules of the relevant Clearing Agent. Shareholders who are not participants in such systems will only be able to transfer such Registered Shares represented by a Global Share Certificate through a financial intermediary who is a participant in the settlement system of the relevant Clearing Agent.

GENERAL PROVISIONS

The Directors reserve the right to reject any application in whole or in part. Furthermore, the Directors reserve the right at any time, without notice, to discontinue the issue and sale of Shares of any Fund of the Company.

No Shares will be issued during any period when the calculation of the Net Asset Value per Share of the relevant Fund is suspended pursuant to the Articles and as discussed herein under "Suspension of Calculation of Net Asset Value".

Notice of any such suspension will be given to applicants for Shares and applications made or pending during such suspension may be withdrawn by notice in writing received by the Company prior to the end of such suspension. Applications which are not withdrawn will be considered on the first Dealing Day following the end of the suspension period.

Measures provided for in Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended and supplemented from time to time) and the Criminal Justice Act 2013 which are aimed towards the prevention of money laundering may require detailed verification of each applicant's identity; for example an individual may be required to produce a duly certified copy of his passport or identification card together with evidence of his address such as a utility bill or bank statement and his date of birth. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business address of the directors of the company. The Manager and the Administrator each reserve the right to request such information as is necessary to verify the identity of an applicant and where applicable the beneficial owner pursuant to the Beneficial Ownership Regulations 2016 (SI 560 of 2016), or as otherwise required.

Depending on the circumstances of each application, a detailed verification may not be required where; (a) the investor makes payment from an account held in the applicant's name at a recognised financial institution, or (b) the application is made through a recognised intermediary, or (c) investment is made by a recognised intermediary or financial institution. These exceptions will only apply if the financial institution or intermediary referred to above is located in a country which has equivalent anti money laundering legislation to that in place in Ireland.

The Administrator reserves the right to request such information as is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and subscription monies.

COMPULSORY REDEMPTION

The Company may compulsorily repurchase all of the Shares of any Fund if the Net Asset Value of the relevant Fund is less than the Minimum Fund Size (if any) specified in the relevant Supplement.

The Company reserves the right to repurchase any Shares which are or become owned, directly or indirectly, by any individual under the age of 18 (or such other age as the Directors think fit) or if the holding of the Shares by any person is in breach of any law or requirement of any country or governmental authority or by virtue of which such person is not qualified to hold such Shares or might result in the Company or the relevant Fund incurring any liability to taxation or suffering other pecuniary legal or material administrative disadvantages which the Company or the relevant Fund might not otherwise have incurred, suffered or breached.

The Directors of each Fund will compulsorily redeem Shares held by a U.S. Person.

To the extent the Shares are not held in a Recognised Clearing and Settlement System, where Irish Taxable Persons acquire and hold Shares, the Company shall, where necessary for the collection of Irish tax, repurchase and cancel Shares held by a person who is or is deemed to be an Irish Taxable Person or is acting on behalf of an Irish Taxable Person on the occurrence of a chargeable event for taxation purposes and to pay the proceeds thereof to the Irish Revenue Commissioners.

EXCHANGE OF SHARES

Where provided for in the relevant Supplement, Shareholders will be able to apply to exchange on any Dealing Day all or part of their holding of Shares of any Class of one Fund (the "**Original Class**") for Shares of another Class in a separate Fund which is being offered at that time (the "**New Class**") provided that all the criteria for applying for Shares in the New Class have been met, by giving notice to the Administrator on behalf of the Company on or prior to the Dealing Deadline for the relevant Valuation Point. The Manager however may at its sole discretion agree to accept requests for exchange received after that time provided they are received prior to the relevant Valuation Point. The Manager may not be able to exercise this discretion in all circumstances, for example where requests for exchanges of Shares

are made via dealing platforms or other electronic means. In such cases, requests for exchange received after the Dealing Deadline may be rejected. Shareholders making requests for exchanges via dealing platforms or other electronic means are reminded that they must refer to the provider of the dealing platform or electronic means for the procedures that apply to such trading arrangements.

The general provisions and procedures relating to redemptions will apply equally to exchanges. All exchanges will be treated as a redemption of the Shares of the Original Class and application of the net proceeds to the purchase of Shares of the New Class, based upon the then current issue and Repurchase Prices of Shares in each Fund. The Articles allow for an exchange fee of up to 3% of the total Repurchase Price of the Shares of the Original Class redeemed to be charged, and the Directors, in their sole discretion, reserve the right to impose such fee within this limit as shall be set out in the Supplement in respect of each Fund.

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

$$S = \frac{[Rx(RPxER)] - F}{SP}$$

where:

- R = the number of Shares of the Original Class to be exchanged;
- S = the number of Shares of the New Class to be issued;
- RP = the Repurchase Price per Share of the Original Class as at the Valuation Point for the relevant Dealing Day;
- ER = in the case of an exchange of Shares designated in the same Base Currency is 1. In any other case, it is the currency conversion factor determined by the Directors on or about the Valuation Point for the relevant Dealing Day as representing the effective rate of exchange applicable to the transfer of assets relating to the Original and New Classes of Shares after adjusting such rate as may be necessary to reflect the effective costs of making such transfer;
- SP = the issue price per Share of the New Class as at the Valuation Point for the relevant Dealing Day; and
- F = the exchange charge, if any payable to the Company, or as it may direct, on the exchange of Shares.

Where there is an exchange of Shares, Shares of the New Class will be allotted and issued in respect of and in proportion to the Shares of the Original Class in the proportion S to R.

Shares may not be exchanged for Shares in a different Fund during any period when the calculation of the Net Asset Value of either of the relevant Funds is suspended in the manner described under "**Suspension of Calculation of Net Asset Value**" below. Applicants for exchange of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

When requesting the exchange of Shares as an initial investment in a Fund, Shareholders should ensure that the value of the Shares exchanged is equal to or exceeds the Minimum Initial Subscription for the relevant New Class specified in the relevant Supplement. In the case of an exchange of a partial holding only, the value of the remaining holding must also be at least equal to the Minimum Holding for the Original Class.

Where an exchange of Shares is permitted, further details will be outlined in the relevant Supplement.

The Administrator will at the discretion of the Fund arrange for any necessary currency transaction, at prevailing exchange rates, required if there is an exchange of Shares of any Class of a Fund for Shares of the same Class in another Fund. Any such currency transaction may be effected with the Depositary and

will be at the applicant's cost. Currency exchange transactions may delay any dealing in Shares as any foreign exchange transaction may be delayed until cleared funds have been received. This foreign exchange transaction will be arranged by the Administrator at the risk of the relevant investor.

7 SHARE DEALING ON THE SECONDARY MARKET

Shares may be purchased or sold on the Secondary Market by all investors through a relevant recognised stock exchange on which the Shares are admitted to trading, or OTC.

All investors wishing to purchase or sell Shares of a Fund on the Secondary Market should place their orders via their broker. Investors who invest in a Fund through a broker/dealer may not, from a clearing perspective, be recorded as a Shareholder on the register of Shareholders as the Shares may be held in a nominee name. Such investors will, however, have rights as a beneficial holder of the relevant Shares. Orders to purchase Shares in the Secondary Market through the recognised stock exchanges, or OTC, may incur brokerage and/or other costs which are not charged by the Company and over which the Company and the Manager has no control. Such charges are publicly available on the recognised stock exchanges on which the Shares are listed or can be obtained from stock brokers.

Investors may redeem their Shares through an Authorised Participant by selling its Shares to the Authorised Participant (directly or through a broker).

ON EXCHANGE

It is the intention of the Company that certain of its Funds, through the listing and/or admittance to trading of its Shares on one or more Relevant Stock Exchanges, will be ETFs. Upon such listings there is an expectation that members of the Relevant Stock Exchanges will act as market makers and provide offer and bid prices at which the Shares can be purchased or sold, respectively, by investors in accordance with the requirements of the Relevant Stock Exchange. The spread between such bid and offer prices is typically monitored by the Relevant Stock Exchanges. Certain Authorised Participants who subscribe for Shares may act as market makers; other Authorised Participants are expected to subscribe for Shares in order to be able to offer to buy Shares from or sell Shares to their customers as part of their broker/dealer business. Through such Authorised Participants being able to subscribe for or redeem Shares, a liquid and efficient secondary market may develop over time on one or more Relevant Stock Exchanges and/or other stock exchanges as they meet secondary market demand for such Shares. Through the operation of such a secondary market, persons who are not Authorised Participants will be able to buy Shares from or sell Shares to other secondary market investors or market makers, broker/dealers, or other Authorised Participants at prices which should approximate, after currency conversion, the Net Asset Value of the Shares. Investors should be aware that on days other than Business Days or Dealing Days of a Fund when one or more markets are trading Shares but the underlying Market(s) on which the Reference Index or Reference Asset of the Fund are traded are closed, the spread between the quoted bid and offer prices in the Shares may widen and the difference between the market price of a Share and the last calculated Net Asset Value per Share may, after currency conversion, increase. The settlement of trades in Shares on Relevant Stock Exchanges will be through the facilities of one or more Recognised Clearing and Settlement Systems following applicable procedures which are available from the Relevant Stock Exchanges. Investors should also be aware that on such days the Reference Index or Reference Asset value would not necessarily be calculated and available for investors in making their investment decisions because prices of Reference Index or Reference Asset securities in the underlying Market(s) would not be available on such days. Nonetheless, one or more Relevant Stock Exchanges may provide a calculation of such Reference Index or Reference Asset based upon trading, if any, of such Reference Index or Reference Asset securities on marketplaces other than the underlying Market(s). Further details of the Relevant Stock Exchanges for each Fund are set out in the relevant Supplement.

INTRA-DAY PORTFOLIO VALUE

The Investment Manager may at its discretion make available, or may designate other persons to make available on its behalf, on each Business Day, an intra-day portfolio value or "iNAV" for one or more Funds. If the Investment Manager makes such information available on any Business Day, the iNAV will be calculated based upon information available during the trading day or any portion of the trading day, and will ordinarily be based upon the current value of the assets/exposures of the Fund in effect on such Business Day, together with any cash amount in the Fund as at the previous Business Day. The Investment Manager will make available an iNAV if this is required by any Relevant Stock Exchange.

Any iNAV is not, and should not be taken to be or relied on as being, the value of a Share or the price at which Shares may be subscribed for or redeemed or purchased or sold on any Relevant Stock Exchange.

In particular, any iNAV provided for any Fund where the constituents of the Reference Index or Reference Asset are not actively traded during the time of publication of such iNAV may not reflect the true value of a Share, may be misleading and should not be relied on. The inability of the Investment Manager or its designee to provide an iNAV, on a real-time basis, or for any period of time, will not in itself result in a halt in the trading of the Shares on a Relevant Stock Exchange, which will be determined by the rules of the Relevant Stock Exchange in the circumstances. Investors should be aware that the calculation and reporting of any iNAV may reflect time delays in the receipt of the relevant constituent securities prices in comparison to other calculated values based upon the same constituent securities including, for example, the Reference Index or Reference Asset itself or the iNAV of other ETFs based on the same Reference Index or Reference Asset. Investors interested in subscribing for or redeeming Shares on a Relevant Stock Exchange should not rely solely on any iNAV which is made available in making investment decisions, but should also consider other market information and relevant economic and other factors (including, where relevant, information regarding the Reference Index or Reference Asset, the relevant constituent securities and financial instruments based on the Reference Index or Reference Asset corresponding to the relevant Fund). None of the Company, the Directors, the Investment Manager, any Authorised Participant and the other service providers shall be liable to any person who relies on the iNAV.

PORTFOLIO TRANSPARENCY

Information on the calculation methodology, including the exact details of each Fund's Reference Index is available on the Website.

SECONDARY MARKET REDEMPTIONS

Shares in the relevant Fund which are purchased on the Secondary Market cannot usually be redeemed directly from the Company. Investors normally sell their Shares on the Secondary Market with the assistance of an intermediary (e.g. a stockbroker or other investment broker) and may incur fees for investing in this manner. In addition, please note that such investors may pay more than the current Net Asset Value per Share when purchasing Shares on the secondary market and may receive less than the current Net Asset Value when selling their shareholding. As the Shares may be dealt in by means of subscription and redemption, the Directors consider that large discounts or premiums in the Net Asset Value of a Fund would not be sustainable.

However where the value of the Shares quoted on the Secondary Market significantly differs or varies from the current Net Asset Value per Share, investors who hold their shares through a Secondary Market will be permitted to redeem their shareholding directly from the Company. For example, this may apply in cases of market disruption such as the absence of a market maker.

In such situations, information will be communicated to the regulated market indicating that the Company is open for direct redemptions from Secondary Market investors. Such Secondary Market investors should refer to Section 8 above of the Prospectus ("Share Dealing on the Primary Market") for details on how to process such redemption requests.

Only the actual costs of providing this facility (i.e. those costs associated with liquidating any underlying positions) will be charged to such Secondary Market investors and in any event, the fees in respect of any such redemptions shall not be excessive. However any such Secondary Market investor requesting buyback of its Shares may be subject to taxes as applicable, including any capital gains taxes or transaction taxes. Therefore it is recommended that prior to making such a request, the Shareholder seeks professional tax advice in relation to the implications of the buyback under the laws of the jurisdiction in which they may be subject to tax.

Shares bought back from investors who are not Authorised Participants will be redeemed in cash. Payment is subject to the investor having first completed any required identification and anti-money laundering checks.

8 ISSUE AND REPURCHASE PRICES/CALCULATION OF NET ASSET VALUE/VALUATION OF ASSETS

The Initial Issue Price for Shares of each Fund shall be the amount(s) set out in the Supplement for the relevant Fund.

The price at which Shares of any Fund will be issued on a Dealing Day, after the initial issue, is calculated by ascertaining the Net Asset Value of the relevant Fund (i.e. the value of the assets of the Fund having deducted the liabilities of the Fund therefrom) as at the Valuation Point for that Fund for the relevant Dealing Day. The Net Asset Value per Share of the relevant Fund is calculated by dividing the Net Asset Value of the relevant Fund by the total number of Shares in issue in the Fund at the relevant Valuation Point and rounding the result to up to four decimal places or such other number of decimal places as may be determined by the Directors or their duly appointed delegate from time to time. Where applicable, the Net Asset Value per Share of each Class in a Fund is calculated by determining that portion of the Net Asset Value of the Fund which is attributable to the relevant Class and by dividing this sum by the total number of Shares of the relevant Class in issue at the relevant Valuation Point and rounding the resulting amount to up to four decimal places or such other number of decimal places as may be determined by the Directors or their duly appointed delegate from time to time. If a Fund has more than one Class of Share, additional fees may be charged against certain Classes, and details of such fees will be set forth in the Supplement for the relevant Fund. This may result in the Net Asset Value per Share of each Class being different. The Valuation Point for each Fund is set out in the Supplement for the relevant Fund.

The price at which Shares will be issued on a Dealing Day is, subject as hereinafter provided, the Net Asset Value per Share of the relevant Class which is calculated in the manner described above. The Company may, in calculating the issue price, include in the issue price in respect of each Fund, for its own account, a charge sufficient to cover stamp duties and taxation (if any) in respect of the issue of Shares. The Company may also add a charge in respect of fiscal and purchase charges. Applicants may also be charged a Subscription Charge as specified in the relevant Supplement.

The price at which Shares will be redeemed on a Dealing Day is subject as hereinafter provided, the Net Asset Value per Share of the relevant Class which is calculated in the manner described above. The Company may, in calculating the Repurchase Price, deduct from the Net Asset Value per Share a charge in respect of fiscal and sales charges. Applicants may also be charged a Redemption Charge as specified in the Supplements hereof.

The Company may, in calculating the Repurchase Price, deduct such sum as the Directors consider fair and which is approved by the Depositary in respect of redemption requests which necessitate the need for borrowing, the breaking of deposits at a penalty or the realisation of investments at a discount.

The Articles provide for the method of valuation of the assets and liabilities of each Fund.

- (a) Assets listed or traded on a recognised exchange (other than those referred to at (e) below) for which market quotations are readily available shall be valued at the closing or last known market price which for the purposes of the ICAV shall be understood to mean the closing mid-market price. Where a security is listed or dealt in on more than one recognised exchange, the relevant exchange or market shall be the principal or main stock exchange or market on which the security is listed or dealt on or the exchange or market which the Directors determine provides the fairest criteria in determining a value for the relevant investment. Assets listed or traded on a recognised exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that the Depositary shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.
- (b) The value of any instrument or 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 Directors or (ii) a competent person, firm or corporation (including the Investment Manager) selected by the Directors and approved for the purpose by the Depositary or (iii) any other means provided that the value is approved by the Depositary. 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 Directors or competent person (as approved by the Depositary) whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.

- (c) Cash (in hand or on deposit) will be valued at its nominal/face value plus accrued interest or less debit interest, where applicable, to the end of the relevant day on which the Valuation Point occurs.
- (d) Notwithstanding paragraph (a) above, units in collective investment schemes shall be valued at the latest available net asset value per unit or latest bid price as published by the relevant collective investment scheme or, if listed or traded on a recognised exchange, in accordance with (a) above.
- (e) Exchange-traded derivative instruments will be valued based on the settlement price as determined by the market where the instrument is traded. If such settlement price is not available, such value shall be calculated in accordance with (b) above, i.e. being the probable realisation value estimated with care and in good faith by a competent person appointed by the Directors (and approved for such purpose by the Depositary).
- (f) Notwithstanding the provisions of paragraphs (a) to (e) above:-
 - (i) The Directors or their delegate shall, at their discretion in relation to any particular Fund which is a short-term money market fund, have in place an escalation procedure to ensure that any material discrepancy between the market value and the amortised cost value of a money market instrument is brought to the attention of the Investment Manager or a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the requirements of the Central Bank.
 - (ii) Where it is not the intention or objective of the Directors to apply amortised cost valuation to the portfolio of the Fund as a whole, a money market instrument within such a portfolio shall only be valued on an amortised basis if the money market instrument has a residual maturity of less than 3 months and does not have any specific sensitivity to market parameters, including credit risk.
- (g) Notwithstanding the generality of the foregoing, the Directors may with the approval of the Depositary adjust the value of any investment if they consider that such adjustment is required to reflect the fair value in the context of currency, marketability, dealing costs and/or such other considerations which are deemed relevant. The rationale for adjusting the value must be clearly documented.
- (h) If the Directors deem it necessary, a specific investment may be valued under an alternative method of valuation approved by the Depositary and the rationale/methodologies used must be clearly documented.

Publication of Information

The current Net Asset Value will be notified to the Irish Stock Exchange immediately upon calculation and will be published on www.ise.ie

Furthermore, the current net Asset Value per Share for each Fund in its respective Base currency.

SUSPENSION OF CALCULATION OF NET ASSET VALUE

The Company may at any time temporarily suspend the calculation of the Net Asset Value of any Fund and the subscription, redemption or exchange of Shares and the payment of repurchase proceeds of any Class during (i) any period when any of the principal Markets on which a substantial part of the direct or indirect investments of the relevant Fund are quoted is closed, otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; (ii) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of investments of the relevant Fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders of the relevant Fund or if, in the opinion of the Directors, the Net Asset Value of the Fund cannot fairly be calculated; (iii) any breakdown in the means of communication normally employed in determining the price of any of the relevant Fund's investments and other assets or when for any other reason the current prices on any Market of any assets of the relevant Fund cannot be promptly and accurately ascertained; (iv) any period during which the Company is

unable to repatriate funds required for the purpose of making payments due on redemption of Shares of any Class in the relevant Fund or during which the transfer of funds involved in the acquisition or realisation of investments or payments due on redemption of Shares cannot, in the opinion of the Directors, be effected at normal prices or normal rates of exchange; or (v) any period where in the opinion of the Directors such suspension is justified having regard to the interests of the Company and/or the relevant Fund; (vi) following the circulation to the relevant Shareholders of a notice of a general meeting at which a resolution proposing to wind-up the Company or terminate the relevant Fund is to be considered. The Company will, whenever possible, take all reasonable steps to bring any period of suspension to an end as soon as possible.

Shareholders who have requested issue or redemptions of Shares of any Class or exchanges of Shares of one Fund to another will be notified of any such suspension in such manner as may be directed by the Directors and their requests will be dealt with on the first Dealing Day after the suspension is lifted. Any such suspension shall be notified immediately, and in any event within the same Business Day, to the Central Bank, to the competent authorities in any jurisdiction where the Company (and its relevant Funds) are registered for sale and to the Relevant Stock Exchanges (if any) where the Shares of the relevant Fund are listed. Details of any such suspension will also be notified to all Shareholders and will be published in a newspaper circulating in an appropriate jurisdiction to the extent required by law or practice.

LISTING ON A STOCK EXCHANGE

It is the intention of the Company certain of its Funds through having its Shares listed on one or more Relevant Stock Exchanges will qualify as an ETF. As part of those listings there is an obligation on one or more members of the Relevant Stock Exchange to act as market makers offering prices at which the Shares can be purchased or sold by investors. The spread between those purchase and sale prices may be monitored and regulated by the relevant stock exchange authority.

Unless otherwise stated in the Supplement for the relevant Fund, it is contemplated that application will be made to list the Shares of each Fund on Relevant Stock Exchanges.

The Company does not charge any transfer fee for purchases of Shares on the secondary market.

Orders to buy Shares through the Relevant Stock Exchanges can be placed via a member firm or stockbroker. Such orders to buy Shares may incur costs over which the Company has no control.

The approval of any listing particulars pursuant to the listing requirements of the Relevant Stock Exchange does not constitute a warranty or representation by such Relevant Stock Exchange as to the competence of the service providers or as to the adequacy of information contained in the listing particulars or the suitability of the Shares for investment or for any other purpose.

If the Directors decide to create additional Funds or Classes it may in its discretion apply for the Shares of such Funds to be listed on the Relevant Stock Exchange. For so long as the Shares of any Fund are listed on any Relevant Stock Exchange, the Fund shall endeavour to comply with the requirements of the Relevant Stock Exchange relating to those Shares. For the purposes of compliance with the national laws and regulations concerning the offering and/or listing of the Shares outside Ireland this document may have attached to it one or more documents setting out information relevant for the jurisdictions in which the Shares are offered for subscription.

Each Class of Shares of a Fund may be listed on one or more Relevant Stock Exchanges, further details of which will be set out in the relevant Supplement.

9 MANAGEMENT AND ADMINISTRATION

DIRECTORS OF THE COMPANY

The Directors of the Company are described below.

David Ng (Hong Kong resident)

David Ng is the Deputy Chief Operating Officer at the Investment Manager. David is responsible for driving the operational and infrastructure strategy to support the growth of the Investment Manager's business. He oversees Operations, Product Strategy, Client Solutions, IT and Trading at the Investment Manager.

Prior to his role at the Investment Manager, David was the Head of Business Controls and Management for South East Asia at Bank of America Merrill Lynch, responsible for the governance and business management of the Global Banking and Markets Businesses in the region. As part of the role, he managed the regulatory agenda, new business/product approvals and risk management agenda for the region. David was also on the management committees on Merrill Lynch Singapore, Bank of America Singapore Branch, Merrill Lynch Markets Singapore and Bank of America Securities Limited.

At Bank of America Merrill Lynch, David was also previously the Head of Asia Pacific Middle Office for Equities Execution Services which supported the Equities Cash, Index/ETF and Delta One businesses for Asia Pacific.

David had also worked in a number of large financial institutions such as Barclays Capital and Morgan Stanley in a variety of roles covering operations, middle office and finance. David started his career in Deloitte Australia as an auditor.

David holds a Bachelor of Computer Science and a Master of Applied Commerce (Accounting) from The University of Melbourne. He also holds a Master of Business Administration from the University of Chicago – Booth School of Business.

Ms. Helen Lingli Zhou (Hong Kong resident)

Ms Zhou was the Managing Director and Head of Client Solutions Group of CSOP Asset Management Limited, leading the firm's product development, investor services and marketing efforts from 2012 to 2015.

Prior to joining CSOP, Ms Zhou was an Executive Director at Goldman Sachs (Asia) LLC, where she was responsible for providing multi-asset solutions to the firm's institutional and intermediary clients in the Greater China region. Before that, she worked as an equity and fund derivatives sales at UBS Investment Bank since 2004. Ms Zhou started her career as a business reporter for Reuters News Agency.

She obtained her Master of Business Administration degree from the Hong Kong University of Science & Technology, and holds a Bachelor of Science degree in Systems Engineering from Tianjin University of China.

Mike Kirby (Resident in Ireland)

Mr Kirby is Managing Principal at KB Associates a firm which provides a range of advisory and project management services to the offshore mutual funds industry. He has over thirteen years' experience in the offshore funds industry. He has held senior positions at Bank of New York (previously RBS Trust Bank) (1995-2000) where he was responsible for the establishment and ongoing management of its Dublin operations and was also a Director of RBS's global custody operations in Jersey. Prior to this he was Vice President of product management & marketing global securities services with J P Morgan (previously Chase Manhattan Bank) (1993-1995) in London. Most recently (2000-2002) he was a Senior Vice President of MiFund Inc, a privately owned mutual funds supermarket incorporated in the USA, and Managing Director of MiFund Services Limited its wholly owned Irish subsidiary. Mr. Kirby holds a Bachelor of Commerce (Honours) Degree from University College Dublin and is a Fellow of the Institute of Chartered Accountants in Ireland. He is a founder member of the Dublin Funds Industry Association.

Feargal Dempsey (Resident in Ireland)

Mr Dempsey is an independent director and consultant to the ETF industry. He has held senior positions at Barclays Global Investors/BlackRock including Head of Product Strategy iShares EMEA, Head of Product Structuring iShares EMEA and Head of Product Governance. Previously he has also served as Head of Legal to ETF Securities and as a senior lawyer in Pioneer Investments. Mr Dempsey holds a BA(Hons) and an LLB(Hons) from University College Galway and was admitted to the Roll of Solicitors in Ireland in 1996 and to the England and Wales Law Society in 2005. He has served on the legal and regulatory committee of the IFIA and the ETF Working Group at EFAMA.

No Director has: (i) any unspent convictions in relation to indictable offences; or (ii) been bankrupt or the subject of a voluntary arrangement, or has had a receiver appointed to any asset of such Director; or (iii) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors' voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangement with its creditors generally or with any class of its creditors; or

(iv) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or (v) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or (vi) been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

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

The Company has delegated the day-to-day management and running of the Company in accordance with written policies approved by the Directors to the Manager and the Depositary. Consequently, all Directors of the Company are non-executive.

PROMOTER

The promoter of the Company is Invesco UK Services Limited (the “**Promoter**”). The Promoter also acts as promoter to Invesco Markets plc and Invesco Markets II plc. The Promoter was incorporated on 17 July 2008 and is registered as a limited company in England and Wales. The Promoter is authorised and regulated by the FCA (Registration Number 488610). The Promoter is a subsidiary of Invesco Holdings Limited which is a Cayman incorporated, Irish tax resident holding Company.

MANAGER

The Company has appointed Invesco Investment Management Limited to act as manager to the Company and each Fund with power to delegate one or more of its functions subject to the overall supervision and control of the Company. The Manager is a private limited company incorporated in Ireland on 27 July 2008 and is ultimately owned by Invesco Holdings Limited, a Cayman entity. The authorised share capital of the Manager is €10,000,000 with contributed capital of €2,500,000. The Manager is authorised and regulated by the Central Bank. The secretary of the Manager is MFD Secretaries Limited.

The Directors of the Manager are Feargal Dempsey, Gary Buxton, Barry McGrath, Mike Kirby and Anne-Marie King.

Pursuant to an exemption under the U.S. Commodity Futures Trading Commission (“**CFTC**”) regulations, the Manager is not required to register as a Commodity Pool Operator (“**CPO**”). As a result, the Manager will not be required to deliver a disclosure document (containing certain CFTC prescribed disclosure) and a certified annual report to the Company’s investors. A claim of exemption has been filed effectuating this exemption.

The Manager’s eligibility for the CFTC registration exemption with respect to the Company is set forth in Rule 4.13(a)(3) of the CFTC’s regulations, and is based on the fact that: (i) the offer and sale of Shares in the Company are exempt from registration under the Securities Act of 1933, as amended, and are not being offered through a public offering in the United States; (ii) each participant in the Company is a “qualified purchaser, as that term is defined in section 2(a)(51) of the 1940 Act or is a non-U.S. Person; (iii) either (a) the aggregate net notional value of the Company’s commodity interest positions does not exceed 100% of the liquidation value of the Company’s portfolio or (b) the aggregate initial futures margin and options premium required to establish the Company’s commodity interest positions does not exceed 5% of the liquidation value of the Company’s portfolio; and (iv) Shares in the Company are not marketed as or in a vehicle for trading in the commodity futures or commodity options markets.

INVESTMENT MANAGER

The Investment Manager of the Company is CSOP Asset Management Limited. The Investment Manager was established in January 2008 and is licensed to carry on Types 4 (Advising on Securities) and 9 (Asset Management) regulated activities under Part V of the Securities and Futures Ordinance.

The Investment Manager, a subsidiary of China Southern Asset Management Co. Limited, is the first Hong Kong subsidiary set up by mainland Chinese fund houses to carry out asset management and securities advisory activities in Hong Kong. The Investment Manager is dedicated to serving investors as a gateway for investment between China and the rest of the world. For inbound investment, the Investment Manager boasting local expertise makes the ideal adviser or partner of international investors. For outbound investment, it is keen to introduce suitable overseas investment opportunities to domestic Chinese institutional and retail investors.

The Investment Manager provides discretionary management services and advisory services to both institutional investors and investment funds.

The Investment Manager may appoint investment adviser(s) to provide investment advice to it in relation to any Fund. Details of investment advisers appointed in relation to a Fund (if any) and their remuneration will be stated in the relevant Supplement.

DEPOSITARY

Pursuant to the Depositary Agreement and for the purposes of and in compliance with the Regulations, the Depositary has been appointed as depositary to the Company and its Funds.

The Depositary was incorporated in Ireland on 29 November 1991 and is regulated by the Central Bank. The Depositary is an indirect wholly owned subsidiary of HSBC Holdings plc, a public limited company incorporated in England and Wales.

The Depositary provides services to the Company and each Fund as set out in the Depositary Agreement and, in doing so, shall comply with the Regulations.

The Depositary's duties include the following:-

- (i) safekeeping the assets of the Funds' which includes (i) holding in custody all financial instruments that may be held in custody in accordance with Regulations 34(4)(a) of the Regulations; and (ii) verifying the ownership of other assets and maintaining records accordingly, in each case in accordance with Regulation 34(4)(b) of the Regulations;
- (ii) ensuring that the Funds' cash flows are properly monitored and in particular that all payments made by or on behalf of investors for the subscription of Shares have been received and that all cash of the relevant Fund has been booked in cash accounts that are in accordance with Regulation 34(3) of the Regulations;
- (iii) ensuring that the sale, issue, redemption, repurchase and cancellation of each of the Shares is carried out in accordance with the Regulations and the Articles and that the valuation of the Shares are calculated in accordance with the Regulations and the Articles, and this Prospectus;
- (iv) carrying out the instructions of the Company and the Manager, unless they conflict with the Regulations or the Articles;
- (v) ensuring that in transactions involving the Funds' assets any consideration is remitted to the relevant Fund within the usual time limits;
- (vi) ensuring that the Funds' income is applied in accordance with the Regulations and the Articles;
- (vii) enquiring into the conduct of the Company in each accounting period and report thereon to the Shareholders. The Depositary's report shall state whether in the Depositary's opinion the Company and each Fund has been managed in that period:
 - 1) in accordance with the limitations imposed on the borrowing powers of the Company and relevant Fund by the Articles and by the Central Bank under the powers granted to the Central Bank by the Regulations;
 - 2) otherwise in accordance with the provisions of the Articles and the Regulations; and
 - 3) if the relevant Fund has not been managed in accordance with (1) or (2) above, the Depositary must state why this is the case and outline the steps which the Depositary has taken to rectify the situation.

The Depositary may delegate its safekeeping functions to one or more delegates in accordance with, and subject to the Regulations and on the terms set out in the Depositary Agreement. The performance of the safekeeping function of the Depositary in respect of certain of each Fund's assets has been delegated to the delegates and sub-delegates listed in Appendix IV. An up to date list of any such delegate(s) or sub-delegates is available from the Company on request. The Depositary will have certain tax information-gathering, reporting and withholding obligations relating to payments arising in respect of assets held by the Depositary or a delegate on its behalf.

Subject to the paragraph below, and pursuant to the Depositary Agreement, the Depositary will be liable to

the Company or any Fund Sub-Fund and its Shareholders for the loss of a financial instrument of the Company or Fund which is entrusted to the Depositary for safekeeping. The Depositary shall also be liable for all other losses suffered by the Company or the relevant Fund as a result of its negligence or intentional failure to properly fulfil its obligations under the Regulations.

The liability of the Depositary will not be affected by the fact that it has delegated safekeeping to a third party.

The Depositary shall not be liable for the loss of a financial instrument held in custody by the Depositary where the loss of the financial instrument arises as a result of an external event beyond the reasonable control of the Depositary, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. The Depositary shall not be liable for any indirect, special or consequential loss, to the extent permitted under the UCITS Requirements.

The Depositary's liability to the Shareholders of each Fund may be invoked directly or indirectly through the Company or the Manager on behalf of the relevant Fund provided this does not lead to duplication of redress or to unequal treatment of Shareholders.

Conflicts of Interest

From time to time actual or potential conflicts of interest may arise between the Depositary and its delegates, for example, and without prejudice to the generality of the foregoing, where an appointed delegate is an affiliated group company and is providing a product or service to the Company and has a financial or business interest in such product or service, or receives remuneration for other related products or services it provides to the Company. The Depositary maintains a conflict of interest policy to address this.

Potential conflicts of interest may arise from time to time from the provision by the Depositary and/or its affiliates of other services to the Company, the Manager and/or other parties. For example, the Depositary and/or its affiliates may act as the depositary, trustee and/or administrator of other funds. It is therefore possible that the Depositary (or any of its affiliates) may in the course of its business have conflicts or potential conflicts of interest with those of the Company, the Manager and/or other funds for which the Depositary (or any of its affiliates) act. Potential conflicts of interest may also arise between the Depositary and its delegates, for example where an appointed delegate is an affiliated group company which receives remuneration for another custodial service it provides to the Company. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws.

Where a conflict or potential conflict of interest arises, the Depositary will have regard to its obligations to the Company and/or the Manager and will treat the Company, the Manager and the other funds for which it acts fairly and such that, so far as is practicable, any transactions are effected on terms which are not materially less favourable to the Company and/or the Manager than if the conflict or potential conflict had not existed.

The Depositary in no way acts as guarantor or offeror of the Shares or any underlying investment. The Depositary is a service provider to the Company and has no responsibility or authority to make investment decisions, or render investment advice, with respect to the assets of the relevant Fund. Save as required by the Regulations, the Depositary is not responsible for, and accepts no responsibility or liability for, any losses suffered by the Company, any Fund or any Shareholders, as a result of any failure by the Company or the Investment Manager to adhere to the relevant Fund's investment objectives, policy, investment restrictions, borrowing restrictions or operating guidelines.

Up to date information regarding the name of the Depositary, any conflicts of interest and delegations of the Depositary's safekeeping functions will be made available to Shareholders on request.

The Depositary is a service provider to the Company and is not responsible for the preparation of this document or for the activities of the Funds and therefore accepts no responsibility for any information contained, or incorporated by reference, in this document.

ADMINISTRATOR

Pursuant to the Administration Agreement, HSBC Securities Services (Ireland) D.A.C. has been appointed by the Manager to act as the administrator of the Company.

The Administrator is responsible for, inter alia, the general administration of the Company, which includes acting as transfer agent in respect of the Authorised Participants and administrator of the Company responsible for performing the day-to-day administration of the Company, for providing fund accounting for the Company, including the calculation of the Net Asset Value of the Company and the Shares of the Company.

The Administrator was incorporated as a limited liability company in Ireland on 29 November 1991 and is authorised by the Central Bank of Ireland to act as an administrator of funds. The Administrator is an indirect wholly-owned subsidiary of HSBC Holdings plc, a public company incorporated in England and Wales.

The Administrator is entitled to be indemnified by the Company against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, legal costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the fraud, negligence or wilful misconduct on the part of the Administrator) which may be imposed on, incurred by or asserted against the Administrator as a result of or in connection with performing its obligations or duties.

The Administrator shall be entitled, without verification or further enquiry, to rely on pricing information in relation to specified investments held by the Company which is provided by price sources (set out in the Company's pricing policy) agreed by the Company with the Administrator, this document or, in the absence of any such stipulated price sources, any price sources upon which the Administrator may choose to rely. Without prejudice to the generality of the foregoing, the Administrator shall not be responsible or liable to any person for the valuation or pricing of any assets or liabilities of the Company (save as provided in the Services set out in the Administration Agreement) or for any inaccuracy, error or delay in pricing information supplied to the Administrator.

The Administrator will use reasonable endeavours to independently verify the price of any such assets or liabilities of the Company using its network of automated pricing services, brokers, market makers, intermediaries or other third parties.

In the absence of readily available independent pricing sources, the Administrator may rely solely upon any valuation or pricing information (including, without limitation, fair value pricing information) about any such assets or liabilities of the Company (including, without limitation, private equity investments) which is provided to it by: (a) the Manager, the Company's board of directors (or other governing body) or the Investment Manager; and/or (b) any valuer, third party valuation agent, intermediary or other third party which in each such case is appointed or authorised by the Manager, the Company's board of directors (or other governing body) or the Investment Manager (each of the foregoing to be approved by the Custodian for such purposes), to provide valuations or pricing information of the Company's assets or liabilities to the Administrator.

The Administrator in no way acts as guarantor or offeror of the Company's Shares or any underlying investment. The Administrator is a service provider to the Company and has no responsibility or authority to make investment decisions, or render investment advice, with respect to the assets of the Company. The Administrator is not responsible for, and accepts no responsibility or liability for any losses suffered by the Company or any investors in the Company as a result of any failure by the Company or the Investment Manager to adhere to the investment objective, policy, investment restrictions, borrowing restrictions, operating guidelines or other restrictions applicable to the Company. The Administrator will not participate in transactions or activities or make any payments denominated in US dollars, which, if carried out by a US person, would be subject to OFAC sanctions.

The Administrator shall not be liable or otherwise responsible for any loss suffered by any person other than losses resulting from fraud, negligence or wilful misconduct on the part of the Administrator or its affiliates by reason of, inter alia, (a) any act or omission of any person prior to the commencement date of the Administration Agreement, (b) any defect, error, inaccuracy, breakdown or delay in any pricing information provided to the Administrator by any third party service provider or automatic pricing services, and (c) any inaccuracy, error or delay in information provided to the Administrator by or for the Company or Investment Manager (including any broker, market maker or intermediary). The Administrator shall not otherwise be liable for any loss to the Company or any other person unless direct loss is sustained as a result of its fraud, negligence, wilful misconduct or the fraud, negligence or wilful misconduct of its affiliates.

Under the terms of the Administration Agreement, the Administrator is able to delegate certain of its functions and duties to the Administrator's affiliates.

The appointment of the Administrator may be terminated without cause by not less than ninety (90) days' notice in writing.

The Administrator is not responsible for the preparation or issue of this document other than with respect to the description above in respect of the Administrator.

AUTHORISED PARTICIPANTS

The Company has appointed several entities as Authorised Participants who are authorised to subscribe for and redeem Shares of a Fund on a cash basis.

PAYING AGENTS

Local laws or regulations in certain EEA jurisdictions may require that the Company appoints a local Paying Agent. The role of the Paying Agent may entail, for example maintaining accounts through which subscription and repurchase proceeds and dividends are paid. Investors who choose or are obliged under local regulations to pay/receive subscription/repurchase monies via the intermediary entity rather than directly to the Custodian or the Company bear a credit risk against that entity with respect to a) subscription monies and b) repurchase monies. The appointment of a Paying Agent (including a summary of the agreement appointing such Paying Agent) may be detailed in a Country Supplement.

Fees and expenses of Paying Agents, which will be at normal commercial rates, will be borne by the relevant Fund(s) Fees payable to the Paying Agents which are based on the Net Asset Value will be payable only from the Net Asset Value of the relevant Fund(s) attributable to the relevant Class(es), all Shareholders of which Class(es) are entitled to avail of the services of the Paying Agents.

Investors who do not themselves wish to be registered as Shareholders may use the services of a nominee. Where Shares are held through a nominee, those underlying investors who avail of the services of such nominee may be obliged to pay a fee directly to it in relation to the subscription, repurchase or conversion of Shares, details of which will be provided by the nominee.

10 IRISH TAXATION

The following statements are by way of a general guide to potential investors and Shareholders only and do not constitute tax advice. Shareholders and potential investors are therefore advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

Shareholders and potential investors should note that the following statements on taxation are based on advice received by the Directors regarding the law and practice in force in the relevant jurisdiction at the date of this Prospectus and proposed regulations and legislation in draft form. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely as the basis for and rates of taxation can fluctuate.

Taxation of the Company

The Company will be regarded as resident in Ireland for tax purposes provided that the Company is incorporated in Ireland and is not, by virtue of a double taxation treaty between Ireland and another country, regarded as resident in a country other than Ireland. The Company should be regarded as resident in Ireland for tax purposes if it is managed and controlled in Ireland and the Company is not regarded as resident elsewhere.

It is the intention of the Directors that the business of the Company will be conducted in such a manner as to ensure that it is Irish resident for tax purposes.

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

Notwithstanding the above, tax can arise for the Company in respect of Shareholders who are Irish Taxable Persons (generally persons who are resident or ordinarily resident in Ireland for tax purposes) on the happening of a “chargeable event” in the Company.

A chargeable event includes:

- a) a payment of any kind to Shareholders by the Company in respect of their Shares;
- b) any transfer, cancellation, encashment, redemption or repurchase of Shares; and
- c) any deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Shares or the appropriation or cancellation of Shares by the Company for the purposes of meeting the amount of tax payable on a gain arising on a transfer.

A “Relevant Period” means a period of eight years beginning with the acquisition of Shares by a Shareholder, and each subsequent period of eight years beginning immediately after the preceding relevant period,

No chargeable events will arise in respect of a Shareholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event provided that a Relevant Declaration is in place, in the form prescribed by the Irish Revenue Commissioners for the purpose of section 739D of the Taxes Act, and that the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

A chargeable event does not include:

- (i) any transaction in relation to Shares held in a recognised clearing system as designated by the order of the Irish Revenue Commissioners;
- (ii) any exchange by a shareholder effected by way of a bargain made at arm’s length by the Company, of shares of one class in the Company for Shares of another class in the Company;
- (iii) certain transfers of Shares between spouses or civil partners and former spouses or former civil partners

- (iv) an exchange of shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Company with another investment undertaking; or
- (v) the cancellation of Shares in the Company arising from an exchange in relation to a scheme of amalgamation (as defined in Section 739H(A) of the Taxes Act);
- (vi) an exchange of shares arising on a scheme of amalgamation (within the meaning of Section 739D(8C) of the Taxes Act) subject to certain conditions;
- (vii) any transaction in relation to, or in respect of, relevant Shares (as defined in Section 739B(2A) of the Taxes Act) in an investment undertaking whereby the transaction only arises by virtue of a change of court funds manager for that undertaking.

Equivalent Measures

The Taxes Act provides for measures commonly referred to as equivalent measures to amend the rules with regard to Relevant Declarations. No tax arises on an investment undertaking with regard to chargeable events in respect of a Shareholder who was neither Irish Resident nor Irish Ordinarily Resident at the time of the chargeable event, provided that a Relevant Declaration was in place and the Company 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 being in place there is a presumption that the investor is Irish Resident or Irish Ordinarily Resident.

Further provisions permit the above exemption in respect of Shareholders who are not Irish Resident nor Irish Ordinarily Resident to apply where the investment undertaking is not actively marketed to such investors and appropriate equivalent measures are put in place by the investment undertaking to ensure that such Shareholders are not Irish Resident nor Irish Ordinarily Resident and the investment undertaking has received approval from the Revenue Commissioners in this regard.

Where tax is payable on a chargeable event it is a liability of the Company which is recoverable by deduction or, in the case of a transfer and deemed disposal by cancellation or appropriation of Shares from the relevant Shareholders. In certain circumstances, and only after notification by the Company to a Shareholder, the tax payable on a deemed disposal can at the election of the Company become a liability of the Shareholder rather than the Company. In such circumstances the Shareholder must file an Irish tax return and pay the appropriate tax (at the rate set out below) to the Irish Revenue Commissioners.

In the absence of a Relevant Declaration being received by the Company or Equivalent Measures being in place, there is a presumption that the investor is Irish Resident or Irish Ordinary Resident and the Company would be obliged to pay tax on the occasion of a chargeable event. Tax at the rate of 41% will be deducted by the Company in respect of a chargeable event on any payment to a Shareholder, on a transfer of Shares or on a deemed disposal. In respect of a deemed disposal there is a mechanism for obtaining a refund of tax where the Shares are subsequently disposed of for a lesser value.

Personal Portfolio Investment Undertaking (“PPIU”)

There is an anti-avoidance provision that increases the 41% rate of tax to 60% (80% where details of the payment/disposal are not correctly included in the individual’s tax returns) where an investment in a Fund constitutes 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). Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted shares deriving their value from land.

In the case of a shareholder who is a company the rate of tax on a chargeable event is 25%.

Other than in the circumstances described above the Company will have no liability to Irish taxation on income or chargeable gains.

Shareholders

The Irish taxation treatment applying to Shareholders in the Company is set out below and is dependent on which of the following categories into which they fall:

(i) Shareholders whose Shares are held in a Recognised Clearing and Settlement System

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

Where Shares are held in a Recognised Clearing and Settlement System, the obligation falls on the Shareholder (rather than the Company) to self-account for any tax arising on a chargeable event if the Shareholder is Irish Resident, Ordinary Resident or a non Exempted Irish Investor. In the case of an individual, tax currently at the rate of 41% should be accounted for by the Shareholder in respect of any distribution or gain arising to the individual Shareholder on an encashment, redemption, cancellation or transfer of Shares by a Shareholder. Where the investment constitutes a "PPIU", tax at a rate of 60% should be accounted for by the Shareholder. These rates apply where the individual Shareholder has correctly included details of the income in a timely tax return (tax at a rate of 80% applies where details of the payment/disposal are not correctly included in the individual's tax returns).

Where the Shareholder is a company, any payment will be treated as income tax chargeable to tax under Case IV of Schedule D of the TCA.

A Relevant Declaration or approval in relation to appropriate equivalent measures is not required to be made where the Shares, are held in a Recognised Clearing and Settlement System. It is the current intention of the Directors that all of the Shares will be held in a Recognised Clearing and Settlement System. If, in the future, the Directors permit Shares to be held in certificated form outside a Recognised Clearing and Settlement System, prospective investors for Shares on subscription and proposed transferees of Shares will be required to complete a Relevant Declaration as a pre-requisite to being issued Shares in the Company or being registered as a transferee of the Shares (as the case may be). A Relevant Declaration will not be required to be completed in this regard where the Company has received approval from the Irish Revenue Commissioners where appropriate Equivalent Measures have been put in place.

(ii) Shareholders who are neither Irish Residents nor Irish Ordinary Residents and their Shares are not held in a Recognised Clearing and Settlement System

The Company will not have to deduct tax on the occasion of a chargeable event in respect of a Shareholder if (a) the Shareholder is neither Irish Resident nor Irish Ordinary Resident, (b) the Shareholder has made a Relevant Declaration and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, or (c) where the Company has received approval from the Irish Revenue Commissioners that appropriate Equivalent Measures have been put in place to ensure that the Shareholders in the Company are neither Irish Resident nor Irish Ordinary Resident.

To the extent that a Shareholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Irish Ordinary Resident, no tax will have to be deducted by the Company on the occasion of a chargeable event provided that the Intermediary has made a Relevant Declaration that he/she is acting on behalf of such persons and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

Shareholders who are neither Irish Residents nor Irish Ordinary Residents and who have made Relevant Declarations or where the Equivalent Measures Regime applies will not be subject to tax on any distributions from the Company or in respect of any gain arising on repurchase, redemption, cancellation or transfer of their Shares provided the Shares are not held through a branch or agency in Ireland and the Shares, if unlisted, do not derive the greater part of their value from Irish land or mineral rights. No tax will be deducted from any payments made by the Company to those Shareholders who are not Irish Taxable Persons.

(iii) Shareholders who are Irish Resident or Irish Ordinary Resident and their Shares are not held in a Recognised Clearing and Settlement System

Unless (a) a Shareholder is an Exempted Irish Investor, makes a Relevant Declaration to that effect and the Company is not in possession of any information which would reasonably suggest that the information contained therein is not, or is no longer materially correct; or (b) if the Company has received approval from the Irish Revenue Commissioners, tax will be required to be deducted by the Company on any other distribution or gain arising to the Shareholder (other than an Exempted Irish Investor who has made a Relevant Declaration) on an encashment, redemption, cancellation or transfer of shares by a Shareholder who is Irish Resident or Irish Ordinary Resident (other than a Shareholder which is a company and has made the Relevant Declaration).

Tax at the rate of 25% will have to be deducted by the Company in respect of a Shareholder which is a company and has made a Relevant Declaration. There are a number of Irish Residents and Ordinary Residents who are exempted from the provisions of the above regime once Relevant Declarations are in place. These are Exempted Irish Investors. Additionally, where Shares are held by the Courts Service no tax is deducted by the Company on payments made to the Courts Service. The Courts Service will be required to operate tax on payments to it by the Company when they allocate those payments to the beneficial owners.

Irish Resident corporate Shareholders who receive distributions or realise gains on encashment, redemption, cancellation or transfer of their shares from which tax has been deducted will be treated as having received an annual payment chargeable to tax under Case IV of Schedule D of the TCA from which tax at the standard rate, currently 25%, has been deducted. In general, such Shareholders will be taxable on any income or gains as part of that trade with a set-off against corporation tax payable for any tax deducted by the Company. In general, non-corporate Shareholders who are Irish Resident or Irish Ordinary Resident will not be subject to further Irish tax on income from their Shares or gains made on disposal of the Shares where tax has been deducted by the Company on payments received. Where a currency gain is made by a Shareholder on the disposal of his/her Shares, such Shareholder may be liable to capital gains tax in the year of assessment in which the Shares are disposed of.

Any Shareholder who is Irish Resident or Irish Ordinary Resident and receives a distribution or receives a gain on an encashment, redemption, cancellation or transfer from which tax has not been deducted may be liable to income tax or corporation tax on the amount of such distribution or gain.

Refunds of tax where a Relevant Declaration could be made but was not in place at the time of a chargeable event are generally not available except in the case of certain corporate Shareholders within the charge to Irish corporation tax.

OTHER TAXES

Stamp Duty

No Irish stamp duty will be payable on the subscription, transfer or redemption of Shares on the basis that the Company qualifies as an investment undertaking within the meaning of section 739B TCA provided that no application or redemption for Shares or transfer of Shares is satisfied by an in specie transfer of any Irish situated property.

Capital Acquisitions Tax

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

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

OECD Common Reporting Standard

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

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

Ireland and a number of other jurisdictions have entered or will enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the OECD. From 1 January 2016, the Company will be required to provide certain information to the Revenue Commissioners about investors resident or established in jurisdictions which are party to CRS arrangements.

The Company, or a person appointed by the Company, will request and obtain certain information in relation to the tax residence of its shareholders or "account holders" for CRS purposes and (where applicable) will request information in relation to the beneficial owners of any such account holders. The Company, or a person appointed by the Company, will report the information required to Revenue Commissioner by 30 June in the year following the year of assessment for which a return is due. The Revenue Commissioners will share the appropriate information with the relevant tax authorities in participating jurisdictions. Ireland introduced CRS Regulations in December 2015 and implementation of CRS among early adopting countries occurred with effect from 1 January 2016. Failure of the Company to comply with the requirements under the CRS could result in penalties.

U.S. Reporting and Withholding Requirements

The foreign account tax compliance provisions ("FATCA") of the Hiring Incentives to Restore Employment Act ("HIRE Act") constitute an expansive information reporting regime enacted by the United States aimed at ensuring that U.S. persons with financial assets outside the U.S. are paying the correct amount of U.S. tax. The new rules are effectively designed to require U.S. persons' direct and indirect ownership of non-U.S. accounts and non-U.S. entities to be reported to the IRS. The FATCA reporting regime is enforced through a 30% withholding tax with respect to certain U.S. 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 ("Withholdable Payments"). The withholding rules apply to persons making Withholdable Payments after 30 June 2014 to foreign financial institutions ("FFIs"), including investment funds (such as the Company) and other non-U.S. entities that fail to comply with FATCA. In addition, FATCA imposes a 30% withholding tax on any passthru payments. A passthru payment is broadly defined as a Withholdable Payment or other payment to the extent attributable to a Withholdable Payment (the latter, "Foreign Passthru Payments"). The idea is to encourage FFIs to enter into an agreement (a "FFI Agreement") with the IRS if they hold investments that produce payments attributable to Withholdable Payments even if they do not hold assets that produce Withholdable Payments directly.

In recognition of both the fact that 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 by FFIs, the US developed an intergovernmental approach to the implementation of FATCA. On 21 December 2012, the governments of Ireland and the United States signed an intergovernmental agreement to Improve International Tax Compliance and to Implement FATCA (the "Irish IGA") 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 IGA. In this regard, the 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 (which is updated on an ad-hoc basis) were first issued by the Irish Revenue Commissioners on 1 October 2014 with the most recent version being issued in January 2018.

The Irish IGA provides that Irish financial institutions will report to the Irish Revenue Commissioners by 30 June following the end of the relevant calendar year in respect of US account-holders and, in exchange, U.S. financial institutions will be required to report to the U.S. Internal Revenue Service in respect of any Irish-resident account-holders. The two tax authorities will then automatically exchange this information on an annual basis.

It is expected that the Company will constitute a reporting financial institution for the purposes of the Irish IGA, however; generally it should not have to report any information to the Irish Revenue Commissioners on the basis that the shares are expected to be regarded as regularly traded on an established securities market and should therefore not constitute a financial account under the Irish IGA, to the extent that the shares are listed and regularly traded on such securities market. Reporting may be required in respect of any shares that are not regarded as regularly traded.

The Company (and / or the Administrator or Investment Manager) shall be entitled to require investors to provide any information regarding their tax status, identity or residency in order to satisfy any reporting requirements which the Company may have as a result of the Irish IGA and investors will be deemed, by their subscription for or holding of Shares to have authorised the automatic disclosure of such information by the Issuer or any other person to the relevant tax authorities.

Each investor will agree in its Subscription Agreement to provide such information upon request from the Company. To the extent a Fund or the Company does suffer U.S. withholding tax on its investments as a result of FATCA, the Directors of the Manager may take any action in relation to an investor's investment in a Fund or the Company to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information gave rise to the withholding.

Each prospective investor should consult its own tax advisers regarding the requirements under FATCA or an inter-governmental agreement with respect to its own situation.

Common Reporting Standard

On 14 July 2014, the OECD issued the CRS. The subsequent introduction of the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information and the EU Council Directive 2014/107/EU (amending Council Directive 2011/16/EU) provides the international framework for the implementation of the CRS by Participating Jurisdictions. In this regard, the CRS was implemented into Irish law by the inclusion of relevant provisions in Finance Act 2014 and 2015 and the issuance of Regulation S.I. No. 583 of 2015.

The main objective of the CRS is to provide for the annual automatic exchange of certain financial account information between relevant tax authorities of Participating Jurisdictions.

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

It should also be noted that the exclusion of shares that are regularly traded on an established securities market from the definition of financial account for the purposes of FATCA does not apply in the case of the CRS.

Broadly speaking, the CRS will require Irish Financial Institutions to identify Account Holders resident in other Participating Jurisdictions and to report specific information in relation to the Account Holders to the Irish Revenue Commissioners on an annual basis (which, in turn, will provide this information to the relevant tax authorities where the Account Holder is resident). In this regard, please note that the Company will be considered an Irish Financial Institution for the purposes of the CRS.

IRISH RESIDENCE AND ORDINARY RESIDENCE FOR TAX PURPOSES

Residence - Company

A company which has its central management and control in the Republic of Ireland (the "**State**") is resident in the State irrespective of where it is incorporated. A company which does not have its central management and control in the State but which is incorporated in the State is resident in the State except where:-

- (a) the company or a related company carries on a trade in the State, and either the company is ultimately controlled by persons resident in EU Member States or, in countries with which the Republic of Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU or in a tax treaty country, provided that, in each case, the company is not centrally managed and controlled in a jurisdiction which does not apply a residency test based on central management and control; or
- (b) the company is regarded as not resident in the State under a double taxation treaty between the Republic of Ireland and another country.

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

Residence - Individual

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

- (i) is present in the State for 183 days or more in that tax year; or
- (ii) has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

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

Ordinary Residence - Individual

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

An individual who has been resident in the State for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2011 and departs from the State in that tax year will remain ordinarily resident up to the end of the tax year ending 31 December 2014.

Intermediary

This means a person who:-

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

Other Jurisdictions

The income and/or gains of a Company from its securities and assets may suffer withholding tax in the countries where such income and/or gains arise. The Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in repayment to that Company, the Net Asset Value of the Company will not be restated and the benefit will be allocated to the existing Shareholders rateably at the time of repayment.

11 UK TAXATION

The statements on taxation below do not constitute legal or tax advice and are a general summary of the anticipated United Kingdom tax treatment of United Kingdom resident, ordinarily resident and domiciled investors holding Shares as an investment.

The summary is based on the taxation law in force and practice understood to be applicable in the United Kingdom on the date of this Prospectus, but prospective investors should be aware that the relevant fiscal rules and practice or their interpretation may change, possibly with retrospective effect. The summary is not a guarantee to any investor of the tax results of investing in a Fund of the Company.

The bases and levels of, and any relief from, taxation can change. Prospective investors should inform themselves of, and where appropriate take advice on, the tax consequences applicable to the subscription, purchase, holding and redemption of Shares in the country of their citizenship, residence or domicile.

Taxation of the Company

It is the intention of the Directors to conduct the affairs of the Company so that it does not become resident in the United Kingdom for taxation purposes. Accordingly, and provided that the Company does not exercise a trade in the United Kingdom through a fixed place of business or agent situated therein that constitutes a “permanent establishment” for UK tax purposes and all its trading transactions in the United Kingdom are carried out through a broker or investment manager acting as an agent of independent status in the ordinary course of their business,, the Company will not be liable to United Kingdom income tax or corporation tax on income or gains earned on or derived from the Company’s investments other than withholding tax on certain UK source income.

The Directors intend that the affairs of the Company are conducted so that no such permanent establishment will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent this will at all times be satisfied.

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

From April 2020, income that non-resident companies receive from UK property and gains that arise from the disposal of UK property by non-resident companies will be chargeable to corporation tax.

Income and gains received by the Company may be subject to withholding or similar taxes imposed by the country in which such returns arise.

Taxation of Shareholders

Subject to their personal tax position, Shareholders who are resident or ordinarily resident in the UK for taxation purposes should be aware that, under current rules, their Shares in each of the Funds are likely to constitute interests in an “offshore fund” for the purposes of Part 8 of the Taxation (International and Other provisions etc) Act 2010. Each share class within a fund is treated as an offshore fund for the purposes of United Kingdom taxation. Where such a person holds such an interest, any gain arising to that person on the sale, redemption or other disposal of that interest (including a deemed disposal on death) will be taxed at the time of such sale, redemption or other disposal as income (“offshore income gains”) and not as capital gain, unless the relevant fund share class has been certified by HMRC as a “reporting fund” for each of its accounting periods during which the person has held that interest.

In broad terms, under the Offshore Funds (Tax) Regulations 2009 (“the Offshore Regulations”), a “reporting fund” is an offshore fund that meets certain upfront and annual reporting requirements to HMRC and its Shareholders. Such annual duties will include calculating and reporting the income returns of the offshore fund for each reporting period (as defined for UK tax purposes) on a per-share basis to all relevant

Shareholders. UK Shareholders which hold their interests at the end of the reporting period to which the reported income relates will be subject to income tax or corporation tax on the higher of any cash distribution paid and the full reported amount. The reported income will be deemed to arise to UK Shareholders six months following the end of the relevant holding period.

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

The Directors may seek certification of any of the Funds as a "reporting fund", as the effect of a fund being a "reporting fund" would be that any UK resident investors would be subject to UK income tax on the share of the Fund's income attributable to their interest in the Fund and capital gains tax will apply on disposal. When a Fund is not so certified, under current rules, any gain realised by UK resident or ordinarily resident investors on a sale, redemption or other disposal of their Shares (including a deemed disposal on death) will be taxed as income and not as capital gains. The precise consequences of such treatment will depend upon the individual tax position of each investor, but UK resident or ordinarily resident individual investors should be aware that, in particular, they may be subject to income tax and will not be able to take advantage of the capital gains tax annual exemption; and corporations may not be able to utilise indexation relief to reduce their liability to UK tax on any such gain. Such investors who are natural persons and resident but not domiciled in the UK and who elect to be taxed on a remittance basis will not however be subject to tax on such unremitted gains. UK pension funds should also be unaffected by these rules, since their exemption from UK tax on capital gains should extend to gains treated as income under these provisions.

Under the rules for the taxation of corporate and government debt contained in the Finance Act 1996, if the holding of any Fund in "qualifying investments" at any time exceeds 60% of the market value of all investments held by that Fund, a company resident in the United Kingdom for taxation purposes that holds Shares in that Fund will be subject to tax as income on all profits and gains arising from and fluctuations in the value (calculated at the end of each accounting period of the investor and at the date of disposal of the interest) of the Shares, or obtain tax relief on any equivalent decrease in value, as determined in accordance with a fair value accounting. "Qualifying Investments" are: (a) money placed at interest (other than cash awaiting investment); (b) securities (other than shares in a company); (c) shares in a building society; (d) qualifying holdings in a unit trust scheme, an offshore fund or an open-ended investment company (this can be interpreted as a holding in a unit trust, offshore fund or OEIC which would itself fail the non-qualifying investment test in respect of its holdings of investments listed in (a) to (c) above); (e) derivative contracts in respect of currency or any of the matters listed in (a) to (d) above; and (f) contracts for differences relating to interest rates, credit worthiness or currency. These rules will apply to a UK resident corporate investor if the 60% limit is exceeded at any time during that investor's accounting period, even if it was not holding Shares in the Fund at that time. Given the current investment policy of the Company and the Funds, these rules are likely to be relevant to UK resident corporate investors. Special rules apply to investors that are insurance companies and investment trusts, authorised unit trusts and open ended investment companies in the United Kingdom.

Shareholders subject to UK income tax will pay tax at their full income tax marginal rate on such "interest distributions" if the Funds hold more than 60% of their assets in qualifying investments at any time during the relevant period. Otherwise, income distributions received will be taxed as dividends at the lower dividend marginal rates. From 22 April 2009, individual Shareholders resident in the UK under certain circumstances may benefit from a non-refundable tax credit in respect of dividends or reported income received from corporate offshore funds invested largely in equities. However, where the offshore fund invests more than 60% of its assets in interest-bearing (or economically similar) assets, distributions or reported income will be treated and taxed as interest in the hands of the individual, with no tax credit.

Under Part 9A of the Corporation Tax Act 2009, dividend distributions by an offshore fund made to companies resident in the UK are likely to fall within one of a number of exemptions from UK corporation tax. In addition, distributions to non-UK companies carrying on a trade in the UK through a permanent establishment in the UK should also fall within the exemption from UK corporation tax on dividends to the extent that the Shares held by that fund are used by, or held for, that permanent establishment. Reported income will be treated in the same way as a dividend distribution for these purposes.

From 6 April 2016, the dividend tax credit regime has been replaced by a new tax-free dividend allowance. An exemption from tax on the first £5,000 of dividend income received will be available to individual

shareholders resident in the UK under the new dividend allowance regardless of the non-dividend income they have received. Dividend income received in excess of the £5,000 limit will be taxed at the following rates:

- (i) 7.5% on dividend income within the basic rate band
- (ii) 32.5% on dividend income within the higher rate band
- (iii) 38.1% on dividend income within the additional rate band

Controlled Foreign Companies

The attention of UK resident corporate Shareholders purposes is drawn to the provisions of Part 9A of the Taxation (International and Other Provisions) Act 2010. These provisions affect UK resident companies which are deemed to be interested, either alone or together with certain associated persons, in at least 25% of the "chargeable profits" of a non-resident company (such as the Company), which (i) is controlled by companies or other persons who are resident in the United Kingdom for taxation purposes, (ii) is subject to a "lower level" of taxation, and (iii) does not distribute substantially all of its income. Although it is anticipated that the Distributing Shares will distribute substantially all of the income of the Fund attributable to them, the Accumulation Shares will not, so this legislation may be relevant. The effect of these provisions could be to render such corporate Shareholder companies liable to United Kingdom corporation tax in respect of their share of the profits of the Company unless a number of available exemptions are met. Persons who may be treated as "associated" with each other for these purposes include two or more companies one of which controls the other(s) or all of which are under common control. The Fund's "chargeable profits" for this purpose do not include its capital gains.

Prevention of Avoidance of Income Tax

The attention of Shareholders resident in the UK is drawn to Chapter II of Part XIII of the Income Taxes Act 2007, which may render them liable to income tax in respect of undistributed income or profits of the Company. These provisions are aimed at preventing the avoidance of income tax by individuals through a transaction resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad and may render them liable to income or corporation tax in respect of undistributed income or profits of the Company on an annual basis. This legislation will, however, not apply if a Shareholder can satisfy HM Revenue & Customs that either:

- (1) it would not be reasonable to draw the conclusion from all the circumstances of the case, that the purpose of avoiding liability to taxation was the purpose, or one of the purposes, for which the relevant transactions or any of them were effected;
- (2) all the relevant transactions are genuine commercial transactions and it would not be reasonable to draw the conclusion, from all the circumstances of the case, that any one or more of the transactions was more than incidentally designed for the purpose of avoiding liability to taxation; or
- (3) all the relevant transactions were genuine, arm's length transactions and if the Shareholder were liable to tax under Chapter 2 of Part 13 in respect of such transactions such liability would constitute an unjustified and disproportionate restriction on a freedom protected by Title II or IV of Part Three of the Treaty on the Functioning of the European Union or Part II or III of the EEA Agreement.

Attribution of gains to persons resident in the UK

The attention of Shareholders resident in the UK is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains 1992 ("Section 13"). Under this section, where a chargeable gain accrues to a Company that is not resident in the UK but would be a close company were it resident in the UK, a person may be treated as though a proportional part of that chargeable gain, calculated by reference to their interest in the company, has accrued to them. No liability under Section 13 can be incurred by such a person however, where such a proportion does not exceed one quarter of the gain. Exemptions also apply where none of the acquisition, holding or disposal of the assets had a tax avoidance main purpose or where the relevant gains arise on the disposal of assets used only for the purposes of genuine, economically significant business activities carried on outside the UK. These provisions could, if applied, result in a person being

treated as if part of any gain accruing to the Company (such as on a disposal of its investments that constitutes a chargeable gain for those purposes) had accrued to that person directly; that part being equal to the proportion of the assets of the Company to which that person would be entitled on the winding up of the Company at the time when the chargeable gain accrued to the Company. The rules were extended by the provisions of Section 14A of Taxation of Chargeable Gains Act 1992, with effect from 6 April 2008, to individuals who are domiciled outside the UK, subject to the remittance basis in particular circumstances.

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

UK STAMP DUTY AND STAMP DUTY RESERVE TAX

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

Because the Company is not resident in the UK and the register of Shareholders will be kept outside the UK, no liability to stamp duty reserve tax will arise by the reason of the transfer, subscription for and/or redemption of shares except as stated above.

No UK stamp duty should be payable on the transfer, subscription for or redemption of Shares in dematerialised form through the electronic securities settlement systems provided that any such transfer, subscription or redemption will be effected electronically and will not be effected by any written instrument.

Shareholders should note that other aspects of UK taxation legislation may also be relevant to their investment in the Company.

If you are in doubt about your position, or if you may be subject to a tax in a jurisdiction other than the UK, you should consult your independent financial adviser.

12 FEES & EXPENSES

MANAGEMENT CHARGES AND EXPENSES

The Company may pay the fees and expenses of each Fund, which may include the fees and expenses of the Depositary, the Administrator, the Manager, and the Investment Manager (each of these service providers may waive all or a portion of the fee it receives for any investor).

GENERAL CHARGES AND EXPENSES

- (a) Share dealing charges: Details of the Transfer Taxes, Subscription Charge, Redemption Charge and any other charges including the Exchange Charge payable on the exchange of Shares (if any) are set out in respect of the Shares of each Fund in the Supplement for the relevant Fund.
- (b) Directors' remuneration: The Directors who are not directors, officers or employees of the Promoter and/or Investment Manager will be entitled to remuneration from the Company for their services as Directors, provided however that the fees that each Director shall receive in respect of any twelve month accounting period shall not exceed €10,000, plus VAT if applicable. In addition, the Directors will also be entitled to be reimbursed for their reasonable and vouched out of pocket expenses incurred in discharging their duties as Directors. Directors' remuneration shall be paid out of the Management Fee.
- (c) Management Fee: In accordance with and subject to the terms of the Management Agreement, the annual Management Fee will be a percentage of the net assets of each Fund or Class of Shares (as will be indicated in the Supplement) payable to the Manager. Management Fees are payable periodically at a rate which is within a range specified in the relevant Supplement of each Fund. The Management Fee will be calculated upon each Dealing Day. Fees payable to the Investment Manager, the Depositary and the Administrator may be paid out of the Management Fee.
- (d) Extraordinary Expenses: The Company shall be liable for Extraordinary Expenses including, without limitation, expenses relating to litigation costs and any tax, levy, duty or similar charge imposed on the Company or its assets that would otherwise not qualify as ordinary expenses. Extraordinary Expenses are allocated across each Class of Shares.
- (e) Setting Up Costs: The cost of establishing the Company and the Funds (including fees in connection with the incorporation and registration of the Company, listing the Funds on the Relevant Stock Exchanges and registering the Funds for sale in other jurisdictions) will be paid by the Manager and/or the Promoter. The cost of establishing subsequent Funds will also be paid by the Manager unless otherwise provided in the Supplement for the relevant Fund.
- (f) Fixed Fees: Fixed Fees means the fees which may be payable by the Company for each Fund in respect of the ordinary fees, expenses and costs incurred by that Fund that include Other Administrative Expenses and Transaction Fees as further described below. Unless a Fixed Fee Arrangement is disclosed in the Supplement for the relevant Fund, such Fixed Fees relating to that Fund will be paid by the Manager out of its fees and not out of the assets of the relevant Fund.
- (g) Other Administrative Expenses: Other Administrative Expenses include but are not limited to; ongoing organisation and registration costs; licence fees payable to licence holders of an index; expenses for legal and auditing services; stamp duties, all taxes and VAT, company secretarial fees, any costs incurred in respect of meetings of Shareholders; marketing and distribution costs, investment transaction charges; costs incurred in respect of the distribution of income to Shareholders; the fees and expenses of any paying agent (which shall be at normal commercial rates), clearing agent or representative appointed in compliance with the requirements of another jurisdiction; the fees and expenses of any consultant appointed to provide services to the Company or the Manager; any amount payable under indemnity provisions contained in the Articles or any agreement with any appointee of the Company; cost of any proposed listings and maintaining such listings; all reasonable out-of-pocket expenses of the Board of Directors; foreign registration fees and fees relating to the maintenance of such registrations including translation costs and local legal costs and other expenses due to supervisory authorities in various jurisdictions and local representatives' remunerations in foreign jurisdictions; insurance; interest; the costs of printing and distributing this Prospectus and any costs incurred as a result of periodic

updates of this Prospectus or the relevant Supplement, reports, accounts and any explanatory memoranda, any necessary translation fees, any fees in respect of circulating details of the Net Asset Value and such other information which is required to be published in the different jurisdictions, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law) may also be paid out of the assets of the Company.

- (h) **Transaction Fees:** Transaction Fees are any fees and expenses incurred in buying and selling securities or other investments held by a Fund, e.g., brokerage costs and commissions and correspondence fees for transferring securities or investments or other interests, unless otherwise specified in the relevant Supplement.
- (i) **Duties and Charges:** Duties and Charges, in relation to any Fund, are all stamp and other duties, taxes, governmental charges, brokerage, bank charges, foreign exchange spreads, interest, depositary or sub-custodian charges (relating to sales and purchases), transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of the assets of the relevant Fund or the creation, issue, sale, switching or repurchase of Shares or the sale or purchase of investments or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or in connection with or arising out of or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, which, for the avoidance of doubt, includes, when calculating subscription and redemption prices, any provision for spreads (to take into account the difference between the price at which assets were valued for the purpose of calculating the Net Asset Value and the estimated price at which such assets shall be bought as a result of a subscription and sold as a result of a redemption), but shall not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Shares in the relevant Fund. The Articles empower the Directors at their discretion to apply to the Net Asset Value of a Fund a sum representing a provision for Duties and Charges relating to the acquisition and disposal of investments of a Fund. The level and basis of calculating Duties and Charges may also be varied depending on the size of the relevant dealing request and the costs relating to, or associated with, the primary market transactions.

FIXED FEE ARRANGEMENT

The Company may in respect of each Fund (as shall be specified in the relevant Supplement) enter into an arrangement with the Manager, where the Manager will in exchange for a Fixed Fee Payment (as defined in the relevant Supplement), pay the Fixed Fees (which covers the Other Administrative Expenses and Transaction Fees highlighted above but does not for the avoidance of doubt cover the Management Fee or Extraordinary Expenses highlighted above). Where applicable, the Fixed Fee Payment is calculated on the average daily Net Asset Value per Fund or per Class of Shares or the Initial Issue Price (as will be indicated in the Supplement) and is payable periodically.

As the Fixed Fee is determined in advance on an annual basis by the Company and the Manager, investors should note that the amount paid to the Manager may at the end of the year be greater than if the Company would have directly paid these expenses. Conversely, the expenses the Company would have had to pay might be greater than the Fixed Fee and the effective amount paid by the Company to the Manager would be less. The Fixed Fee will be determined and is intended to represent the expected costs to be incurred, on an arm's length basis by the Company and the Manager and will be disclosed in the relevant Supplement.

SOFT COMMISSIONS

It is not currently intended that any soft commission arrangements will be made in respect of the Company. In the event that the Investment Manager or any of its subsidiaries, Affiliates, associates, agents or delegates do enter into soft commission arrangement(s) they shall ensure that (i) the broker or counterparty to the arrangement will agree to provide best execution to the Company; (ii) the benefits under the arrangement(s) shall be those which assist in the provision of investment services to the relevant Fund and (iii) brokerage rates will not be in excess of customary institutional full service brokerage rates. Details of any such arrangements will be contained in the next following report of the Company. In the event that this is the unaudited semi-annual report, details shall also be included in the following annual report.

13 DIVIDEND POLICY

The dividend arrangements relating to each Fund will be decided by the Directors at the time of the creation of the relevant Fund and details are set out where applicable in the relevant Supplement.

Under the Articles, the Directors are entitled to declare such dividends on any Class of Shares at such times as they think appropriate and as appear to be justified out of the profits of the relevant Fund, being (i) the accumulated revenue (consisting of all revenue accrued including interest and dividends) less expenses and/or (ii) realised and unrealised capital gains on the disposal/valuation of investments and other funds less realised and unrealised accumulated capital losses of the relevant Fund and/or the capital of the relevant Fund. Where the dividends will be paid out of the capital of the relevant Fund, this will be disclosed in the relevant Supplement.

To the extent Shares are not held via a Recognised Clearing and Settlement System, the Company will be obliged and entitled to deduct an amount in respect of Irish tax from any dividend payable to any investor who is, or is deemed to be, or is acting on behalf of, an Irish Taxable Person and to pay such amount to the Revenue Commissioners in Ireland. Shareholders are referred to the Irish taxation section which sets out the tax implications for such shareholders.

Distributions of dividends and other payments with respect to Shares in the Company held through a clearing and settlement systems will be credited to the cash accounts of such clearing and settlement systems in accordance with the relevant system's rules and procedures. Any information or Company communications to Shareholders holding Shares in a settlement system, including voting or proxy materials, annual reports etc., will be transmitted to those settlement systems capable of receiving and processing such information for transmission to Shareholders.

Dividends not claimed within six years from their due date will lapse and revert to the relevant Fund. Dividends payable in cash to Shareholders will be paid by electronic transfer at the expense of the payee and will be paid within 4 months of the date the Directors declared the dividend.

Where dividends are payable to Shareholders, they will normally be paid in the denominated currency of the relevant Class. If however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction may be arranged by the Administrator (at its discretion) at prevailing exchange rates on behalf of and for the account, risk and expense of the Shareholder or as otherwise specified in the relevant Supplement.

14 GENERAL

POTENTIAL CONFLICTS OF INTEREST

The Promoter, the Directors, the Manager, the Investment Manager, the Depositary, the Administrator, the Index Provider, any Shareholder, any Authorised Participant, any Approved Counterparty or market maker which has been appointed to offer prices for the Shares on any Relevant Stock Exchange on which the Classes to which the Shares belong are listed (for the purposes hereof, a Market Maker) and any of their respective subsidiaries, Affiliates, associates, agents or delegates (for the purposes hereof, Connected Persons and each a Connected Person) may:

- (a) contract or enter into any financial, banking or other transactions or arrangements with one another or with the Company including, without limitation, investment by the Company in securities or investment by any Connected Persons in any company or body any of whose investments form part of the assets of the Company or be interested in any such contracts or transactions;
- (b) invest in and deal with shares, securities, assets or any property of the kind included in the property of the Company for their respective individual accounts or for the account of a third party; and
- (c) deal as agent or principal in the sale or purchase of securities and other investments to or from the Company through or with any Connected Person.

The appointment of the Investment Manager, Administrator and Depositary in their primary capacity as service providers to the Company are excluded from the scope of these Connected Person requirements.

Any assets of the Fund in the form of cash or securities may be deposited with any Connected Person. Any assets of the Fund in the form of cash may be invested in certificates of deposit or banking investments issued by any Connected Person. Banking or similar transactions may also be undertaken with or through a Connected Person.

In addition, in many cases each Approved Counterparty may be required to provide valuations of financial derivative instruments entered into between the relevant Fund and the Approved Counterparty. These daily valuations will form the basis upon which the value of certain assets of a Fund is calculated. The Directors acknowledge that each Approved Counterparty or the relevant Affiliates may have a potential conflict of interest by virtue of acting as the Approved Counterparty and/or providing such valuations. However, the Directors believe that such conflicts can be adequately managed, and expect that each Approved Counterparty or one of its Affiliates will be suitable and competent to provide such valuations and will do so at no further cost to the relevant Fund than would be the case if the services of a third party were engaged to provide valuations. In addition the valuation provided by the Approved Counterparty will be verified by an entity independent of the Approved Counterparty.

Also, a conflict of interest may arise where the competent person valuing unlisted securities and/or OTC derivatives held by a Fund is the Investment Manager or any other related party to the Company. For example, because the Investment Manager's fees are calculated on the basis of a percentage of a Fund's Net Asset Value, such fees increase as the Net Asset Value of the Fund increases.

Each Approved Counterparty or one of its Affiliates also acts as an Authorised Participant and may also act as the Index Provider, the Market Maker and/or the sub-custodian to the Company all in accordance with the relevant agreements which are in place. The Directors acknowledge that, by virtue of the functions which each Approved Counterparty and/or its Affiliate will perform in connection with the Company, potential conflicts of interest are likely to arise. The Directors expect that each Approved Counterparty and its Affiliate will use its reasonable endeavours to seek to resolve any such conflicts of interest fairly (having regard to its respective obligations and duties) and where such conflict cannot be resolved, to disclose it fully to potential investors. The Directors believe that each Approved Counterparty and/or its Affiliate are suitable and competent to perform such functions.

Investors should note that where an Authorised Participant subscribes for Shares in a Fund, the Authorised Participant in its role as Approved Counterparty shall be entitled to enter into FDIs with the Fund for an amount equivalent to the amount subscribed and will subsequently be entitled to fees and/or commissions in relation to this transaction. Such fees and commissions depend on the notional amount of the FDI between the Fund and the Authorised Participant in its role as Approved Counterparty, and in certain scenarios, the redemption of Shares in the Fund by the Authorised Participant does not reduce such notional amount by the amount redeemed, thereby maintaining the fees and commissions to which the Authorised Participant in its role as Approved Counterparty is entitled.

Each of the Promoter, the Directors, the Investment Manager, the Depositary, the Administrator, the Index Provider, any Approved Counterparty, the Calculation Agent under any FDI, any counterparty to securities lending arrangements and any other relevant party will use reasonable endeavours to ensure that for the purposes of this section, any conflicts which may arise will be resolved fairly.

CONNECTED PARTY TRANSACTIONS

There is no prohibition on dealings in the assets of a Fund by Related Parties and/or their respective officers, directors or executives, provided that the transaction is effected on normal commercial terms negotiated at arm's length. Such transactions must be in the best interests of the Shareholders.

Transactions permitted are subject to either:

- (i) a certified valuation by a person approved by the Depositary, or the Company in the case of transactions involving the Depositary, as independent and competent being obtained; or
- (ii) execution of the transaction on the best terms on an organised investment exchanges under their rules; or
- (iii) execution of such transactions is on terms which the Depositary or, in the case of a transaction involving the Depositary, the Manager is satisfied conform with the principle that such transactions be conducted at arm's length and in the best interest of Shareholders.

The Depositary or the Manager in the case of transactions involving the Depositary must document how paragraphs (i), (ii) or (iii) were complied with and, in the case of (iii) above, the rationale evidencing the basis for being satisfied the principles above were complied with.

Subject to the provisions of this section, each Connected Person may contract or enter into any financial, banking or other transaction with one another or with the Company. This includes, without limitation, investment by the Company in securities of any Connected Person or investment by any Connected Persons in any company or bodies any of whose investments form part of the assets comprised in any Fund or be interested in any such contract or transactions. In addition, any Connected Person may invest in and deal in Shares relating to any Fund or any property of the kind included in the property of any Fund for their respective individual accounts or for the account of someone else.

The Manager and the Investment Manager may also, in the course of their respective businesses, have potential conflicts of interest with the Company in circumstances other than those referred to above. Each of the Manager and the Investment Manager will, however, have regard in such event to its obligations under their respective agreements and, in particular, to their obligations to act in the best interests of the Company and the Shareholders so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise and will ensure that such conflicts are resolved fairly as between the Company, the relevant Funds and other clients. The Manager and the Investment Manager will ensure that investment opportunities are allocated on a fair and equitable basis between the Company and their other clients. In the event that a conflict of interest does arise the directors of the Manager or the Investment Manager will endeavour to ensure that such conflicts are resolved fairly.

As the fees of the Manager are based on the Net Asset Value of a Fund, if the Net Asset Value of the Fund increases so do the fees payable to the Manager and accordingly there is a conflict of interest for the Manager in cases where the Manager or its delegate is responsible for determining the valuation price of a Fund's investments.

The Directors may act as directors of other collective investment vehicles. Where any potential conflicts of interest arise between their duties to the Company and to third parties, the Directors will endeavour to ensure that any such conflicts will not unfairly prejudice the Company.

LITIGATION AND ARBITRATION

The Company is not involved in any litigation or arbitration nor are the Directors aware of any pending or threatened litigation or arbitration.

DIRECTORS' INTERESTS

- (a) There are no service contracts in existence between the Company and any of its Directors, nor are any such contracts proposed.
- (b) At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company and save as disclosed below no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.
- (c) At the date of this Prospectus none of the Directors nor any Associated Person have any beneficial interest in the share capital of the Company or any options in respect of such capital.
- (d) Mike Kirby is a director of the Company and the Manager and is managing principal at KB Associates which receives fees in respect of its provision of an MLRO to the Company.
- (e) Barry McGrath is a director of the Manager and a former partner of the Irish legal advisors to the Company, Maples and Calder.
- (f) David Ng is a director of the Company and is the Deputy Chief Operating Officer of the Investment Manager.

DATA PROTECTION

Prospective investors should note that, by virtue of making an investment in the Company and the associated interactions with the Company, its affiliates, service providers, agents and delegates (including completing the Application Form, and the recording of electronic communications or phone calls where

applicable), or by virtue of providing the Company with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), such individuals will provide the Company, its affiliates, service providers, agents and delegates with certain personal information which constitutes personal data within the meaning of the applicable data protection laws, including, from 25 May 2018, the General Data Protection Regulation (“**GDPR**”).

The Company has prepared a privacy notice which provides further information about how the Company collects, uses and protects individuals’ personal data. The Company’s privacy notice is available on the Website etf.invesco.com and in the Application Form.

15 MATERIAL CONTRACTS

The following contracts have been entered into otherwise than in the ordinary course of the business intended to be carried on by the Company and are or may be material:

- a) The **Management Agreement** dated 16 December 2013 between the Company and the Manager. The Management Agreement provides that the appointment of the Manager will continue unless and until terminated by either the Manager or the Company giving to the other party not less than 90 days' written notice although in certain circumstances the Management Agreement may be terminated forthwith by notice in writing by either the Manager or the Company to the other party. The Management Agreement provides that the Company shall indemnify the Manager from and against any and all claims which may be made or brought against or directly or indirectly suffered or incurred by the Manager in the performance or non-performance of its obligations or duties hereunder including any indirect or consequential damage suffered by the Manager but excluding tax on the overall income or profits of the Manager save to the extent that such claims are attributable to the fraud, negligence, bad faith or wilful default in the performance or non-performance by the Manager of its obligations or of its duties thereunder. Furthermore, the Manager accepts responsibility for and shall indemnify and hold harmless the Company, any Fund or any Shareholders for all costs, losses, claims and expenses suffered or incurred by the Company, Fund or Shareholder to the extent that such costs, losses, claims and expenses are due to the negligence, fraud, bad faith, or wilful default in the performance of its obligations or duties under the Management Agreement and the Manager will not otherwise be liable for any costs, losses, claims and expenses suffered or incurred by the Company, Fund or Shareholder.

Notwithstanding any other provisions of the Management Agreement, the Manager's recourse against the Company in respect of any claims which may be brought against, suffered or incurred by the Manager shall be limited to the Fund established in respect of the Shares to which the claims relates, and the Manager shall have no recourse to any other assets of the Company or any other Fund in respect of any such claims. If, following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims relating to the relevant Fund (if any) and all other liabilities (if any) of the Company ranking pari passu with or senior to the claims which have recourse to the relevant Fund (hereinafter the "Relevant Date"), the claims are not paid in full: (i) the amount outstanding in respect of the claims relating to the relevant Fund shall be automatically extinguished; (ii) the Manager shall have no further right of payment in respect thereof; and (iii) the Manager shall not be able to petition for the winding up of the Company or the termination of any other Fund as a consequence of any such shortfall, provided however that (i) – (iii) above shall not apply to any assets of the Fund that may be subsequently held or recouped by the Fund between the Relevant Date and the date of termination of the Fund in accordance with the requirements of the Central Bank.

- b) The **Investment Management Agreement** dated 16 December 2013 between the Manager and the Investment Manager. The Investment Management Agreement provides that the appointment of the Investment Manager will continue unless and until terminated by either party giving to the other not less than 90 days' written notice although in certain circumstances the Investment Management Agreement may be terminated forthwith by notice in writing by either party to the other. The Investment Manager accepts responsibility for and shall indemnify and hold harmless the Manager and the directors, officers and employees of the Manager for all costs, losses, claims and expenses suffered or incurred by the Manager, its directors, officers and employees of the Manager, to the extent that such costs, losses, claims and expenses are due to the negligence, fraud, bad faith, or wilful default in the performance of its obligations or duties under the Investment Management Agreement and the Investment Manager will not otherwise be liable for any costs, losses, claims and expenses suffered or incurred by the Manager, the directors, officers and employees of the Manager. The Manager agrees to use its best reasonable endeavours to mitigate any such damages, losses, liabilities, actions, proceedings, claims, costs and expenses. Furthermore, the Manager shall indemnify and keep indemnified, from the Manager's income attributable to the Company, the Investment Manager and the directors, officers and employees of the Investment Manager from and against any and all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Investment Manager in its

capacity as Investment Manager of the Funds other than those resulting from the negligence, bad faith, recklessness, wilful default or fraud in the performance of its obligations or duties or as a result of a breach of the Investment Management Agreement or breach of the Regulations by the Investment Manager.

Notwithstanding any other provisions of the Investment Management Agreement and insofar as the Investment Manager has recourse to the assets of the Company, the Investment Manager's recourse against the Company in respect of any claims which may be brought against, suffered or incurred by the Investment Manager shall be limited to the Fund established in respect of the Shares to which the claims relates, and the Investment Manager shall have no recourse to any other assets of the Company or any other Fund in respect of any such claims. If, following the realisation of all of the assets of the relevant Fund and the application of such realisation proceeds in payment of all claims relating to the relevant Fund (if any) and all other liabilities (if any) of the Company ranking *pari passu* with or senior to the Claims which have recourse to the relevant Fund (hereinafter the "Relevant Date"), the claims are not paid in full: (a) the amount outstanding in respect of the claims relating to the relevant Fund shall be automatically extinguished; (b) the Investment Manager shall have no further right of payment in respect thereof; and (c) the Investment Manager shall not be able to petition for the winding up of the Company or the termination of any other Fund as a consequence of any such shortfall, provided however that (a)-(c) above shall not apply to any assets of the Fund that may be subsequently held or recouped by the Fund between the Relevant Date and the date of termination of the Fund in accordance with the requirements of the Central Bank

- (c) The Depositary Agreement dated 13 October 2016 between the Company, the Manager and the Depositary whereby the Company appointed the Depositary appointed as depositary to the Company and for the purposes of and in compliance with the Regulations.

The Depositary provides services to the Company and its Funds as set out in the Depositary Agreement and, in doing so, shall comply with the Regulations.

The Depositary Agreement provides that the Depositary shall be liable to the Company and the Shareholders, (i) in respect of a loss of a financial instrument held in its custody (or that of its duly appointed delegate). In the case of such a loss of a financial instrument held in custody, the Depositary shall return a financial instrument of an identical type or the corresponding amount to the Company without undue delay. The Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary; and (ii) in respect of all other losses as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the Regulations.

- (i) The Company, out of the assets of the relevant Fund, shall indemnify the Depositary, every delegate and their respective officers, agents and employees ("Indemnified Persons") on an after-tax basis in respect of any and all Liabilities (as defined in the Depositary Agreement);
- (ii) Any breach by the Company, Fund, or the Manager of Applicable Law (as defined in the Depositary Agreement), the Articles, the Depositary Agreement, this Prospectus or fraud, negligence or wilful default of the Company, Fund or Manager to disclose to the Shareholders any information required by the Depositary Agreement or the Regulations, or to provide to the Depositary with any information required by the Depositary in order to provide the services listed in the Depositary Agreement;
- (iii) Any Identified Custody Risk or Identified Segregation Risk (as defined in the Depositary Agreement);

- (iv) The registration of Financial Instruments and Other Assets in the name of the Depositary Agreement);
- (v) any breach of or default under any of the representations, warranties, covenants, undertakings or agreements made by the Depositary, a delegate or sub-delegate (or a nominee of the Depositary, a delegate or sub-delegate of a delegate) on behalf of the Company or relevant Fund in connection with any subscriptions, application forms, shareholder questionnaires, purchase agreements, related documentation or similar materials relating to the Company's or Fund's investment in any collective investment scheme, managed account, investment company or similar pooled investment vehicle on behalf of the Company or relevant Fund,

provided that such indemnity shall not apply to any Liabilities (as defined in the Depositary Agreement) arising out of the negligence, fraud or wilful default of the Indemnified Person or to the extent that such indemnity would require the Company, out of the assets of the relevant Fund, to indemnify the Depositary for any loss which the Depositary is liable to the Fund under the Regulations.

The Depositary Agreement shall continue in force unless and until terminated by any party giving not less than 90 days' prior written notice to the other, although termination may be immediate in certain circumstances, such as the insolvency of the Depositary. Upon an (envisaged) removal or resignation of the Depositary, the Company shall with due observance of the applicable the Central Bank Regulations, appoint a successor Depositary. The Depositary may not be replaced without the approval of the Central Bank.

- (d) The **Administration Agreement** dated 16 December 2013 between the Manager, the Company and the Administrator. The Administration Agreement provides that the appointment of the Administrator will continue unless and until terminated by either party giving to the other not less than 90 days' written notice although in certain circumstances the Administration Agreement may be terminated forthwith by notice in writing by either party to the other. The Administration Agreement contains certain indemnities payable by the Manager or out of the assets of the relevant Fund in favour of the Administrator which are restricted to exclude matters arising by reason of the negligence, fraud or wilful misconduct of the Administrator, its directors, officers, employees, servants or agents in the performance of its or their obligations.

Notwithstanding any other provision of the Administration Agreement, the Administrator's recourse against the Company in respect of any claims which may be brought against, suffered or incurred by the Administrator, its permitted delegates, servants or agents shall be limited to the assets of the relevant sub-fund established in respect of shares to which the claims relate and determined at the point in time at which the event giving rise to the indemnity claim occurs and the Administrator shall have no recourse to any other sub-fund of the Company in respect of any such claims. If, following the realisation of all of the assets of the relevant sub-fund of the Company and subject to the application of such realisation proceeds in payment of all claims relating to the relevant sub-fund of the Company (if any) and all other liabilities (if any) of the Fund ranking pari passu with or senior to the claims which have recourse to the relevant sub-fund of the Company (hereinafter the "Relevant Date"), the claims are not paid in full: (a) the amount outstanding in respect of the claims relating to the relevant sub-fund of the Company shall be automatically extinguished; and (b) the Administrator shall have no further right of payment in respect thereof; and (c) the Administrator shall not be able to petition for the winding-up of the Company or the termination of any other sub-fund of the Company as a consequence of any such shortfall, provided however that sub-clauses (a) and (b) above shall not apply to any assets of the relevant sub-fund of the Company that may be subsequently held or recouped by the relevant sub-fund of the Company.

- (e) The **RQFII Custodian Agreement** dated 16 December 2013 (as amended) between the Company, the Global Sub-Custodian, the PRC Custodian, the Custodian and the Investment Manager (as RQFII holder). The RQFII Custodian Agreement provides that the appointment of the PRC Custodian will continue unless and until terminated by either party giving to the others not

less than 30 days' written notice although in certain circumstances the RQFII Custodian Agreement may be terminated forthwith by notice in writing by each party to the other.

The RQFII Custodian Agreement contains certain contingent indemnities payable out of the assets of the relevant Fund in favour of the Global Sub-Custodian which are restricted to exclude matters arising as a result of the Global Sub-Custodian's fraud, negligence or wilful default.

- (f) **Additional Contracts.** In addition to the above, local laws or regulations in certain EEA countries may require that the Company appoints a local paying agent. The role of the paying agent may entail, for example maintaining accounts through which subscription and repurchase proceeds and dividends are paid. Investors who choose or are obliged under local regulations to pay/receive subscription/repurchase monies via the intermediary entity rather than directly to the Depositary or the Company bear a credit risk against that entity with respect to a) subscription monies and b) repurchase monies. The appointment of a paying agent (including a summary of the agreement appointing such paying agent) will be detailed in a Country Supplement. The provision of such services shall be on arm's length commercial terms for the Company for which fees shall be charged at normal commercial rates and expenses are to be reimbursed.

COMPANY INFORMATION

REPORTS AND ACCOUNTS

The Company's year-end is 31 December of each year. The annual report and audited accounts of the Company will be sent to Shareholders and the Central Bank within four months after the conclusion of each accounting year and at least 21 days before the general meeting of the Company at which they are to be submitted for approval. The Company will also send a semi-annual report and unaudited accounts to Shareholders and the Central Bank within two months after the end of each semi-annual period which will be 30 June in each year.

Such reports and accounts will contain a statement of the Net Asset Value of each Fund and of the investments comprised therein as at the year-end or the end of such semi-annual period.

The audited annual report and accounts for each Fund in respect of each financial year shall be prepared in accordance with International Financial Reporting Standards ("IFRS").

The Directors may send such reports and accounts electronically to Shareholders in accordance with the requirements of the Central Bank. See "Documents for Inspection" below.

TRANSFER OF SHARES

Shares in each Fund will be transferable by instrument in writing signed by (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor provided always that the transferee completes an Application Form to the satisfaction of the Administrator and furnishes the Administrator with any documents required by it. In the case of the death of one of joint Shareholders, the survivor or survivors will be the only person or persons recognised by the Company as having any title to or interest in the Shares registered in the names of such joint Shareholders. Shares may also be transferred in accordance with the rules of a clearing system as the Articles permit the transfer of Shares in Dematerialised Form.

Shares may not be transferred to a United States Person.

United States Persons are subject to additional restrictions on transferability described in the Subscription Documents.

Persons dealing through a clearing system may be required to provide a representation that any transferee is not a Prohibited Person.

To the extent the Shares are not held through a Recognised Clearing and Settlement System, if the transferor is, or is deemed to be, or is acting on behalf of, an Irish Taxable Person the Company may redeem and cancel a sufficient portion of the transferor's Shares as will enable the Company to pay the tax payable in respect of the transfer to the Revenue Commissioners in Ireland.

NOTIFICATION OF PRICES

The Net Asset Value per Share of each Class in each Fund will be available from the Administrator, and will be published daily on the Website with respect to the Net Asset Value of the previous day.

COMMUNICATIONS WITH SHAREHOLDERS

Communications with Shareholders may be effected by electronic mail or by any other means of communication provided that the Shareholder has consented to such method of communication. Copies of any documents sent to Shareholders will be available for inspection at the office of the Administrator. Communications with Shareholders will also be published on the Website. Investor should regularly visit the Website, or request that their stockbrokers or other financial agents or advisers do so on their behalf, to ensure that they obtain such information on a timely basis.

INCORPORATION AND SHARE CAPITAL

The Company was incorporated and registered in Ireland as an investment company with variable capital on 29th November 2013 with registered number 536094.

At the date hereof the authorised share capital of the Company is 2 subscriber shares ("subscriber shares") of €1 each and 1,000,000,000,000 shares of no par value initially designated as unclassified shares and available for issue as Shares.

There are no rights of pre-emption attaching to the Shares.

SUMMARY OF ARTICLES

Clause 2 of the Articles provides that the sole object of the Company is the collective investment in Transferable Securities and/or other liquid financial assets of capital raised from the public operating on the principle of risk-spreading in accordance with the Regulations.

The Articles contain provisions to the following effect:

Directors' Authority to Allot Shares The Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities, including fractions thereof, up to an amount equal to the authorised but as yet unissued share capital of the Company.

Variation of rights The rights attached to any Class may be varied or abrogated with the consent in writing of the Shareholders of three-quarters in number of the issued shares of that Class, or with the sanction of a special resolution passed at a separate general meeting of the Shareholders of the shares of the Class, and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up but such consent or sanction will not be required in the case of a variation, amendment or abrogation of the rights attached to any shares of any Class if, in the view of the Directors, such variation, amendment or abrogation does not materially prejudice the interests of the relevant shareholders or any of them. Any such variation, amendment or abrogation will be set out in a supplement to (or re-statement of) the relevant Supplement originally issued in connection with the relevant shares, a copy of which will be sent to the relevant Shareholders entered on the register on the date of issue of such document and will be binding on the relevant Shareholders. The quorum at any such separate general meeting, other than an adjourned meeting, shall be two persons holding or representing by proxy at least one third of the issued Shares of the Class in question and the quorum at an adjourned meeting shall be one person holding Shares of the Class in question or his proxy.

Voting Rights The Company may issue Voting Shares and Non-Voting Shares. The Non-Voting Shares do not carry any rights to notice of, attend or vote at general meetings of the Company or any Fund. In respect of the Voting Shares, subject to any rights or restrictions for the time being attached to any Class or Classes of Voting Shares, on a show of hands every Shareholder who is present in person or by proxy shall have one vote and the Shareholder(s) of subscriber shares present in person or by proxy shall have one vote in respect of all the subscriber shares in issue and on a poll every Shareholder present in person or by proxy shall have one vote for every Voting Share of which he is the Shareholder and every Shareholder of a subscriber share present in person or by proxy shall have one vote in respect of his holding of subscriber shares. On a poll of all the Shareholders of Shares in a Fund, where there is more than one Class of Shares in existence in that Fund, the voting rights of such Shareholders may at the discretion of the Directors be adjusted in such manner, determined by the Directors, so as to reflect the most recently calculated price at which the Shares of each of the Classes in question may be repurchased by the Company. Shareholders who hold a fraction of a Voting Share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such fraction of a Voting Share. In accordance with the requirements of the Central Bank, the decision to subscribe for any Class of Shares in respect of which the voting rights are restricted shall be made solely by the investor and any Shareholder of Non-Voting Shares shall have the right to switch their holding to Voting Shares without incurring any fee or charge on such exchange;

Change in Share Capital The Company may from time to time by ordinary resolution increase the share capital by such amount and/or number as the resolution may prescribe. The Company may also by ordinary resolution, consolidate and divide all or any of its share capital into shares of larger amount, subdivide its shares, or any of them, into shares of smaller amount or value or cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the shares so cancelled or redenominate the currency of any Class of Shares.

Directors' Interests Provided that the nature and extent of his interest shall be disclosed as set out below, no Director or intending Director shall be disqualified by his office from contracting with the Company nor shall any such contract or arrangement entered into by or on behalf of any other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or

arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested.

A Director shall not vote at a meeting of the Directors or a committee established by the Directors on any resolution concerning a matter in which he has, directly or indirectly an interest which is material (other than an interest arising by virtue of his interest in shares or debentures or other securities or otherwise in or through the Company) or a duty which conflicts or may conflict with the interest of the Company. A Director shall not be counted in the quorum present at a meeting in relation to such resolution on which he is not entitled to vote.

A Director shall be entitled to vote and be counted in the quorum in respect of any resolutions concerning the following matters, namely:

- (vi) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or associated companies or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or associated companies;
- (vii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (viii) any proposal concerning any offer of shares or debentures or other securities of or by the Company or any of its subsidiary or associated companies for subscription, purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- (ix) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer, shareholder or otherwise howsoever.

The Company by ordinary resolution may suspend or relax the provisions described above to any extent or ratify any transaction not duly authorised by reason of a contravention thereof.

Borrowing Powers Subject to the Regulations, the Directors may exercise all the powers of the Company to borrow or raise money and mortgage or charge its undertaking, property and assets (both present and future) and uncalled capital or any part thereof and to issue securities, whether outright or as collateral security for any debt, liability or obligation of the Company, provided that all such borrowings shall be within the limits and conditions laid down by the Central Bank.

Delegation to Committee The Directors may delegate any of their powers to any committee whether or not consisting of Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the Articles regulating the proceedings of Directors so far as they are capable of applying.

Retirement of Directors The Directors shall not be required to retire by rotation or by virtue of their attaining a certain age.

Directors' Remuneration Unless otherwise determined from time to time by the Company in general meeting, the ordinary remuneration of each Director shall be determined from time to time by resolution of the Directors. Any Director who is appointed as an executive director (including for this purpose the office of chairman or deputy chairman) or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of fees, commission or otherwise as the Directors may determine. The Directors may be paid all travelling, hotel and other out-of-pocket expenses properly incurred by them in connection with their attendance at meetings of the Directors or committees established by the Directors or

general meetings or separate meetings of the Shareholders of any Class of Shares of the Company or otherwise in connection with the discharge of their duties.

Transfer of Shares Subject to the restrictions set out below, the Shares of any Shareholder may be transferred by instrument in writing in any usual or common form or any other form, which the Directors may approve.

The Directors in their absolute discretion and without assigning any reason therefore may decline to register any transfer of a Share to (i) a Prohibited Person or; (ii) an individual under the age of 18 (or such other age as the Directors may think fit) or of unsound mind; or (iii) any person unless the transferee of such Shares would, following such transfer, be the Shareholder of Shares equal to or greater than the Minimum Initial Subscription; or (iv) any person in circumstances where as a result of such transfer the transferor or transferee would hold less than the Minimum Holding; or (v) any person where in respect of such transfer any payment of taxation remains outstanding.

The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate for the Shares to which it relates (if issued), is in respect of one class of Share only, is in favour of not more than four transferees and is lodged at the registered office or at such other place as the Directors may appoint.

Right of Redemption Shareholders have the right to request the Company to redeem their Shares in accordance with the provisions of the Articles.

Dividends The Articles permit the Directors to declare such dividends on any Class of Shares as appears to the Directors to be justified by the profits of the relevant Fund. The Directors may, satisfy any dividend due to Shareholders of Shares in whole or in part by distributing to them in specie any of the assets of the relevant Fund, and in particular any investments to which the relevant Fund is entitled. A shareholder may require the Directors instead of transferring any assets in specie to him, to arrange for a sale of the assets and for payment to the shareholder of the net proceeds of same. Any dividend unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund.

Funds The Directors are required to establish a separate portfolio of assets for each Fund created by the Company from time to time, to which the following shall apply:-

- (i) the proceeds from the allotment and issue of Shares of each Class in the Fund shall be applied to the Fund established for that purpose, and the investments and the liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Articles;
- (ii) any asset derived from any other asset(s) (whether cash or otherwise) comprised in any Fund, shall be applied in the books and records of the Company to the same Fund as the asset from which it was derived and any increase or diminution in the value of such an asset shall be applied to the relevant Fund;
- (iii) in the event that there are any assets of the Company which the Directors do not consider are attributable to a particular Fund or Funds, the Directors shall, with the approval of the Depositary, allocate such assets to and among any one or more of the Funds in such manner and on such basis as they, in their discretion, deem fair and equitable; and the Directors shall have the power to and may from time to time, with the approval of the Depositary vary the basis in relation to assets previously allocated;
- (iv) no Shares will be issued on terms that entitle the Shareholder of any Fund to participate in the assets of the Company other than the assets (if any) of the Fund relating to such Shares. If the proceeds of the assets of the relevant Fund are not sufficient to fund the full repurchase proceeds payable to each Shareholder for the relevant Fund, the proceeds of the relevant Fund will, subject to the terms for the relevant Fund, be distributed equally among each Shareholder of the relevant Fund pro rata to the amount paid upon the Shares held by each Shareholder. If the realised net assets of any Fund are insufficient to pay any amounts due on the relevant Shares in full in accordance with the terms of the relevant Fund, the relevant Shareholders of that Fund will have no further right of payment in respect of such Shares or any claim against the Company, any other Fund or any assets of the Company in respect of any shortfall;

- (v) each Fund shall be charged with the liabilities, expenses, costs, charges or reserves of the Company in respect of or attributable to that Fund; and
- (vi) in the event that any asset attributable to a Fund is taken in execution of a liability not attributable to that Fund, the provisions of section 1406(6) of the Companies Act shall apply.

Fund Exchanges Subject to the provisions of the Articles, a Shareholder holding Shares in any Class in a Fund on any Dealing Day shall have the right from time to time to exchange, subject to an exchange fee being applied (as described in this Prospectus), all or any of such Shares for Shares of another Class in a separate Fund (such Fund being an existing Fund or a Fund agreed by the Directors to be brought into existence with effect from that Dealing Day).

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

- (A) if at any time the Net Asset Value of the relevant Fund shall be less than the Minimum Fund Size as may be determined by the Directors in respect of that Fund and disclosed in the relevant Supplement; or
 - (B) if any Fund shall cease to be authorised or otherwise officially approved; or
 - (C) if any law shall be passed which renders it illegal or in the opinion of the Directors impracticable or inadvisable to continue the relevant Fund; or
 - (D) if there is a change in material aspects of the business, in the economic or political situation relating to a Fund which the Directors consider would have material adverse consequences on the Investments of the Fund; or
 - (E) if the Directors shall have resolved that it is impracticable or inadvisable for a Fund to continue to operate having regard to prevailing market conditions and the best interests of the Shareholders.
- (i) the Directors shall give notice of termination of a Fund to the Shareholders in the relevant Fund and by such notice fix the date at which such termination is to take effect, which date shall be for such period after the service of such notice as the Directors shall in their sole and absolute discretion determine;
 - (ii) with effect on and from the date as at which any Fund is to terminate or in the case of (A) below such other date as the Directors may determine:-
 - (A) No Shares of the relevant Fund may be issued or sold by the Company;
 - (B) The Investment Manager shall, on the instructions of the Directors, realise all the assets then comprised in the relevant Fund (which realisation shall be carried out and completed in such manner and within such period after the termination of the relevant Fund as the Directors think advisable);
 - (C) The Depositary shall, on the instructions of the Directors from time to time, distribute to the Shareholders in proportion to their respective interests in the relevant Fund all net cash proceeds derived from the realisation of the relevant Fund and available for the purpose of such distribution, provided that the Depositary shall not be bound (except in the case of the final distribution) to distribute any of the monies for the time being in its hands the amount of which is insufficient to pay €1 or its equivalent amount in the relevant currency in respect of each Share of the relevant Fund and provided also that the Depositary shall be entitled to retain out of any monies in its hands as part of the relevant Fund full provision for all costs, charges, expenses, claims and demands incurred, made or apprehended by the Depositary or the Directors in connection with or arising out of the termination of the relevant Fund and out of the monies so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands; and
 - (D) Every such distribution referred to at (C) above shall be made in such manner as the Directors shall, in their sole and absolute discretion, determine but shall be made only against production of the certificates or warrants relating to the Shares of the relevant Fund if issued in respect of which the same is made and upon delivery to the Depositary of

such form of request for payment as the Depositary shall in its absolute discretion require. All certificates shall in the case of an interim distribution be encased by the Depositary with a memorandum of payments made and in the case of the final distribution shall be surrendered to the Depositary. Any unclaimed proceeds or other cash held by the Depositary may at the expiration of twelve months from the date upon which the same were payable be paid into court subject to the right of the Depositary to deduct therefrom any expenses it may incur in making such payment;

- (iii) the Directors shall have the power to propose and implement a reconstruction and/or amalgamation of the Company or any Fund(s) on such terms and conditions as are approved by the Directors subject to the following conditions namely:
 - (A) that the prior approval of the Central Bank has been obtained; and
 - (B) that the Shareholders in the relevant Fund or Funds have been circulated with particulars of the scheme of reconstruction and/or amalgamation in a form approved by the Directors and a special resolution of the Shareholders in the relevant Fund or Funds has been passed approving the said scheme.

The relevant scheme of reconstruction and/or amalgamation shall take effect upon such conditions being satisfied or upon such later date as the scheme may provide or as the Directors may determine whereupon the terms of such scheme shall be binding upon all the Shareholders and the Directors shall have the power to and shall do all such acts and things as may be necessary for the implementation thereof.

Winding up The Articles contain provisions to the following effect:

- (i) If the Company shall be wound up the liquidator shall, subject to the provisions of the Companies Act, apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims relating to that Fund.
- (ii) The assets available for distribution amongst the Shareholders shall be applied as follows: first the proportion of the assets in a Fund attributable to each Class of share shall be distributed to the Shareholders of Shares in the relevant Class in the proportion that the number of shares held by each Shareholder bears to the total number of shares relating to each such Class of Shares in issue as at the date of commencement to wind up, secondly, in the payment to the Shareholder(s) of the Subscriber Shares of sums up to the nominal amount paid thereon out of the assets of the Company not attributable to any Class of Share. In the event that there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets of the Company attributable to each Class of Shares; and thirdly, any balance then remaining and not attributable to any of the Classes of Shares shall be apportioned pro-rata as between the Classes of shares based on the Net Asset Value attributable to each Class of Shares as at the date of commencement to wind up and the amount so apportioned to a Class shall be distributed to Shareholders pro-rata to the number of Shares in that Class of Shares held by them.
- (iii) A Fund may be wound up pursuant to section 1402 of the Companies Act and in such event the winding up provisions of the Articles shall apply mutatis mutandis in respect of that Fund.
- (iv) If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the relevant Shareholders and any other sanction required by the Companies Act, divide among the Shareholders of Shares of any Class or Classes within a Fund in specie the whole or any part of the assets of the Company relating to that Fund, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more Class or Classes of property, and may determine how such division shall be carried out as between all the Shareholders of the Company or the Shareholders of different Classes of Shares in a Fund. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Shareholder shall be compelled to accept any assets in respect of which there is a liability. A Shareholder may request the liquidator, instead of transferring the assets in specie to it, to dispose of them and to pay the net sales proceeds instead.

Share Qualification The Articles do not contain a share qualification for Directors.

Change of Name In the event that Invesco Investment Management Limited ceases to be Manager of the Company, and a company within the Promoter's group is not appointed in its place as the Manager of the Company, then, prior to or immediately following such termination becoming effective, the Directors will arrange to convene an extraordinary general meeting to propose that the name of the Company be changed to a name which will not reflect any involvement on the part of Invesco Investment Management Limited (or any of its Affiliates) with the Company. At any such extraordinary general meeting called to change the name, those Shareholders who (being individuals) are present in person or by proxy or (being corporations) are present by proxy or by a duly authorised representative and entitled to vote and who vote on a poll in favour of the resolution proposed to change the name of the Company shall collectively have such total number of votes as is one or more than the number of votes which are required to be cast on such a poll for the said special resolution to be carried. Such a change of name shall take place in accordance with the provisions of the Companies Act and the requirements of the Central Bank.

MISCELLANEOUS

As of the date of this Prospectus, the Company does not have any loan capital (including term loans) outstanding or created but unissued or any outstanding mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptances or acceptance credits, hire purchase or finance lease commitments, guarantee or other contingent liabilities.

Save as disclosed under the heading "Directors' Interests" above, no Director has any interest in the promotion of or in any property acquired or proposed to be acquired by the Company.

Save as may result from the entry by the Company into the agreements listed under the heading "Material Contracts" above or any other fees, commissions or expenses discharged, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Company.

No commissions, discounts, brokerages or other special terms have been paid or granted by the Company, or are payable by the Company for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares or loan capital of the Company.

The Manager may pay a portion of its fee to distributors, dealers or other entities that assist it in the performance of its duties or provide services, directly or indirectly, to the Funds or their Shareholders and may enter into private arrangements on a negotiated basis with a holder or prospective holder of Shares. The selection of holders or prospective holders of Shares with whom such private arrangements may be made and the terms on which the Manager or their respective affiliates, designees or placement agents may enter into such private arrangements are a matter for the relevant entity, except that as a condition of any such arrangements, the Company will not thereby incur any obligation or liability whatsoever.

DOCUMENTS FOR INSPECTION

Copies of the documents at (a), (f) - (i) below may be inspected free of charge during usual business hours on any week day (Saturday, Sunday and public holidays excepted) at the offices of the Company Secretary and the documents at (a) - (e) below at the offices of Invesco UK Services Limited, Portman Square House, 43-45 Portman Square, London, W1H 6LY, United Kingdom.

- (a) the Articles;
- (b) the Prospectus of the Company;
- (c) the Supplements of the Funds
- (d) the key investor information document;
- (e) the financial reports of the Company;
- (f) the Regulations;
- (g) the UCITS series of regulations issued by the Central Bank; and
- (h) a list of past and current directorships and partnerships held by each Director over the last five years.

Copies of the periodic reports and accounts may be obtained from the Administrator free of charge.

Copies of the documents referred to at (a) - (e) above, will also be available on the Website, efi.invesco.com.

The above documents may also be delivered to interested investors at their request.

To the extent not captured in this Prospectus or in the event such details have changed and have not been reflected in a revised version of this Prospectus, up-to-date information will be provided to Shareholders on request, free of charge regarding:

- (i) the identity of the Depositary and a description of its duties and of conflicts of interest that may arise; and
- (ii) a description of any safe-keeping functions delegated by the Depositary, a list of delegates and sub-delegates and any conflicts of interest that may arise from such delegation.

REMUNERATION POLICY

The Manager has a remuneration policy in place to ensure compliance with UCITS V. This remuneration policy imposes remuneration rules on staff and senior management within the Manager whose activities have a material impact on the risk profile of the Funds. The Directors will ensure that its remuneration policies and practices are consistent with sound and effective risk management, will not encourage risk-taking which is inconsistent with the risk profile of the Funds and the Articles, and will be consistent with UCITS V. The Directors will ensure that the remuneration policy is at all times consistent with the business strategy, objectives, values and interests of the Manager, the Funds and Shareholders, and includes measures to ensure that all relevant conflicts of interest may be managed appropriately at all times. Further details with regard to the remuneration policy are available at the following website: efi.invesco.com. The remuneration policy may be obtained free of charge on request from the Manager.

Appendix I – Markets

The exchanges/markets are set out below in accordance with the requirements of the Central Bank which does not issue a list of approved markets.

STOCK EXCHANGES AND REGULATED MARKETS

With the exception of permitted investment in unlisted securities or in units of open-ended CIS, investment will be limited to the following stock exchanges and regulated markets:-

1. (a) any stock exchange which is:
 - (i) located in any Member State;
 - (ii) located in an EEA Member State;
 - (iii) located in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States of America, Turkey;
 - (iv) located in the United Kingdom; or
- (b) any stock exchange included in the following list:

Argentina	<i>Buenos Aires Stock Exchange, Cordoba Stock Exchange, La Plata Stock Exchange, Mendoza Stock Exchange, Rosario Stock Exchange, Mercado Abierto Electronico;</i>
Bahrain	<i>Bahrain Stock Exchange;</i>
Bangladesh	<i>Dhaka Stock Exchange, Chittagong Stock Exchange;</i>
Bermuda	<i>Bermuda Stock Exchange;</i>
Botswana	<i>Botswana Stock Exchange;</i>
Brazil	<i>Bolsa de Valores, Mercadorias e Futuros de São Paulo Chile Santiago Stock Exchange, Valparaiso Stock Exchange;</i>
Chile	<i>Santiago Stock Exchange;</i>
China	<i>Shanghai Stock Exchange and Shenzhen Stock Exchange;</i>
Colombia	<i>Bogota Stock Exchange, Medellin Stock Exchange;</i>
Egypt	<i>Cairo Stock Exchange, Alexandria Stock Exchange;</i>
Ghana	<i>Ghana Stock Exchange</i>
Hong Kong	<i>Hong Kong Stock Exchange</i>
India	<i>Bombay Stock Exchange, Madras Stock Exchange, Delhi Stock Exchange and the National Stock Exchange of India, Ahmedabad Stock Exchange, Bangalore Stock Exchange, Cochin Stock Exchange, Gauhari Stock Exchange, Magadh Stock Exchange, The Stock Exchange Mumbai, Pune Stock Exchange, Hyderabad Stock Exchange, Uttar Pradesh Stock Exchange, Calcutta Stock Exchange, Ludhiana Stock Exchange;</i>
Indonesia	<i>Indonesia Stock Exchange, Jakarta Stock Exchange;</i>
Israel	<i>Tel Aviv Stock Exchange;</i>
Jordan	<i>Amman Stock Exchange;</i>
Kenya	<i>Nairobi Stock Exchange;</i>

Kuwait	<i>Kuwait Stock Exchange;</i>
Lebanon	<i>Beirut Stock Exchange;</i>
Malaysia	<i>Bursa Malaysia, Kuala Lumpur Stock Exchange;</i>
Mauritius	<i>Stock Exchange of Mauritius;</i>
Mexico	<i>Bolsa Mexicana de Valores;</i>
Morocco	<i>Casablanca Stock Exchange;</i>
Oman	<i>Oman Stock Exchange;</i>
Pakistan	<i>Karachi Stock Exchange (Guarantee) Ltd, Lahore Stock Exchange, Islamabad Stock Exchange;</i>
Peru	<i>Lima Stock Exchange (Bolsa de Valores de Lima);</i>
Philippines	<i>Philippines Stock Exchange;</i>
Qatar	<i>Doha Securities Market;</i>
Russia	<i>Moscow Exchange, Russian Trading System Stock Exchange (RTS), Moscow Interbank Currency Exchange (MICEX);</i>
Saudi Arabia	<i>Saudi Stock Exchange;</i>
Singapore	<i>Singapore Exchange;</i>
South Africa	<i>Johannesburg Stock Exchange;</i>
South Korea	<i>Korea Stock Exchange;</i>
Sri Lanka	<i>Colombo Stock Exchange;</i>
Taiwan	<i>Taiwan Stock Exchange Corporation;</i>
Thailand	<i>The Stock Exchange of Thailand, Bangkok Tunisia Bourse de Valeurs Mobiliers de Tunis;</i>
Turkey	<i>Istanbul Stock Exchange</i>
United Arab Emirates	<i>Abu Dhabi Exchange, Dubai International Financial Exchange, Dubai Financial Markets</i>
Vietnam	<i>Vietnam Stock Exchange</i>
Zambia	<i>Lusaka Stock Exchange in respect of government debt, corporate debt and equities only</i>

(c) any of the following over the counter markets:

- (i) The market organised by the International Capital Market Association;
- (ii) The (i) market conducted by banks and other institutions regulated by the Financial Conduct Authority (FCA) and subject to the Inter-Professional Conduct provisions of the FCA's Market Conduct Sourcebook and (ii) market in non-investment products which is subject to the guidance contained in the Non Investment Products Code drawn up by the participants in the London market, including the FCA and the Bank of England;
- (iii) The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York and the US Securities and Exchange Commission;
- (iv) The over-the-counter market in the United States conducted by primary and second 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);

- (v) The Over-the-Counter market in Canadian Government Bonds as regulated by the Investment Industry Regulatory Organisation of Canada;
- (vi) The French market for Titres de Creance Negotiable (over-the-counter market in negotiable debt instruments).
- (vii) The Chinese Inter-Bank Bond Market regulated by the Chinese Central Bank - People's Bank of China.

(d) any of the following electronic exchanges:

- (i) NASDAQ.

2 In relation to any exchange traded financial derivative contract, any stock exchange on which such contract may be acquired or sold and which is regulated, operates regularly, is recognised and open to the public and which is (i) located in an EEA Member State, (ii) located in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States, United Kingdom (iii) the Channel Islands Stock Exchange (iv) listed at (d) above or (v) any of the following:

- (i) The Chicago Board of Trade;
- (ii) The Mercantile Exchange;
- (iii) The Chicago Board Options Exchange;
- (iv) EDX London;
- (v) New York Mercantile Exchange;
- (vi) New York Board of Trade;
- (vii) New Zealand Futures and Options Exchange;
- (viii) Hong Kong Futures Exchange;
- (ix) Singapore Commodity Exchange;
- (x) Tokyo International Financial Futures Exchange.

Appendix II - Investment Restrictions Applicable to the Funds under the Regulations

This Appendix II outlines the permitted investments and general investment restrictions applying to each Fund. Please see the relevant Supplement for each Fund for details of any investment restrictions specific to that Fund. For the avoidance of doubt, any additional Fund specific investment restrictions outlined in the relevant Supplement for that Fund may be more restrictive than the investment restrictions set out in this Appendix II.

1	Permitted Investments
1.1	Investments of a UCITS are confined to: Transferable Securities and Money Market Instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State;
1.2	recently issued Transferable Securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year;
1.3	Money Market Instruments other than those dealt on a Regulated Market;
1.4	units of UCITS;
1.5	units of AIFs;
1.6	deposits with credit institutions;
1.7	financial derivative instruments.
2	Investment Restrictions
2.1	A UCITS may invest no more than 10% of net assets in Transferable Securities and Money Market Instruments other than those referred to in paragraph 1.
2.2	A UCITS may invest no more than 10% of net assets in recently issued Transferable Securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by the UCITS in certain US securities known as Rule 144A securities provided that: -the securities are issued with an undertaking to register with the US Securities and Exchange Commission within one year of issue; and -the securities are not illiquid securities, i.e. they may be realised by the UCITS within seven days at the price, or approximately at the price, at which they are valued by the UCITS.
2.3	A UCITS may invest no more than 10% of net assets in Transferable Securities or Money Market Instruments issued by the same body provided that the total value of Transferable Securities and Money Market Instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
2.4	Subject to the prior approval of the Central Bank , the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bondholders. If a UCITS invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS.
2.5	The limit of 10% (in 2.3) is raised to 35% if the Transferable Securities or Money Market Instruments are issued or guaranteed by a Member State or its local authorities or by a non-

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

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

applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.

(v) Shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the redemption of units at unit-holders' request exclusively on their behalf.

- 5.4** UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to Transferable Securities or Money Market Instruments which form part of their assets.
- 5.5** The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- 5.6** If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.
- 5.7** Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:
- Transferable Securities;
 - Money Market Instruments*;
 - units of CIS; or
 - financial derivative instruments.
- 5.8** A UCITS may hold ancillary liquid assets.

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

6	Financial Derivative Instruments (“FDIs”)
6.1	The UCITS global exposure relating to FDI must not exceed its total net asset value.
6.2	Position exposure to the underlying assets of FDI, including embedded FDI in Transferable Securities or Money Market Instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the UCITS Requirements. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the UCITS Requirements.)
6.3	UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that: -The counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
6.4	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

It is intended that each Fund should have the power to avail of any change in the law, regulations or guidelines which would permit investment in assets and securities on a wider basis.

The Company will not amend such investment restrictions except in accordance with the requirements of the Central Bank.

Appendix III - Use Of Financial Derivative Instruments And Efficient Portfolio Management

Subject to the Regulations and to the conditions within the limits laid down by the Central Bank, the Company, on behalf of a Fund may invest in FDIs dealt on a regulated market and/or OTCs which will be used for investment purposes, hedging and/or efficient portfolio management purposes.

The FDIs in which a Fund may invest are spot and forward currency contracts, options on securities, indices and currencies, swaps, credit default swaps, futures and options on futures and when issued and forward commitment securities further details of which will be set out in the relevant Supplement.

Swaps

Pursuant to the Swap Strategy (described above and defined in the Supplement for the relevant Fund), the Fund may enter into Swaps to seek to receive the performance of the Reference Index. The Approved Counterparty may, where necessary, provide appropriate collateral to the Company, on behalf of the relevant Fund, in accordance with the Investment Restrictions so that the Company's risk exposure to the Approved Counterparty is reduced to the extent required by the Central Bank.

The Swaps may be terminated by either party at any time at their fair value or on the occurrence of certain events with respect to either the Fund or the Approved Counterparty including, but not limited to, an event of default (such as a failure to pay, breach of agreement or bankruptcy) or a termination event (which is not due to the fault of either party, for example, illegality or a tax event).

If the Swaps are terminated, due to an event of default or termination event, a close-out amount will be determined with respect to the Swaps. An amount equal to the relevant close-out amount (calculated in accordance with the terms of the Swaps) or such other amount as agreed between the parties will be settled between the Approved Counterparty and the Fund. The Swaps will at all times be valued in accordance with the provisions of the Prospectus. The Fund may then enter into new Swaps unless the Directors resolve that it is inadvisable to enter into new derivative contracts, or to invest directly in the underlying securities of the Reference Index or, if the Directors determine that there is no reasonable way to achieve the performance of the Reference Index, the Fund may be terminated in accordance with the provisions of the Prospectus.

The Swaps are unfunded derivatives whereby the subscriptions received from investors are used by the Fund to purchase securities which are components of the Reference Index or Reference Asset, as opposed to being transferred to the Counterparty to the Swap.

Unless expressly provided for in the relevant supplement, Funds and/or share Classes may not enter into funded Swaps.

The Fund may enter into separate Swaps agreements for different Classes of Shares. Each Swap will provide the relevant Class of Shares with exposure to the corresponding currency version of the Reference Index. Accordingly, the performance of the corresponding equity basket is accounted for at the level of the relevant Class of Shares.

The Company must employ through its service providers a risk management process which enables it to monitor, measure and manage at any time the risks attached to a Fund's FDI positions and their contribution to the overall risk profile of the portfolio of assets of a Fund. It must employ a process for accurate and independent assessment of the value of OTC FDI. The Company must provide the Central Bank with details of its FDI activity and risk assessment methodology and, in accordance with particular requirements of the Central Bank shall specify, for that purpose, the permitted types of FDI, the underlying risks, the quantitative limits and how these will be monitored and enforced and the methods which are chosen in order to estimate the risks associated with transactions in any FDI applicable to a Fund. A Fund may only employ FDIs that have been specified in the risk management process that the Company has submitted to the Central Bank. The Company will ensure that a Fund's global exposure to FDIs is measured using the either the "commitment" or the "value-at-risk" approach in accordance with the Central Bank Guidance entitled UCITS Financial Derivative Instruments and Efficient Portfolio Management and does not exceed the total net asset value of its portfolio and that counterparty risk exposure to any OTC derivative transactions never exceeds the limits permitted under the Regulations.

The Company will, on request, provide supplementary information to Shareholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent

developments in the risk and yield characteristics of the main categories of investments in respect of the relevant Fund.

A Fund may also employ techniques and instruments relating to Transferable Securities and/or other financial instruments in which it invests for efficient portfolio management purposes, a list of which are set out in the relevant Supplement. Use of such techniques and instruments should be in line with the best interests of the Shareholders and will generally be made for one or more of the following reasons:

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

For example, such use may, where provided in the Supplement for the relevant Fund, include using Swaps to exchange the performance of the securities held by a Fund for the Target Performance.

In addition, the use of such techniques and instruments must be realised in a cost-effective way and must not result in a change to the investment objective of the Fund or add supplementary risks not covered in this Prospectus. Please refer to the section of this Prospectus entitled "Risk Factors; EPM Risk" for more details. The risks arising from the use of such techniques and instruments shall be adequately captured in the Company's risk management process.

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

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

Futures

A futures contract is an agreement to buy or sell a stated amount of a security, currency or other asset at a specific future date and at a pre-agreed price. Futures can be used to gain exposure to positions in a more efficient manner. For example a single stock future could be used to provide a Fund with exposure to a single security. Index futures could also be used to manage risk, for example to hedge the risk of a security or group of securities held within the underlying index or with a high correlation with the underlying index.

Options

An option is an agreement that gives the buyer, who pays a fee (premium), the right — but not the obligation — to buy or sell a specified amount of an underlying asset at an agreed price (strike or exercise price) on or until the expiration of the contract (expiry). A call option is an option to buy, and a put option an option to sell. The bounds of the exposure of a Fund will be on the one side a potential unlimited exposure and on the other side an exposure that is limited to the higher of the premium paid or the market value of that option. A Fund may use such instruments to hedge against market risk or to gain exposure to relevant underlying equity or equity related security.

Forwards

A forward agreement is a customised, bilateral agreement to exchange an asset or cash flows at a specified future settlement date at a forward price agreed on the trade date. One party to the forward is the buyer (long), who agrees to pay the forward price on the settlement date; the other is the seller (short), who agrees to receive the forward price. Forward currency contracts could be used to hedge against currency risk that has resulted from assets held by the Fund that are not in the Base Currency. A Fund, may, for example, use forward currency contracts by selling forward a foreign currency against the Base Currency to protect the Fund from foreign exchange rate risk that has risen from holding assets in that currency.

A non-deliverable forward is a forward agreement which has no physical settlement of the two currencies at maturity and a net cash settlement is instead made by one party to the other based on the movement of the two currencies. Non-deliverable forwards are used in a variety of circumstances including where there

is low liquidity, such as to hedge local currency risks in emerging markets where local currencies are not freely convertible, or when there are restrictions on capital flows.

Contracts for Difference

A contract for difference is a trading instrument which creates a contract between two parties to exchange the difference in value of a particular currency or index between the time at which a contract is opened and the time at which it is closed. The contract payout will amount to the difference in the price of the asset between the time such contract is opened and the time it is closed. For long positions, if the asset rises in price, the buyer receives cash from the seller, and vice versa. A contract for difference does not have an expiry date and is effectively renewed at the close of each trading day and rolled forward indefinitely where required by the parties. A contract for difference could be used to hedge against currency or market risk that has resulted from the assets held by the Fund.

Credit Derivatives

A credit derivative is a financial instrument that transfers credit risk related to an underlying entity or a portfolio of underlying entities from one party to another without transferring the underlying. The underlying may or may not be owned by either party in the transaction. A Fund may use credit default swaps and credit default index swaps for hedging purposes.

Credit default swaps are swap agreements two parties, a protection buyer who makes fixed periodic payments, and a protection seller, who collects the premium in exchange for making the protection buyer whole in case of default. Credit default swaps being used to buy protection will be traded directly with counterparties with respect to individual credits. Buying protection is an alternative method of hedging portfolio risk if there is a concern about a temporary correction in the market or to express a negative view on an individual company, security or the markets in general.

Credit default index swaps are swap agreements in respect of an index portfolio of single-entity credit default swaps. Generally these are standardised contracts and the reference entities each have the same notional and recovery rate.

Spot foreign exchange transactions

A spot foreign exchange is an agreement between two parties for an exchange of two currencies at the prevailing market rate with delivery generally occurring two business days after the transaction has been concluded. The exchange rate at which the exchange is done is called the spot exchange rate. Spot foreign exchange contacts can be used to hedge against currency risk that has resulted from assets held by the Fund that are not in the Base Currency.

Repurchase/Reverse Repurchase Agreements and Securities Lending

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

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

A Fund that enters into a repurchase agreement should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered. Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the Fund.

All the revenues arising from efficient portfolio management techniques shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees arising. Such direct and indirect operational costs and fees (which are all fully transparent), which shall not include hidden revenue, shall include fees and expenses payable to repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company from time to time. Such fees and expenses of any repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company, which will be at normal commercial rates together with VAT, if any, thereon, will be borne by the Company or the Fund in respect of which the relevant party has been engaged. Details of Fund

revenues arising and attendant direct and indirect operational costs and fees as well as the identity of any specific repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company from time to time shall be included in the Company's semi-annual and annual reports.

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

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

The Manager will, at least annually, review and/or confirm the arrangements for securities lending and repurchase/reverse repurchase agreements and associated fees invoiced to the relevant Fund, if any.

Structured notes

For efficient portfolio management purposes, a Fund may also invest in structured notes which are listed or traded on a Market. Where a Fund is permitted to invest in structured notes, this will be set out in the Supplement for the relevant Fund. Investing in such notes would enable the Fund to gain an economic exposure to an equity security, a combination of equity securities or securities which are components of the Reference Index or Reference Asset, whilst the Fund's primary credit risk would be to the issuer of the note. A Fund may, if disclosed in the Supplement for the relevant Fund, also invest in other collective investment undertakings (including undertakings linked by common management or control) and hold ancillary liquid assets, in each case subject to the Investment Restrictions set out above and in accordance with the requirements of the Central Bank.

Collateral Policy

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

Collateral – Received by the Fund

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

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

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

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

Non-Cash Collateral

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

- (i) Liquidity: Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a

price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the Regulations.

- (ii) Valuation: Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.
- (iii) Issuer credit quality: Collateral received should be of high quality. The Manager shall ensure that:
 - (a) where the issuer was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the Manager in the credit assessment process; and
 - (b) where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in (a) this shall result in a new credit assessment being conducted of the issuer by the Manager without delay.
- (iv) Correlation: Collateral received should be issued by an entity that is independent from the counterparty. There should be a reasonable ground for the Manager to expect that it would not display a high correlation with the performance of the counterparty.
- (v) Diversification (asset concentration):
 - (a) Subject to paragraph (b), Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Fund's Net Asset Value. When the Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer.
 - (b) A Fund may be fully collateralised in different Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. Such Fund should receive securities from at least 6 different issues, but securities from any single issue should not account for more than 30% of the Fund's net value. A Fund that intends to be fully collateralised in securities issued or guaranteed by a Member State should disclose this fact in the supplement of the Fund. A Fund should also identify the Member States, local authorities, or public international bodies or guaranteeing securities which they are able to accept as collateral for more than 20% of their net asset value.
- (vi) Immediately available: Collateral received should be capable of being fully enforced by a Fund at any time without reference to or approval from the counterparty.
- (vii) Safe-keeping: Collateral received on a title transfer basis should be held by the Depositary or its agent. For other types of collateral arrangement, the collateral can be held by a third party depositary which is subject to prudential supervision, and which is unrelated to the provider of the collateral.
- (viii) Haircuts: The Company, on behalf of a Fund, shall apply suitably conservative haircuts to assets being received as collateral where appropriate on the basis of an assessment of the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of any stress tests performed as referred to above. The Company has determined that generally if issuer or issue credit quality of the collateral is not of the necessary quality or the collateral carries a significant level of price volatility with regard to residual maturity or other factors, a conservative haircut must be applied in accordance with more specific guidelines as will be maintained in writing by the Company on an ongoing basis. However, the application of such a haircut will be determined on a case by case basis, depending on the exact details of the assessment of the collateral. The Company, in its discretion, may consider it appropriate in certain circumstances to resolve to accept certain collateral with more conservative, less conservative or no haircuts applied if it so determines, on an objectively justifiable basis. Any extenuating circumstances that warrant the acceptance of relevant collateral with haircut provisions other than the guideline levels must be outlined in writing. Documentation of the rationale behind this is imperative. To the extent that a Fund avails of the increased issuer exposure facility in section 5(ii) of Schedule 3 of the Central Bank Regulations, such increased issuer exposure may be to any of the issuers listed in section 2.12 of Appendix II to the Prospectus.

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

Cash Collateral

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

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

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

Collateral – Posted by the Fund

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

Contracts for Differences

Futures and options contracts can also be referred to, as well as include, contracts for differences. These can be options and futures on any index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for differences carries the same risks as investing in a future or option. Transactions in contracts for differences may also have a contingent liability and an investor should be aware of the implications of this as set out below.

Contingent Liability Transactions

Contingent liability transactions which are margined require the Fund to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. If the Fund trades in futures, contracts for differences or sells options, the Fund may sustain a total loss of the margin it deposits with the broker to establish or maintain a position. If the market moves against the Fund, the Fund may be called upon to pay substantial additional margin at short notice to maintain the position. If the Fund fails to do so within the time required, its position may be liquidated at a loss and the Fund will be liable for any resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when the contract was entered into. Contingent liability transactions which are not traded on or under the rules of a recognised or designated investment exchange may expose you to substantially greater risks.

The Company on behalf of each Fund has filed with the Central Bank its risk management policy which enables it to accurately measure, monitor and manage the various risks associated with the use of FDIs. The Company will, on request, provide supplementary information to Shareholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

The Company unless otherwise specified in the supplement for the relevant Fund will use the commitment approach for the purposes of calculating global exposure for each Fund. A Fund's

total exposure to its underlying assets will be limited to 100% of its Net Asset Value unless otherwise stated in the supplement for the relevant Fund.

Appendix IV – Delegates appointed by the Depository

Country	Sub-custodian/Agent
Argentina	HSBC Bank Argentina S.A.
Australia	HSBC Bank Australia Ltd
Austria	UniCredit Bank Austria AG
Bahrain	HSBC Bank Middle East Ltd (Bahrain)
Bangladesh	The Hongkong and Shanghai Banking Corporation Ltd (Bangladesh)
Belgium	BNP Paribas Securities Services (Belgium)
Belgium	Euroclear Bank S.A./N.V.
Bermuda	HSBC Bank Bermuda Ltd
Bosnia-Herzegovina	Unicredit Bank DD (Bosnia)
Botswana	Standard Chartered (Botswana)
Brazil	Kirton Corretora de Titulos e Valores Mobiliarios
Bulgaria	UniCredit Bulbank AD
Canada	Royal Bank of Canada
Chile	Banco Santander Chile
China	HSBC Bank (China) Ltd; Citibank (China) Co Ltd
Colombia	Itau Securities Services Colombia S.A. Sociedad Fuduciaria
Croatia	Privredna Banka Zagreb
Cyprus	HSBC France, Athens Branch
Czech Republic	Ceskoslovenska Obchodni Banka, A.S.
Denmark	Skandinaviska Enskilda Banken AB (publ), Copenhagen Branch
Egypt	HSBC Bank Egypt SAE
Estonia	AS SEB Pank
Finland	Skandinaviska Enskilda Banken AB (publ.), Helsinki Branch
France	BNP Paribas Securities Services (France)
France	CACEIS Bank
Germany	HSBC Trinkaus & Burkhardt
Ghana	Standard Chartered Bank Ghana Ltd; Stanbic Bank Ghana Ltd
Greece	HSBC France, Athens Branch (Greece)
Hong Kong	The Hongkong & Shanghai Banking Corporation Ltd (CNC) (HK)
Hungary	Unicredit Bank Hungary Zrt
India	The Hongkong and Shanghai Banking Corporation Ltd (India)
Indonesia	PT Bank HSBC Indonesia
Ireland	HSBC Bank Plc (UK)
Israel	Bank Leumi Le-Israel BM
Italy	BNP Paribas Securities Services (Italy)
Japan	The Hongkong and Shanghai Banking Corporation Ltd (Japan)
Jordan	Bank of Jordan
Kazakhstan	JSC Citibank Kazakhstan

Kenya	CFC Stanbic Bank Ltd
Kuwait	HSBC Bank Middle East Ltd (Kuwait)
Latvia	AS SEB Banka
Lebanon	Bank Audi S.A.I.
Lithuania	SEB Bankas
Luxembourg	Clearstream Banking SA
Malaysia	HSBC Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Ltd (Mauritius)
Mexico	HSBC Mexico, SA
Morocco	Citibank Maghreb
Netherlands	BNP Paribas Securities Services (Netherlands)
New Zealand	The Hongkong and Shanghai Banking Corporation Ltd (New Zealand)
Nigeria*	Stanbic IBTC Bank plc
Norway	Skandinaviska Enskilda Banken AB (publ) Oslo Branch
Oman	HSBC Bank Oman S.A.O.G.
Pakistan	Citibank NA (Pakistan)
Palestine	Bank of Jordan (Palestine Branch)
Peru	Citibank del Peru
Philippines	The Hongkong and Shanghai Banking Corporation Ltd (Philippines)
Poland	Bank Pekao SA, Bank Polska Kasa Opieki SA and Societe General SA, Polish Branch
Portugal	BNP Paribas Securities Services (Portugal)
Qatar	HSBC Bank Middle East Ltd, Qatar
Romania	Citibank Europe plc, Romania branch
Russia	Citibank ZAO
Saudi Arabia	HSBC Saudi Arabia Ltd
Serbia	Unicredit Bank Serbia JSC
Singapore	The Hongkong and Shanghai Banking Corporation Ltd (Singapore)
Slovakia	Ceskoslovenska Obchodna Banka AS
Slovenia	Unicredit Banka Slovenija DD
South Africa	Standard Bank of South Africa Ltd
South Korea	The Hongkong and Shanghai Banking Corporation Ltd (South Korea)
Spain	BNP Paribas Securities Services (Spain)
Sri Lanka	The Hongkong and Shanghai Banking Corporation Ltd (Sri Lanka)
Sweden	Skandinaviska Enskilda Banken AB (publ.)
Switzerland	Credit Suisse AG, UBS AG
Taiwan	HSBC Bank (Taiwan) Ltd
Tanzania	Standard Chartered Bank (Mauritius) Ltd, Tanzania
Thailand	The Hongkong and Shanghai Banking Corporation Ltd (Thailand)
Turkey	HSBC Bank AS
Uganda*	Standard Chartered (Uganda), Stanbic Bank Uganda Ltd
United Arab Emirates	HSBC Bank Middle East Ltd (UAE)
United Kingdom	HSBC Bank Plc (UK)
United States	Brown Brothers Harriman & Co

United States	Citibank, N.A. (USA)
United States	HBSC Bank (USA) NA
Vietnam	HSBC (Vietnam) Ltd
Zambia*	Standard Chartered Bank (Zambia) Plc

* NOTE: Nigeria, Uganda and Zambia approved for certain trades only. Please discuss with Custody CAM.