

The Directors whose names appear on page 1 accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

**AXIOM INVESTORS ICAV**

(an Irish collective asset-management vehicle with registered number C145505 and established as an umbrella fund with segregated liability between sub-funds pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended)

**PROSPECTUS**

**DATED 22 March 2023**

## **IMPORTANT INFORMATION**

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT THE ICAV AND SHOULD BE READ CAREFULLY BEFORE INVESTING. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS DOCUMENT YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER FINANCIAL ADVISER.**

Certain terms used in this Prospectus are defined in the section of this Prospectus entitled “Definitions”.

### **Central Bank Authorisation**

**The ICAV has been authorised by the Central Bank as a UCITS within the meaning of the UCITS Regulations. The authorisation of the ICAV is not an endorsement or guarantee of the ICAV by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus. Authorisation of the ICAV by the Central Bank does not constitute a warranty as to the performance of the ICAV and the Central Bank shall not be liable for the performance or default of the ICAV or of any Sub-Fund.**

### **Investment Risks**

**There can be no assurance that a Sub-Fund will achieve its investment objectives. It should be appreciated that the value of the Shares, and the income from them, may fall as well as rise and therefore an investor may not get back all or any of the amount invested. An Anti-Dilution Levy of up to 2.00% may be payable on net subscriptions for and net redemptions of Shares. It should be noted that, as specified in the Relevant Supplement, a Sub-Fund may invest principally in FDI. Details of certain investment risks for an investor are set out in the section entitled “Special Considerations and Risk Factors”.**

### **Selling Restrictions**

The distribution of this Prospectus and the offering or purchase of the Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus or the accompanying subscription agreement in any such jurisdiction may treat this Prospectus or such subscription agreement as constituting an invitation to them to subscribe for Shares, nor should they in any event use such subscription agreement, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such subscription agreement could lawfully be used without compliance with any registration or other legal requirements. Accordingly, this Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for Shares pursuant to this Prospectus to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to the legal requirements of so applying and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile.

Each purchaser of Shares will be required to represent that such Shares are being acquired for its own account, for investment, and not with a view to resale or distribution.

Investors must provide such declarations as are reasonably required by the ICAV, including, without limitation, declarations as to matters of Irish and U.S. taxation.

The Shares have not been and will not be registered under the 1933 Act, and the ICAV has not been and will not be registered under 1940 Act. Except as otherwise described herein, Shares may not be offered or sold, directly or indirectly to, or for the benefit of, any U.S. Person.

### **Marketing Rules**

Shares are offered only on the basis of the information contained in the current Prospectus, the latest KIID and the latest annual audited financial statements and any subsequent half-yearly report. However, Shareholders should note that the audited financial statements contained in the annual report are presented to the Shareholders as a body at the date of the annual audited financial statements and the auditors do not accept liability to any other party in respect of such financial statements.

Any further information or representation given or made by any dealer, salesman or other person should be disregarded and accordingly should 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 given in this Prospectus is correct as of any time subsequent to the date of this Prospectus. Statements made in this Prospectus are based on the law and practice currently in force in Ireland and are subject to changes therein.

The distribution of this Prospectus and the KIIDs in some jurisdictions may require the translation of the documents into other languages specified by the regulatory authorities of those jurisdictions provided that any such translation shall be a direct translation of the English text. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in translation, the English text shall prevail and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the laws of Ireland.

This Prospectus must be read in its entirety before making an application for Shares.

### **Forward Looking Statements**

This Prospectus includes “forward looking statements.” In some cases, forward looking statements can be identified by the use of terminology such as “anticipates,” “believes,” “estimates,” “seeks,” “expects,” “plans,” “will,” “intends,” “aims” and similar expressions. Although the ICAV believes that the expectations reflected in these forward looking statements are reasonable as of the date of this Prospectus, such expectations may prove to be incorrect. Important factors could cause actual results to differ materially from such expectations. For information about some of the factors that could cause a Sub-Fund’s actual results to differ from the expectations stated in the forward looking statements, please read the section entitled “Special Considerations and Risk Factors” in this Prospectus. The ICAV urges investors to consider these risk factors carefully in evaluating the forward looking statements contained in this Prospectus. All subsequent written or oral forward looking statements attributable to the ICAV or any persons acting on the behalf of the ICAV are expressly qualified in their entirety by these cautionary statements. The forward looking statements included in this Prospectus are made only as of the date of this Prospectus. The ICAV does not intend, and undertakes no obligation, to update these forward looking statements.

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## **DIRECTORY**

### **Directors**

Edward Azimi  
Dawn Paisley  
Roy Finucane  
Marina Jacobson

### **Investment Manager**

Axiom Investors LLC  
33 Benedict Place  
Greenwich  
CT 06830  
U.S.A.

### **Depository**

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

### **Administrator**

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

### **Tax Advisors**

PricewaterhouseCoopers  
One Spencer Dock  
North Wall Quay  
Dublin 1  
Ireland

### **Registered Office**

5 George's Dock  
IFSC  
Dublin 1  
Ireland

### **Secretary**

KB Associates  
5 George's Dock  
IFSC  
Dublin 1  
Ireland

### **Manager**

KBA Consulting Management Limited  
5 George's Dock  
IFSC  
Dublin 1  
Ireland

### **Auditors**

KPMG  
1 Stokes Place  
St. Stephen's Green  
Dublin 2  
Ireland

### **Legal Advisor as to Irish Law**

Arthur Cox LLP  
Ten Earlsfort Terrace  
Dublin 2  
Ireland

## DEFINITIONS

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

“1933 Act”	means the U.S. Securities Act of 1933 (as amended);
“1940 Act”	means the U.S. Investment Company Act of 1940 (as amended);
“Administrator”	means Northern Trust International Fund Administration Services (Ireland) Limited or such other entity that shall be appointed by the ICAV as administrator, registrar and transfer agent;
“Administration Agreement”	means the amended and restated agreement dated 22 October 2021 between the Manager, the ICAV and the Administrator, pursuant to which the latter was appointed administrator, registrar and transfer agent of the ICAV;
“AIMA”	means the Alternative Investment Management Association;
“Anti-Dilution Levy”	means the amount added to the subscription price or subtracted from the redemption price in the event of net subscriptions and/or net redemptions and, in each case, payable to the relevant Sub-Fund, representing an estimate of dealing costs in order to preserve the underlying value of the assets of the Sub-Fund;
“Base Currency”	means the base currency of a Sub-Fund as specified in the Relevant Supplement;
“Business Day”	means a “Business Day” as defined in the Relevant Supplement;
“Central Bank”	means the Central Bank of Ireland or any successor regulatory authority with responsibility for the authorisation and supervision of the ICAV;
“Central Bank Act”	means the Central Bank (Supervision and Enforcement) Act 2013, as such may be amended, supplemented or replaced from time to time;
“Central Bank Regulations”	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations, 2019, as amended or any further amendment thereto for the time being in force and any guidance, regulations and conditions issued by the Central Bank from time to time pursuant to the UCITS Regulations and/or the Central Bank Act regarding the regulation of undertakings for collective investment in transferable securities, as such may be amended, supplemented or replaced from time to time;
“Class”	means any class of Shares;

“Class Currency”	means the currency in which Shares of a Class are issued;
“Connected Person”	means the Manager or the Depositary, and the delegates or sub-delegates of the Manager or the Depositary (excluding any non-group company sub-custodians appointed by the Depositary), and any associated or group company of the Manager, the Depositary and any such delegate or sub-delegate;
“Dealing Day”	means a day on which Shares may be subscribed for and/or redeemed, as specified in the Relevant Supplement, provided that there shall, in any event be at least two dealing days per month, at regular intervals;
“Depositary”	means Northern Trust Fiduciary Services (Ireland) Limited or such other entity that shall be appointed by the ICAV as the depositary of the ICAV from time to time;
“Depositary Agreement”	means the agreement dated 16 September 2016 between the ICAV and the Depositary, pursuant to which the latter was appointed depositary of the ICAV;
“Directive”	means the Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the Coordination of laws, regulations, and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) as amended by Directive 2014/91/EU of 23 July 2014 and as amended or replaced from time to time;
“Directors”	means the directors of the ICAV for the time being and (as the context may require or permit) any duly constituted committee thereof;
“ECB”	means the European Central Bank;
“EEA”	means the European Economic Area;
“Eligible Collective Investment Schemes”	means schemes established in Member States which are authorised under the Directive and which may be listed on a Regulated Market in the EU and/ or any of the following open-ended collective investment schemes: <ul style="list-style-type: none"> <li>(a) schemes established in Guernsey and authorised as Class A schemes;</li> <li>(b) schemes established in Jersey as recognised funds;</li> <li>(c) schemes established in the Isle of Man as authorised schemes;</li> <li>(d) retail investor alternative investment funds authorised by the Central Bank provided such investment funds comply in all material respects with the provisions of</li> </ul>



	the UCITS Requirements;
	(e) alternative investment funds authorised in a member state of the EEA, the U.S., Jersey, Guernsey, the UK or the Isle of Man and which comply, in all material respects with the provisions of the UCITS Requirements; and
	(f) such other schemes as may be permitted by the Central Bank and set out in this Prospectus;
“EMIR”	means Regulation (EU) No 648/2012 of the European Parliament and Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012;
“€” or “euro” or “EUR”	means the currency referred to in the Second Council Regulation (EC) no. 974/98 of 3 May 1998 on the introduction of the euro;
“EU”	means the European Union;
“FCA”	means the Financial Conduct Authority or any successor regulatory entity;
“FDI”	means financial derivative instruments;
“ICAV”	means Axiom Investors ICAV, an Irish collective asset-management vehicle with variable capital established pursuant to the ICAV Act and the UCITS Regulations;
“ICAV Act”	means the Irish Collective Asset-management Vehicles Act 2015, as may be amended, supplemented or replaced from time to time, including any regulations made by ministerial order thereunder;
“IMF”	means the International Monetary Fund;
“Initial Offer Period”	means the period during which Shares are first offered for subscription, as specified in the Relevant Supplement;
“Initial Offer Price”	means the price at which a Class of Shares is first offered or at which it is reoffered, as specified in the Relevant Supplement;
“Instrument of Incorporation”	means the instrument of incorporation of the ICAV as may be amended from time in accordance with the requirements of the Central Bank;
“IOSCO”	means the International Organisation of Securities Commissions;
“Irish Resident”	shall have the meaning given to that term in the section of this Prospectus entitled “Taxation of the ICAV”;

“Investment Manager”	means Axiom Investors LLC or such other entity that shall be appointed by the Manager as the investment manager of the ICAV from time to time;
“Investment Management Agreement”	means the investment management and distribution agreement dated 22 October 2021 between the Manager, the Investment Manager and the ICAV pursuant to which the Investment Manager was appointed investment manager and distributor of the ICAV;
“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, supplemented or replaced from time to time;
“Investor Monies”	means subscription monies received from, and redemption and distribution monies due to, investors in a Sub-Fund;
“KIID”	means the key investor information document applicable to a Share Class;
“Manager”	means KBA Consulting Management Limited, or any successor manager appointed by the ICAV;
“Management Agreement”	means the management agreement dated 22 October 2021 between the ICAV and the Manager pursuant to which the latter was appointed the manager of the ICAV;
“Member State”	means a member state of the EU;
“Minimum Holding”	means such minimum value of a holding of Shares in any Share Class, Sub-Fund or the ICAV as the Directors may determine and as set out in the Relevant Supplement;
“Moody’s”	means Moody’s Investors’ Services, Inc., the rating agency;
“Net Asset Value” or “NAV”	means the Net Asset Value of the ICAV, or of a Sub-Fund or Class, as appropriate, calculated as described herein;
“Net Asset Value per Share”	means in respect of any Shares, the Net Asset Value attributable to the relevant Shares issued in respect of a Sub-Fund or Class, divided by the number of Shares in issue in respect of the Sub-Fund or Class;
“NRSRO”	means a Nationally Recognised Statistical Rating Agency, including Moody’s and S&P;
“OECD”	means the Organisation for Economic Co-Operation and Development;
“OTC”	means over-the-counter;

“Prospectus”	means this document and any Supplement or Relevant Supplement designed to be read and construed together with and to form part of this document;
“Regulated Market”	means any stock exchange or regulated market in the EU or a stock exchange or regulated market which is set forth in Schedule 1 to this Prospectus, or such other markets as the Directors may from time to time determine in accordance with the UCITS Requirements and as shall be specified in a supplement or addendum to this Prospectus;
“Relevant Institution”	means an EU credit institution; a bank authorised in a member state of the EEA (Norway, Iceland, Liechtenstein); a bank authorised by a signatory other than an EU member state or a member state of the EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, U.S.); or a bank authorised in the United Kingdom, Jersey, Guernsey, the Isle of Man, Australia or New Zealand;
“Relevant Supplement”	means, in relation to a Sub-Fund, the Supplement published in respect of that Sub-Fund and any addenda thereto;
“SEC”	means the U.S. Securities and Exchange Commission;
“Service Providers”	means the service providers of the ICAV, including the Manager, the Investment Manager, the Administrator and the Depositary;
“Settlement Time”	means: (i) in the case of subscriptions, the time by which funds representing subscription monies in respect of a subscription order must be received; and (ii) in the case of redemptions, the time by which funds representing redemption monies in respect of a redemption request shall be paid, as specified in the Relevant Supplement;
“Share” or “Shares”	means any Class of share or shares in the ICAV or a Sub-Fund, as the context so requires. Shares may be issued in a Sub-Fund with voting rights or with no voting rights as specified in the Relevant Supplement;
“Shareholder”	means a holder of Shares;
“S&P”	means Standard & Poor’s, the rating agency;
“Sub-Fund” or “Sub-Funds”	means any sub-fund from time to time established by the ICAV;
“Subscriber Shares”	means the subscriber shares issued by the ICAV;
“Supplement”	means any supplemental prospectus issued by the ICAV from time to time in accordance with the requirements of the Central Bank;

“TCA”	means the Taxes Consolidation Act, 1997, as amended from time to time;
“Trade Cut-Off Time”	means the time by which dealing requests must be received by the Administrator, as specified in the Relevant Supplement;
“UCITS”	means an undertaking for collective investment in transferable securities established pursuant to the UCITS Regulations or, in the case of UCITS established in a Member State other than Ireland, the Directive;
“UCITS Regulations”	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, as amended or any further amendment thereto for the time being in force;
“UCITS Requirements”	means the requirements outlined in the UCITS Regulations and/or the Central Bank Regulations;
“UK”	means the United Kingdom of Great Britain and Northern Ireland;
“Umbrella Cash Accounts”	means single umbrella cash accounts established in the name of the Manager;
“U.S.”	means the United States of America (including the States and the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction;
“U.S. Person”	means a “U.S. Person” as defined in Regulation S of the 1933 Act;
“\$” or “U.S.\$” or “U.S. Dollar” or “USD”	means the lawful currency of the U.S.; and
“Valuation Point”	means the time at which the assets and liabilities of a Sub-Fund will be valued for the purposes of calculating the Net Asset Value, as specified in the Relevant Supplement.

## **INTRODUCTION**

### **The ICAV**

The ICAV is an open-ended Irish collective asset-management vehicle established under the laws of Ireland pursuant to the ICAV Act and the UCITS Regulations. It was established on 4 November 2015 under registration number C145505. The sole object of the ICAV is the collective investment of its funds in property and giving Shareholders the benefit of the results of the management of its funds.

The ICAV is organised in the form of an umbrella fund with segregated liability between sub-funds. The Instrument of Incorporation provides that the ICAV may offer separate Classes of Shares, each representing interests in a Sub-Fund, with each Sub-Fund comprising a separate and distinct portfolio of investments. The ICAV has obtained the approval of the Central Bank for the establishment of the Axiom Global Equity Fund, the Axiom Concentrated Global Growth Equity Fund, the Axiom Global Small Cap Equity Fund and the Axiom Emerging Markets Equity Fund. Additional Sub-Funds may be established by the ICAV with the prior approval of the Central Bank the investment objectives and policies of which shall be outlined in a Supplement.

The Instrument of Incorporation provides that the ICAV may offer separate Classes of Shares, each representing interests in a Sub-Fund. The Classes of Shares on offer in respect of each Sub-Fund shall be outlined in the Relevant Supplement. A separate pool of assets shall not be maintained for each Class within a Sub-Fund. Further Classes of Shares must be effected in accordance with the requirements of the Central Bank.

### **This Prospectus**

This Prospectus describes the ICAV. The assets of each Sub-Fund will be invested in accordance with the investment objectives and policies applicable to such Sub-Fund, as specified in the Relevant Supplement. Each Supplement should be read in conjunction with, and construed as one document with, this Prospectus. For the purposes of this Prospectus, where the context so admits or requires, the term “Sub-Fund” shall also be deemed to mean the Directors or their delegate acting for the account of the relevant Sub-Fund.

## **INVESTMENT OBJECTIVES AND POLICIES**

### **General**

The investment objective and policies for each Sub-Fund and the investment restrictions in relation thereto will be formulated by the Directors and the Manager at the time of creation of such Sub-Fund and will be set out in the Relevant Supplement. Each Sub-Fund aims to achieve its investment objective, as set out in the Relevant Supplement.

The transferable securities and liquid financial assets in which each Sub-Fund may invest generally must be listed and/or traded on a Regulated Market except that up to 10% of the Net Asset Value of a Sub-Fund may be invested in transferable securities and liquid financial assets which are not so listed and/or traded. The Regulated Markets in which a Sub-Fund’s investments will be listed and/or traded are set out in Schedule 1.

As set out in the Relevant Supplement, certain Sub-Funds may invest in collective investment schemes, subject to the limits set out in Schedule 2 and the limitations contained in Regulation 68 of the UCITS Regulations. Such investment in collective investment schemes includes investing in other Sub-Funds. However, a Sub-Fund may not invest in another Sub-Fund which itself holds Shares in other Sub-Funds. Where a Sub-Fund invests in another Sub-Fund, the investing Sub-Fund may not charge an investment management fee in respect of the portion of its assets invested in the other Sub-Fund.

## **Adherence to Investment Objectives and Policies**

Any change in investment objectives and any material change in investment policies of a Sub-Fund will be subject to approval by the Shareholders who are entitled to vote and are holders of a majority of the outstanding Shares of such Sub-Fund cast at a general meeting or by all of the Shareholders of such Sub-Fund who are entitled to vote by way of a written resolution and the prior approval of the Manager. In the event that a change in investment objectives and/or policies is approved by Shareholders who are entitled to vote, a reasonable notification period will be provided to all Shareholders to enable them to redeem their Shares prior to the implementation of such a change. Notification of non-material changes may be provided by means of appropriate disclosure in the next financial statements of the ICAV.

## **Investment Restrictions**

Each Sub-Fund's investments shall be limited to investments permitted by the UCITS Regulations, as set out in Schedule 2. If the UCITS Regulations are altered during the life of the ICAV, the investment restrictions may be changed to take account of any such alterations but any such changes shall be in accordance with the Central Bank's requirements, reflected in an updated version of the Prospectus and will be subject to approval by the majority of votes of Shareholders passed at a general meeting or by all of the Shareholders by way of a written resolution. Shareholders will be advised of such changes in the next succeeding annual or half-yearly report of the ICAV.

## **Borrowing Policy**

A Sub-Fund may not borrow money except as follows:

- (a) a Sub-Fund may acquire foreign currency by means of a "back to back" loan. Foreign currency obtained in this manner is not classified as borrowing for the purpose of Regulation 103(1), except to the extent that such foreign currency exceeds the value of a "back to back" deposit; and
- (b) a Sub-Fund may borrow up to 10% of its Net Asset Value provided such borrowing is on a temporary basis.

A Sub-Fund may create a charge or grant other security over its assets in connection with its borrowings. In the event of a default by the Sub-Fund under the borrowing arrangements, the lender may seek to satisfy the debt owed to it and enforce its security by taking possession and/or disposing of the assets.

## **Dividend Policy**

The Directors are empowered to declare and pay dividends on any Share Classes in the ICAV. The dividend policy in respect of each Share Class shall be set out in Relevant Supplement.

Accumulating Share Classes shall not distribute dividends to Shareholders. The income and other profits will be accumulated and reinvested on behalf of Shareholders.

Distributing Share Classes, if applicable, are expected to declare dividends to Shareholders at the frequency identified in the Relevant Supplement.

The Instrument of Incorporation provides that dividends declared but unclaimed by the relevant Shareholder for six years shall be forfeited by the relevant Shareholder unless otherwise determined by the Directors and shall become payable at the end of the six year period to the Sub-Fund in respect of which they were declared.

## **Sustainable Finance Disclosure Regulation and the Taxonomy Regulation**

Pursuant to Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (“SFDR”), the Manager is required to disclose the manner in which sustainability risks are integrated into the investment process and the results of the assessment of the likely impacts of sustainability risks on the returns of the Sub-Funds. A sustainability risk is defined in SFDR as an environmental, social or governance (“ESG”) event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment.

The Manager has adopted, in respect of the ICAV, the Investment Manager’s policy on the integration of sustainability risks in its investment decision-making process as described in the Investment Manager’s sustainability investment risk policy. The Manager will assess the impact of sustainability risks on the returns of the Sub-Funds by relying on the Investment Manager to monitor sustainability risks on an ongoing basis as part of its active portfolio management of the Sub-Funds.

The Investment Manager understands that ESG can potentially have a material impact on the ICAV’s long-term financial performance. As such, the Investment Manager considers ESG information when assessing the return potential and riskiness of an investment opportunity and relevant and material ESG considerations are systematically evaluated and expressed within the Investment Manager’s rating grid, which directly informs its buy and sell decisions as well as its position sizing, ensuring that it uniformly accounts for these factors.

The Investment Manager employs an ESG integration investment strategy where material ESG risk factors are considered as part of the broader investment process, meaning ESG factors are an input into the Investment Manager’s investment process, but they are not necessarily the key determinant in the final investment decision making process.

In line with the Investment Manager’s active management philosophy, ESG integration involves considering both “top-down macro-level ESG analysis” and “bottom-up micro level ESG issuer analysis”. The Investment Manager acknowledges the need to be pragmatic when assessing ESG factors and the scope of the Investment Manager’s integration strategy is to factor in ESG factors on an issuer, sector and portfolio level.

On matters of corporate governance, executive compensation, and corporate structure, the Investment Manager’s guidelines are based on a commitment to create and preserve economic value and to advance principles of good corporate governance.

The Investment Manager is a signatory of the United Nations Principles for Responsible Investments. Over time the Investment Manager will review and consider involvement in other ESG investment-related industry initiatives and / or organisations as appropriate. Oversight and management of the Investment Manager’s ESG investment risk management process resides within the Investment Management function, with a dedicated in-house ESG committee.

More detail on the Manager’s approach to sustainability in respect of the ICAV can be found in its Sustainability Investment Risk Policy, available publicly on its website [here](#). The ICAV’s approach to sustainability is also available publicly on its website [here](#).

In addition to disclosure requirements under SFDR, Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and amending SFDR, known as the Taxonomy Regulation, requires certain additional sustainability-related disclosures.

Each of the Sub-Funds has been classified pursuant to Article 8 of the SFDR. Further information regarding the environmental and/or social characteristics of the Sub-Funds is available in an annex to the relevant Supplement applicable to such Sub-Fund.

## **INVESTMENT TECHNIQUES AND INSTRUMENTS**

Where permitted by its investment policy as set out in the Relevant Supplement, a Sub-Fund may employ FDI for investment purposes and/or for efficient portfolio management purposes, being where the Investment Manager considers that the use of such techniques and instruments is economically appropriate in order to seek to reduce risk, reduce costs, generate additional capital or income for the Sub-Fund with an appropriate level of risk, taking into account the risk profile of the Sub-Fund as described therein and the general provisions of the Directive. The Sub-Funds' use of such FDI shall be subject to the conditions and within the limits from time to time laid down by the Central Bank.

The ICAV employs a risk management process which enables it to accurately measure, monitor and manage the various risks associated with such FDI. Supplementary information 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 shall be supplied to Shareholders upon request.

If a Sub-Fund invests in total return swaps or other FDI with the same characteristics, the underlying asset or index may be comprised of equity or debt securities, money market instruments or other eligible investments which are consistent with the investment objective and policies of the Sub-Funds as set out in the Relevant Supplement. The counterparties to such transactions are typically banks, investment firms, broker-dealers, collective investment schemes or other financial institutions or intermediaries. The risk of the counterparty defaulting on its obligations under the total return swap and its effect on investor returns are described in the section entitled "Special Considerations and Risk Factors" under the heading "Derivative Risk". It is not intended that the counterparties to total return swaps entered into by a Sub-Fund assume any discretion over the composition or management of the Sub-Fund's investment portfolio or over the underlying of the FDIs, or that the approval of the counterparty is required in relation to any portfolio transactions by the Sub-Fund.

The policy that will be applied to collateral arising from OTC FDI transactions or efficient portfolio management techniques relating to the Sub-Funds is to adhere to the requirements set out in Schedule 3. This sets out the permitted types of collateral, level of collateral required and haircut policy and, in the case of cash collateral, the re-investment policy prescribed by the Central Bank pursuant to the UCITS Requirements. The categories of collateral which may be received by the Sub-Funds include cash and non-cash assets such as equities, debt securities and money market instruments. From time to time and subject to the requirements in Schedule 3, the policy on levels of collateral required and haircuts may be adjusted, at the discretion of the Investment Manager, where this is determined to be appropriate in the context of the specific counterparty, the characteristics of the asset received as collateral, market conditions or other circumstances. The haircuts applied (if any) by the Investment Manager are adapted for each class of assets received as collateral, taking into account the characteristics of the assets such as the credit standing and/or the price volatility, as well as the outcome of any stress tests performed in accordance with the requirements in Schedule 3. Each decision to apply a specific haircut, or to refrain from applying any haircut, to a certain class of assets should be justified on the basis of this policy.

If cash collateral received by a Sub-Fund is re-invested, the Sub-Fund is exposed to the risk of loss on that investment. Should such a loss occur, the value of the collateral will be reduced and the Sub-Fund



will have less protection if the counterparty defaults. The risks associated with the re-investment of cash collateral are substantially the same as the risks which apply to the other investments of the Sub-Fund. For further details see the section of this Prospectus entitled “Special Considerations and Risk Factors”.

Direct and indirect operational costs and fees arising from the efficient portfolio management techniques of stock lending arrangements may be deducted from the revenue delivered to a Sub-Fund (for example, as a result of revenue sharing arrangements). These costs and fees should not include hidden revenue. All the revenues arising from such efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the relevant Sub-Fund. The entities to which direct and indirect costs and fees may be paid include banks, investment firms, broker-dealers, securities lending agents or other financial institutions or intermediaries and may be related parties to the ICAV or the Depositary. The revenues arising from such efficient portfolio management techniques for the relevant reporting period, together with the direct and indirect operational costs and fees incurred and the identity of the counterparty(ies) to these efficient portfolio management techniques, will be disclosed in the annual and half-yearly reports of the ICAV.

The use of these strategies involves certain special risks, including: (i) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates; (ii) imperfect correlation between the hedging instruments and the securities or market sectors being hedged; (iii) the fact that skills needed to use these instruments are different from those needed to select a Sub-Fund’s securities; (iv) the possible absence of a liquid market for any particular instrument at any particular time; and (v) possible impediments to effective portfolio management or the ability to meet redemption requests or other short-term obligations because of the percentage of a Sub-Fund’s assets segregated to cover its obligations.

### **Types and Descriptions of FDI**

Below are examples of the types of FDIs that the Sub-Funds may purchase from time to time, subject to the requirements laid down by the Central Bank and each Sub-Fund’s investment objectives and policies as outlined in the Relevant Supplement. Any FDI not included in the risk management process will not be utilised until such time as a revised submission of the risk management process has been provided to the Central Bank.

### **Forward Currency Exchange Contracts**

A forward currency exchange contract, which involves an obligation to purchase or sell a specific currency at a future date at a price set at the time of the contract, reduces a Sub-Fund’s exposure to changes in the value of the currency it will deliver and increases its exposure to changes in the value of the currency it will receive for the duration of the contract. The effect on the value of a Sub-Fund is similar to selling securities denominated in one currency and purchasing securities denominated in another currency. A contract to sell currency would limit any potential gain, which might be realised if the value of the hedged currency increases. A Sub-Fund may enter into these contracts to hedge against exchange risk, to increase exposure to a currency or to shift exposure to currency fluctuations from one currency to another. Suitable hedging transactions may not be available in all circumstances and there can be no assurance that a Sub-Fund will engage in such transactions at any given time or from time to time. Also, such transactions may not be successful and may eliminate any chance for a Sub-Fund to benefit from favourable fluctuations in relevant non-U.S. currencies. A Sub-Fund may use one currency (or a basket of currencies) to hedge against adverse changes in the value of another currency (or a basket of currencies) when exchange rates between the two currencies are positively correlated.

### **Options**

A Sub-Fund may purchase and sell put and call options on debt and equity securities and indices (including commodities indices). A put option on securities gives the purchaser of the option, upon payment of a premium, the right to deliver a specified amount of the securities to the writer of the option on or before a fixed date at a predetermined price. A put option on a securities index or a commodity gives the purchaser of the option, upon payment of a premium, the right to a cash payment from the writer of the option if the index or the commodity drops below a predetermined level on or before a fixed date. A call option on securities gives the purchaser of the option, upon payment of a premium, the right to call upon the writer to deliver a specified amount of the securities on or before a fixed date at a predetermined price. A call option on a securities index or a commodity gives the purchaser of the option, upon payment of a premium, the right to a cash payment from the writer of the option if the index or commodity rises above a predetermined level on or before a fixed date.

Call options may be purchased to provide exposure to increases in the market (e.g., with respect to temporary cash positions), to hedge against an increase in the price of securities or other investments that a Sub-Fund intends to purchase and otherwise as is permitted. Similarly, put options may be purchased to hedge against a decrease in the market generally or in the price of securities or other investments held by a Sub-Fund and otherwise as is permitted. Buying options may reduce the Sub-Fund's returns by the amount of the premiums paid for the options.

A Sub-Fund may write covered call options (i.e. where the Sub-Fund owns the security or other investment that is subject to the call), typically to seek enhanced returns when the Investment Manager perceives that the option premium offered is in excess of the premium that the Investment Manager would expect to be offered under existing market conditions, or if the exercise price of the option is in excess of the price that the Investment Manager expects the security or other underlying investment to reach during the life of the option. Writing covered call options may limit a Sub-Fund's gain on portfolio investments if the option is exercised because such Sub-Fund will have to sell the underlying investments below the current market price.

Unlike exchange-traded options, which are standardised with respect to the underlying instrument, expiration date, contract size, and strike price, the terms OTC options (options not traded on exchanges) generally are established through negotiation with the other party to the option contract. While this type of arrangement allows the Sub-Fund greater flexibility to tailor an option to its needs, OTC options generally involve greater credit risk than exchange-traded options (i.e., risk of counterparty failure or default), which are guaranteed by the clearing organization of the exchanges where they are traded.

Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary market risks.

### **Swaps and Contracts for Differences**

A Sub-Fund may enter into swap agreements.

Swap agreements are two-party contracts entered into primarily by institutional investors for periods ranging from a few weeks to more than one year. In a standard swap transaction, two parties agree to exchange returns (or differentials in rates of return) calculated with respect to a notional amount, e.g., the return on or increase in value of a particular dollar amount invested at a particular interest rate, in a particular foreign currency, or in a basket of securities representing a particular index. Equity swap contracts, for example, involve the exchange of one party's obligation to pay the loss, if any, with respect to a notional amount of a particular equity index plus interest on such notional amount at a designated rate in exchange for the other party's obligation to pay the gain, if any, with respect to the notional amount of such index. Notional amounts of swap transactions are not subject to any limitations, and swap contracts may expose the Sub-Fund to unlimited risk of loss.

If a Sub-Fund enters into an equity swap contract, for example, its Net Asset Value will fluctuate as a result of changes in the value of the equity index on which the equity swap is based as if it had purchased (in the case of a long equity swap) or sold (in the case of a short equity swap) the notional amount of securities comprising the index.

A Sub-Fund may only close out a swap, cap, floor or collar or OTC option with the particular counterparty. Also, if the counterparty defaults, such Sub-Fund will have contractual remedies pursuant to the agreement relating to the transaction, but there is no assurance that contract counterparties will be able to meet their obligations pursuant to such contracts or that, in the event of default, such Sub-Fund will succeed in enforcing contractual remedies. There also may be documentation risk, including the risk that the parties may disagree as to the proper interpretation of the terms of a contract. If such a dispute occurs, the cost and unpredictability of the legal proceedings required for such Sub-Fund to enforce its contractual rights may lead such Sub-Fund to decide not to

pursue its claims against the counterparty. The Sub-Fund thus assumes the risk that it may be unable to obtain payments owed to it under swap contracts, OTC options and other two-party contracts or that those payments may be delayed or made only after the Sub-Fund has incurred the costs of litigation.

Equity swap contracts typically involve the exchange of one party's obligation to pay the loss, if any, with respect to a notional amount of a particular equity index (e.g., the S&P 500 Index) plus amounts computed in the same manner as interest on such notional amount at a designated rate (e.g., the London Inter-Bank Offered Rate) in exchange for the other party's obligation to pay the gain, if any, with respect to the notional amount of such index.

Interest rate swaps involve the exchange of the two parties' respective commitments to pay or receive interest on a notional principal amount (e.g., an exchange of floating rate payments for fixed rate payments). Interest rate swaps include, for example, inflation swaps.

In a credit default swap, one party makes a stream of periodic payments to another party in exchange for the right to receive a specified return in the event of default by a third party on its obligations. Therefore, with credit default swaps, the Sub-Fund may pay the periodic payments referenced above and, in return, have the right to deliver certain bonds or loans to the counterparty to the transaction upon an event of default (or similar events) in exchange for the par (or other agreed-upon) value of those bonds or loans. Rather than exchange the bonds for the par value, the parties may agree to a single cash payment representing the difference between the par value of the bonds and the current market value of the bonds. If the event of default does not occur, the Sub-Fund loses its investment and receives nothing. A Sub-Fund may also use credit default swaps for investment, in which case the Sub-Fund will receive the periodic payments referenced above, but would be obligated to pay the par (or other agreed-upon) value of the defaulted bonds or loans upon the issuer's default.

Total return swap contracts typically involve commitments to pay amounts computed in the same manner as interest in exchange for a market-linked return, both based on notional amounts. To the extent the total return of the security, basket of securities or index underlying the transaction exceeds or falls short of the offsetting interest rate obligation, the Sub-Fund will receive a payment from or make a payment to the counterparty, respectively.

Currency swaps similarly involve the exchange of the two parties' respective commitments to pay or receive fluctuations with respect to a notional amount of two different currencies (e.g., an exchange of payments with respect to fluctuations in the value of the U.S. Dollar relative to the Japanese yen).

Volatility swaps involve the exchange of forward contracts on the future realised volatility of a given underlying asset and allow a Sub-Fund to take positions on the volatility of that underlying asset.

Variance swaps offer exposure to the volatility of an underlying asset and may be used to hedge against, or gain an investment return from, an increase or a decrease in the volatility of the underlying asset.

Dividend swaps enable investors to purchase or sell the dividends paid by an index of issuers, a basket of issuers or an individual issuer.

A "swaption" is an option on a swap agreement that gives the buyer the right, but not the obligation, to enter into a swap at a given rate on a specified future date in exchange for paying a market-based premium. Swaptions also include options that allow one of the counterparties to terminate or extend an existing swap.

Contracts for differences are swap arrangements in which a Sub-Fund may agree with a counterparty that its return (or loss) will be based on the performance of individual securities or the relative performance of two different groups or "baskets" of securities. For one of the baskets, return is based

on theoretical long positions in the securities comprising that basket (with an aggregate face value equal to the notional amount of the contract for differences) and for the other basket, return is based on theoretical short positions in the securities comprising the basket. A Sub-Fund may also use long and short positions to achieve the same exposure(s) as contracts for differences where payment obligations of the two legs of the contract are netted and thus based on changes in the relative value of the baskets of securities rather than on the aggregate change in the value of the two legs. However, it is possible that the short basket will outperform the long basket, resulting in a loss to the Sub-Fund, even in circumstances when the securities in both the long and short baskets appreciate in value.

A Sub-Fund may enter into swaps and contracts for differences for hedging, risk management and investment leverage. When using swaps for hedging, the Sub-Fund may enter into a swap on either an asset-based or liability-based basis, depending on whether it is hedging its assets or its liabilities.

The creditworthiness of a counterparty may be adversely affected by larger-than-average volatility in the markets, even if the counterparty's net market exposure is small relative to its capital.

### **Forward Contracts**

A forward contract is a contract which involves an obligation to purchase or sell a specific underlying security or currency at a future date at a price set at the time of the contract. No consideration is transferred upon entering into a forward contract and the trade is delayed until the specified date when the underlying security or currency is exchanged for cash, or a cash settlement is made for the difference in the price available under the forward contract and the price or rate available in the then-current market for the underlying security or currency.

### **Warrants and Rights**

A Sub-Fund may purchase or otherwise receive warrants or rights. A Sub-Fund may use warrants and rights to obtain exposure to, or acquire, the underlying equity or other securities of an issuer consistent with the Sub-Fund's investment policies. A Sub-Fund may receive rights passively (e.g., as a result of corporate actions) because of the Sub-Fund's existing holdings in equity or other securities issued by the rights issuer. However, a Sub-Fund may also acquire or dispose of rights on the secondary market. Warrants and rights generally give the holder the right to receive, upon exercise, a security of the issuer at a stated price. Such Sub-Funds typically use warrants and rights in a manner similar to their use of options on securities, as described above. Risks associated with the use of warrants and rights are generally similar to risks associated with the use of options. Unlike most options, however, warrants and rights are issued in specific amounts, and warrants generally have longer terms than options. Warrants and rights are not likely to be as liquid as exchange-traded options backed by a recognised clearing agency. In addition, the terms of warrants or rights may limit a Sub-Fund's ability to exercise the warrants or rights at such time, or in such quantities, as the Sub-Fund would otherwise wish.

### **Equity-Linked Securities**

Equity-linked securities take the form of notes, warrants or other securities issued by banks, broker-dealers, insurance companies and other issuers, including through special purpose vehicles. The instruments are a type of derivative and are designed to replicate the performance of certain companies typically traded on a non-U.S. exchange. Equity-linked securities include, but are not limited to, securities generally referred to as "Participation Notes" or "P Notes", "Access Notes", "Low Exercise Price Options" or "LEPOs." To the extent a Sub-Fund invests in equity-linked securities, it is subject to certain risks in addition to the risks normally associated with a direct investment in the underlying foreign securities the equity-linked security seeks to replicate. As the purchaser of an equity-linked security, the Sub-Fund is relying on the creditworthiness of the counterparty issuing the equity-linked security and does not have the same rights under an equity-linked security as it would as a shareholder of the underlying issuer. Therefore, if a counterparty

becomes insolvent, the Sub-Fund could lose the total value of its investment in the equity-linked security. In addition, there is no assurance that there will be a trading market for an equity-linked security or that the trading price of an equity-linked security will equal the value of the underlying security.

### **Convertibles**

A Sub-Fund may acquire convertibles either actively or passively (e.g., as a result of corporate actions). A Sub-Fund may use convertibles to obtain exposure to an issuer or to acquire the equity securities of such issuer consistent with that Sub-Fund's investment policies. The value of a convertible security is a function of its "investment value" (determined by its yield in comparison with the yields of other securities of comparable maturity and quality that do not have a conversion privilege) and its "conversion value" (the security's worth, at market value, if converted into the underlying equity security). The credit standing of the issuer and other factors such as interest rates may also affect the investment value of a convertible security. For example, a decline in interest rates could reduce the amount of current income a Sub-Fund is able to achieve from interest on a convertible security. An increase in interest rates could reduce the value of convertible securities. The conversion value of a convertible security is determined by the market price of the underlying equity security and therefore is exposed broadly to the same risks as that of the underlying equity security. A convertible security may be subject to redemption at the option of the issuer at a price established in the convertible security's governing instrument.

### **Repurchase Agreements, Reverse Repurchase Agreements and Stocklending Agreements**

Repurchase agreements are transactions in which a Sub-Fund purchases securities from a bank or recognised securities dealer and simultaneously commits to resell the securities to the bank or dealer at an agreed-upon date and price reflecting a market rate of interest unrelated to the coupon rate of maturity of the purchased securities. A reverse repurchase agreement involves the sale of securities with an agreement to repurchase the securities at an agreed upon price, date, and interest payment. A Sub-Fund may also lend securities to a counterparty approved by the Investment Manager.

Where stated in the investment objective and policies of a Sub-Fund, each Sub-Fund may engage in repurchase agreements, reverse repurchase agreements and stock lending agreements for efficient portfolio management purposes only (i.e., hedging, reducing risks or costs, or increasing capital or income returns) subject to the conditions and within the limits from time to time set forth in Schedule 3.

### **SPECIAL CONSIDERATIONS AND RISK FACTORS**

**An investment in a Sub-Fund involves certain risks, including the risk that the entire amount invested may be lost. An investment in a Sub-Fund should only be made after consultation with independent qualified sources of investment and tax advice. The following risk factors outline certain of the risks which may be applicable to a Sub-Fund. No prospective investor should invest in a Sub-Fund without carefully considering such risks. The risk factors contained below do not purport to be an exhaustive list of the risk factors relating to an investment in a Sub-Fund. The ICAV believes that the risks described below are the material risks relating to the Shares at the date of this Prospectus. Additional risks and uncertainties not currently known to the ICAV, or that the ICAV deems to be immaterial at the date of this Prospectus, may also have an adverse effect on the performance of the Sub-Funds and the value of the Shares. The order in which the risks are presented below is not intended to provide an indication of the likelihood of their occurrence or of their magnitude or significance.**

## **GENERAL RISKS**

### **Limited Operating History**

The ICAV is newly formed and accordingly, the ICAV and the Sub-Funds each have no operating history. The past performance of a Sub-Fund or the Investment Manager is not indicative of how a Sub-Fund will perform in the future.

There can be no assurance that a Sub-Fund's investment objective will be achieved or that Shareholders will be able to recover their initial investment. A Sub-Fund's investment strategy should be evaluated on the basis that there can be no assurance that their assessments of the prospects of investments will prove accurate.

### **Investment Risk**

The price of the Shares may fall as well as rise. There can be no assurance that a Sub-Fund will achieve its investment objective or that a Shareholder will recover the full, or any, amount invested in a Sub-Fund. Additionally, restrictions on investments in certain jurisdictions may limit the liquidity of a Sub-Fund's investments. The capital return and income of each Sub-Fund are based on the capital appreciation and income on the investments it holds, less expenses incurred. Therefore, a Sub-Fund's return may be expected to fluctuate in response to changes in such capital appreciation or income. The Directors recommend that an investment in a Sub-Fund should be viewed by an investor as a medium- to long-term investment.

### **Risks Relating to Reliance on the Investment Manager**

The Investment Manager is responsible for making investment decisions for the Sub-Funds, subject to the terms and conditions of the Investment Management Agreement. The success of a Sub-Fund will depend on the ability of the Investment Manager to identify suitable investments and the ability of the Investment Manager to dispose of such investments at a profit for the Sub-Fund. Adverse events could affect one or more of the Sub-Fund's investments at the same time. There can be no assurance that the Investment Manager will be successful in this regard.

### **Management and Operational Risk**

Each Sub-Fund is subject to management risk because it relies on the ability of the Investment Manager to achieve its investment objective. Proprietary investment techniques are used in making investment decisions for the Sub-Funds, but that does not assure that the desired results will be achieved and a Sub-Fund may incur significant losses. For example, derivatives may not be used effectively, and positions may be hedged or not to hedged at disadvantageous times. Quantitative analyses and/or models may be used. Any imperfections or limitations in such analyses and/or models could affect the ability to implement strategies. By necessity, these analyses and models make simplifying assumptions that limit their efficacy. Models that appear to explain prior market data can fail to predict future market events. Further, the data used in models may be inaccurate and/or it may not include the most recent information about a company or a security. There also can be no assurance that all of the personnel of the Investment Manager will continue to be associated with the Investment Manager for any length of time. The loss of the services of one or more employees of the Investment Manager could have an adverse impact on a Sub-Fund's ability to achieve its investment objective.

Each Sub-Fund is also subject to the risk of loss and impairment of operations from operational risk as a result of the Investment Manager's and other Service Providers' provision of investment management, administrative, depositary, accounting, tax, legal, shareholder and other services to the Sub-Fund. Operational risk can result from inadequate procedures and controls, human error and system failures by a service provider. For example, trading delays or errors (both human and systematic) could prevent a Sub-Fund from purchasing or selling a security that the Investment

Manager expects will appreciate or decline in value, as the case may be, thus preventing that Sub-Fund from benefiting from potential investment gains or avoiding losses on the security. The Investment Manager is not contractually liable to the Sub-Funds for losses except in the circumstances of the Investment Manager's negligence, fraud, bad faith, wilful default or recklessness in the performance of its duties and obligations. Other Service Providers also have limitations on their liability to the Sub-Funds for losses resulting from their errors in the performance of their duties and obligations as outlined in the relevant agreement.

### **Availability of Investment Opportunities**

The success of each Sub-Fund's investment activities will depend on the Investment Manager's ability to identify investment opportunities as well as to assess the importance of news and events that may affect the financial markets. Identification and exploitation of the investment strategies to be pursued by a Sub-Fund involves a high degree of uncertainty. No assurance can be given that the Investment Manager will be able to locate suitable investment opportunities in which to deploy all of a Sub-Fund's assets or to exploit opportunities in the securities and derivatives markets.

### **Cross-Liability Risk - Umbrella Structure of the ICAV**

Under Irish law the ICAV generally will not be liable as a whole to third parties and there generally will not be the potential for cross-liability between the Sub-Funds. Notwithstanding the foregoing, there can be no assurance that, should an action be brought against the ICAV in the courts of another jurisdiction, the segregated nature of the Sub-Funds would necessarily be upheld.

### **Cross-Liability Risk - Share Classes**

Although each Sub-Fund may offer multiple Classes of Shares, all of the assets of a Sub-Fund are available to meet all of the liabilities of the Sub-Fund, regardless of the Class(es) of Shares to which such assets or liabilities are attributable. The assets attributable to any one Class of Shares will not generally be isolated from the liabilities attributable to other Classes of Shares.

### **Share Classes**

Each Sub-Fund has the power to create different Classes of Shares and may create additional Classes having different rights (including but not limited to Classes with different voting rights, subscription/redemption procedures, charging structures, hedging policies and/or rights to dividends, for example). Each Sub-Fund shall have no obligation to offer such additional rights granted to investors in the Sub-Fund to all Shareholders, subject always to compliance with the UCITS Regulations, the requirements of the Central Bank and any relevant legal considerations.

### **Charges to the Sub-Funds**

Each Sub-Fund will be obliged to pay certain fees and expenses, including an investment management fee, brokerage commissions, and other costs and expenses associated with the acquisition and disposition of investments, and operating costs and expenses, irrespective of profitability. In addition, a Sub-Fund's increase in Net Asset Value may be subject to a performance fee, where specified in the Relevant Supplement. There can be no assurance that a Sub-Fund will be able to earn sufficient income to offset these charges.

### **Net Asset Value Considerations**

The Net Asset Value per Share is expected to fluctuate over time with the performance of each Sub-Fund's investments. A Shareholder may not fully recover its initial investment when their Shares are redeemed if the Net Asset Value per Share of the relevant Class at the time of such redemption is less than the subscription price paid by a Shareholder. In addition, where there is any conflict between



applicable financial reporting standards and the valuation principles set out in the Instrument of Incorporation and this Prospectus in relation to the calculation of Net Asset Value, the latter principles shall take precedence.

### **Legal Risk**

Many of the laws that govern foreign investment, equity securities transactions and other contractual relationships in certain countries, particularly in emerging markets, are new and largely untested. As a result, the Sub-Funds may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets and lack of enforcement of existing regulations. Furthermore, it may be difficult to obtain and enforce a judgment in certain countries in which assets of a Sub-Fund are invested. There can be no assurance that this difficulty in protecting and enforcing rights will not have a material adverse effect on a Sub-Fund and its operations. In addition, the income and gains of each Sub-Fund may be subject to withholding taxes imposed by foreign governments for which Shareholders may not receive a full foreign tax credit. Furthermore, it may be difficult to obtain and enforce a judgment in a court outside of Ireland.

### **Custody Risks**

Market practices in relation to the settlement of securities transactions and the custody of assets could provide increased risk. As a Sub-Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Sub-Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risks in circumstances whereby the Depositary will have no liability.

The ICAV is subject to a number of risks relating to the insolvency of the Depositary. The ICAV is subject to similar risks in the event of an insolvency of any sub-custodian with which any relevant securities are held or of any third party bank with which client money is held. In addition, the ICAV is subject to the risk that the cash held by the Depositary is not held in accordance with the contractual requirements.

### **Contingent Liabilities**

The Instrument of Incorporation authorises the Directors to establish such reserves for unknown or contingent liabilities in respect of a Sub-Fund, as the Directors in their sole discretion deem advisable. The Directors may underestimate the magnitude of contingent liabilities or may be unaware of unknown liabilities and therefore such reserves may be insufficient.

### **Business, Political and Regulatory Risks**

Legal, tax and regulatory changes, as well as international political developments, could occur during the term of a Sub-Fund which may adversely affect the Sub-Fund, the value of investments held by it and its ability to pursue its trading strategies.

The regulation of the international securities and derivatives markets has undergone substantial change in recent years, and such change is expected to continue for the foreseeable future.

Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and Sub-Funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action.

The effect of any future regulatory change on a Sub-Fund could be substantial and adverse.

### **The UK's withdrawal from the EU**

The UK left the EU ("Brexit") on 31 January 2020 however a number of issues around the UK's withdrawal remain subject to further negotiation. The UK and EU have reached a political agreement to include a transition period lasting until the end of 2020, during which EU law would continue to apply to the UK as if it were a Member State of the EU.

The UK's future economic and political relationship with the EU (and with other non-EU countries by agreement) remains uncertain. This uncertainty is likely to generate further global currency and asset price volatility. This may negatively impact the returns of the Sub-Funds and their investments resulting in greater costs if a Sub-Fund employs currency hedging policies. Ongoing uncertainty could adversely impact the general economic outlook and as such, this may impact negatively on the ability of the Sub-Funds and their investments to execute their strategies effectively, and may also result in increased costs to the ICAV.

It is possible that there will be more divergence between UK and EU regulations post-Brexit, limiting what cross-border activities can take place. At the date of this Prospectus, the Sub-Funds continue to be recognised by the FCA and can be marketed to UK investors.

The nature and extent of the impact of any Brexit related changes are uncertain, but may be significant. The information provided in this section was correct as of the date of this Prospectus.

### **Conflicts of Interest**

Each Sub-Fund is subject to certain actual and potential conflicts of interest as referred to in the section entitled "Conflicts of Interest".

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

The foreign account tax compliance provisions ("FATCA") of the Hiring Incentives to Restore Employment Act 2010 are designed to require certain U.S. persons' direct and indirect ownership of certain non-U.S. accounts and non-U.S. entities to be reported by foreign financial institutions ("FFI") to the U.S. Internal Revenue Service ("IRS"). The ICAV may be regarded as a FFI for FATCA purposes. FATCA may impose a withholding tax of up to 30% with respect to certain U.S. source income (including dividends and interest) and, after 31 December 2016, gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends paid to a FFI. Ireland has entered into an intergovernmental agreement with the U.S. to simplify the FATCA compliance process and minimise the risk of withholding tax. Under this agreement, FATCA compliance will be enforced under Irish tax legislation, including the Financial Accounts Reporting (United States of America) Regulations 2014, and reporting rules and practices. The ICAV may require additional information from Shareholders in order to comply with these provisions. The ICAV may disclose the information, certificates or other documentation that it receives from (or concerning) its Shareholders to the Irish tax authorities as necessary to comply with the Irish tax legislation and reporting rules and practices relating to FATCA, related intergovernmental agreements or other applicable law or regulation. The Irish tax authorities will, in turn, report such information to the IRS. If a Shareholder causes the ICAV to suffer a withholding for or on account of FATCA ("FATCA Deduction") or other financial penalty, cost, expense or liability, the ICAV may compulsorily redeem any Shares of such Shareholder and/or take any action required to ensure that such FATCA Deduction or other financial penalty, cost, expense or liability is economically borne by such Shareholder. Each prospective investor is urged to consult its tax adviser regarding the applicability of FATCA and any other reporting requirements with respect to the prospective investor's own situation. If applicable, investors should contact their intermediary regarding the application of this regime to their investments in the ICAV.

## **Ireland-Based Entities**

Each of the Sub-Funds, the ICAV, the Manager, the Administrator and the Depositary is based in Ireland and is subject to the Irish and European Union regulatory framework applicable to collective investment schemes, managers, administrators and trustees. As such, changes in governmental regulation, political structure, local economics and tax laws may adversely impact any or all of the foregoing. Authorisation of the ICAV by the Central Bank is not an endorsement or guarantee of the ICAV by the Central Bank, nor is the Central Bank responsible for the contents of this Prospectus.

## **Taxation**

Prospective investors are strongly urged to consult their own tax advisers and counsel with respect to the possible tax consequences to them of an investment in a Sub-Fund.

Any change in a Sub-Fund's tax status or in taxation legislation could affect the value of the investments held by the Sub-Fund and affect the Sub-Fund's ability to provide investor returns. Potential investors and Shareholders should note that the statements on taxation which are set out herein are based on advice which has been received by the Directors regarding the law and practice in force in Ireland as at the date of this Prospectus. The tax law and practice in other jurisdictions may also affect a Sub-Fund, and, 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 a Sub-Fund will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Sub-Funds. Please see the section entitled "Taxation" for additional information.

## **Anti-Money Laundering**

If the Directors, the Administrator, or any governmental agency believes that a Sub-Fund has accepted contributions, or is otherwise holding assets of, any person or entity that is acting directly or indirectly in violation of international or other anti-money laundering laws, rules, regulations, treaties or other restrictions, or on behalf of any suspected terrorist or terrorist organisation, suspected drug trafficker, or senior foreign political figure(s) suspected in engaging in foreign corruptions, the Directors, the Investment Manager or such governmental agency may freeze the assets of such person or entity invested in a Sub-Fund or suspend their redemption rights. The Directors may also be required to remit or transfer those assets to a governmental agency.

## **Risks Associated with Delays in providing Complete Customer Due Diligence**

Investors should note that there is a risk that any delay in providing a signed copy of the application form and all documents required in connection with the obligations to prevent money laundering and terrorist financing to the Administrator may result in Shares not being issued on a particular Dealing Day.

## **General Economic and Market Conditions**

The performance of a Sub-Fund may be affected by general economic conditions. Such conditions might include changes to interest rates and credit spreads, inflation, equity risk premium, changes in laws or regulations and national and international political circumstances. Unexpected volatility and illiquidity in markets may impact a Sub-Fund's performance or result in losses.

## **Exchange Rules**

Each securities exchange typically has the right to suspend or limit trading in all securities that it lists. Such a suspension would render it impossible for a Sub-Fund to liquidate positions on such exchange and, accordingly, could expose the Sub-Fund to losses.

## **Market Disruptions; Governmental Intervention**

Governmental and regulatory authorities, including in the U.S. and the EU, have taken unprecedented action to attempt to stabilise financial markets and improve and increase regulatory oversight in response to recent events of the past decade, both before and after the onset of the financial crisis which began in 2007, including: (i) market volatility and disruptions; (ii) severe illiquidity; (iii) credit contractions; and (iv) the bankruptcy or failure (or near bankruptcy or near failure), improper practices, and adverse financial results of certain companies, financial institutions, trading firms, and private investment funds. Attention has been focused on the necessity for such financial institutions, trading firms and private investment funds to maintain adequate risk controls, capital reserves, and compliance procedures. Events have also raised concerns as to the manner in which certain exchanges and regulators monitor trading activities and implement regulations to protect customer funds. Periodic market disruptions have led to increased governmental, as well as self-regulatory, scrutiny of the “hedge fund”, derivative, and securitisation industries and proposals to increase regulation of certain markets, instruments, and participants. The highly publicised uncovering of “market timing” and “late trading” strategies involving mutual fund shares has led to ongoing scrutiny of major financial institutions, with potentially broad implications for the financial services industry. Additionally, recent disruptions and adverse events in the equity, securitisation, derivative, and money markets and freezing of the credit markets have increased the call for additional and consolidated regulatory oversight of the worldwide financial markets. Moreover, the U.S. government is revisiting the regulation of the commodities markets, and various national governments have expressed concern regarding the disruptive effects of speculative trading in the energy markets and the need to regulate the derivatives markets in general. As a result, the regulatory environment for investment funds, such as the ICAV and the Sub-Funds, is evolving and the effect of any regulatory or tax changes currently being implemented or which may be implemented in the future on the ICAV and the Sub-Funds, the markets, or the instruments in which the Sub-Funds invest or the counterparties with whom the ICAV impact on the profit potential of the Sub-Funds or could require increased transparency as to the identity of the Shareholders.

Each Sub-Fund may incur major losses in the event that disrupted markets and/or other extraordinary events affect markets in a way that is not consistent with historical pricing relationships. The risk of loss from the disconnection from historical prices during periods of market disruption is compounded by the fact that in disrupted markets many positions become illiquid, making it difficult or impossible to close out positions against which the markets are moving. In addition, market disruptions caused by unexpected political, military and terrorist events may from time to time cause dramatic losses for a Sub-Fund, and such events can result in otherwise historically low-risk strategies performing with unprecedented volatility and risk.

It is impossible to predict what additional interim or permanent governmental restrictions may be imposed on the markets and/or the effect of such restrictions on the Sub-Funds’ strategies.

## **Risks Relating to Allocation of Investment Opportunities**

Certain investments may be appropriate for a Sub-Fund and also for other clients advised or managed by the Investment Manager or its affiliates. Investment decisions for a Sub-Fund and such other clients are made by the Investment Manager or its affiliates in their best judgment, but in their sole discretion taking into account such factors as they believe relevant. Such factors may include investment objectives, regulatory restrictions, current holdings, availability of cash for investment, the size of the investments generally, diversification requirements, benchmark deviation, and limitations and restrictions on a client’s accounts that are imposed by such client. The Investment Manager generally is not under any obligation to share any investment, idea or strategy with a Sub-Fund.

Decisions to buy and sell investments for each client advised by the Investment Manager or its affiliates are made with a view to achieving such client’s investment objectives taking into

consideration other account-specific factors such as, without limitation, cash flows into or out of the account, the account's benchmark(s), applicable regulatory limitations and/or cash restrictions. Therefore, a particular investment may be bought or sold for only a Sub-Fund or only one client or in different amounts and at different times for more than one but less than all clients, including a Sub-Fund, even though it could have been bought or sold for other clients at the same time. Likewise, a particular investment may be bought or sold for a Sub-Fund or one or more clients when one or more other clients or that Sub-Fund are buying or selling the investment, including clients managed by the same investment division. It is also possible that a Sub-Fund may take a short position in an investment owned or being purchased by other accounts managed or advised by the Investment Manager and its affiliates or vice versa. In addition, purchases or sales of the same investment may be made for two or more clients, including a Sub-Fund, on the same date. Distressed markets may magnify the disparate treatment of accounts with different liquidity requirements.

There can be no assurance that a Sub-Fund will not receive less (or more) of a certain investment than it would otherwise receive if the Investment Manager did not have a conflict of interest among clients. In effecting transactions, it may not always be possible, or consistent with the investment objectives of the various persons described above and of a Sub-Fund, to take or liquidate the same investment positions at the same time or at the same prices. The Investment Manager has adopted policies and procedures reasonably designed to manage and/or mitigate conflicts between the Investment Manager and its clients, including the Sub-Funds.

Subject to applicable law and regulation, each of the Sub-Funds and the Investment Manager may make information about a Sub-Fund's portfolio positions (including short positions) available to unrelated third parties. These third parties may use that information to provide additional market analysis and research to the Investment Manager. The Investment Manager may use that market analysis and research to provide investment advice to clients other than the Sub-Funds.

#### **Risks Relating to Substantial Shareholders in the ICAV**

From time to time, there may be one or more Shareholders with substantial or controlling interests in a Sub-Fund and this is expected to be the case, at least, for an initial period following the launch of a Sub-Fund. Such Shareholders' interests may not be aligned to the interests of other Shareholders and such Shareholders may seek to exert influence over the Sub-Fund. In the event that such Shareholders are able to exert influence to the detriment of other Shareholders, this may have an adverse effect on Shareholder returns.

#### **Risks Associated with Umbrella Cash Accounts**

One or more Umbrella Cash Accounts may operate at umbrella level in respect of the ICAV rather than a specific Sub-Fund and the segregation of Investor Monies from the liabilities of Sub-Funds other than the relevant Sub-Fund to which the Investor Monies relate is dependent upon, among other things, the correct recording of the assets and liabilities attributable to individual Sub-Funds by or on behalf of the ICAV.

In the event of the insolvency of a Sub-Fund, there is no guarantee that such Sub-Fund will have sufficient monies to pay unsecured creditors in full.

Monies attributable to some or all of the Sub-Funds within the ICAV may also be held an Umbrella Cash Account. In the event of the insolvency of a Sub-Fund (an "Insolvent Sub-Fund"), the recovery of any amounts to which another Sub-Fund (the "Beneficiary Sub-Fund") is entitled, but which may have transferred in error to the Insolvent Sub-Fund as a result of the operation of the Umbrella Cash Account, will be subject to applicable law and the operational procedures for the Umbrella Cash Account. There may be delays in effecting, and/or disputes as to the recovery of, such amounts, and the Insolvent Sub-Fund may have insufficient funds to repay amounts due to the Beneficiary Sub-Fund.

In the event that an investor fails to provide the subscription monies within the timeframe stipulated in this Prospectus, the investor may be required to indemnify the Sub-Fund against the liabilities that may be incurred by it. The ICAV may cancel any Shares that have been issued to the investor and charge the investor interest and other expenses incurred by the relevant Sub-Fund. In the event that the ICAV is unable to recoup such amounts from the defaulting investor, the relevant Sub-Fund may incur losses or expenses in anticipation of receiving such amounts, for which the relevant Sub-Fund, and consequently its Shareholders, may be liable.

No interest will be paid on the amounts held in the Umbrella Cash Account.

The Central Bank's guidance on umbrella cash accounts may be subject to change and further clarification.

### **Cyber Security and Identity Theft**

Information and technology systems relied upon by the ICAV, a Sub-Fund, the Manager, the Investment Manager, the ICAV's service providers (including, but not limited to, the auditors, the Depositary and the Administrator) and/or the issuers of securities in which a Sub-Fund invests may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorised persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the parties noted above have implemented measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, significant investment may be required to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the operations of the ICAV, a Sub-Fund, the Investment Manager, a service provider and/or the issuer of a security in which a Sub-Fund invests and may result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to Shareholders (and the beneficial owners of Shareholders). Such a failure could also harm the ICAV's, a Sub-Fund's, the Investment Manager's, a service provider's and/or an issuer's reputation, subject such entity and its affiliates to legal claims and otherwise affect their business and financial performance.

### **ESG and Sustainability Risk**

The Manager has adopted, in respect of the ICAV, the Investment Manager's policy on the integration of sustainability risks in its investment decision-making process. A sustainability risk is an ESG event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment. A summary of the Investment Manager's policy can be found in the section titled "*Sustainable Finance Disclosure Regulation*" on page 10 of this Prospectus.

The Investment Manager considers ESG information when assessing the return potential and riskiness of an investment opportunity. The Investment Manager employs an ESG integration investment strategy where material ESG risk factors are considered as part of the broader investment process. In line with the Investment Manager's active management philosophy, ESG integration involves considering both "top-down macro-level ESG analysis" and "bottom-up micro level ESG issuer analysis".

As part of its broader risk assessment for each Sub-Fund, the Investment Manager will selectively consider the potential sustainability risks that would likely impact on the performance of the Sub-Fund. These risks are monitored on an ongoing basis as part of the Investment Manager's active portfolio management strategy.

The likely impacts of sustainability risks on the returns of each Sub-Fund will depend on each Sub-Fund's exposure to investments that are vulnerable to sustainability risks and the materiality of the sustainability risks. The negative impacts of sustainability risks on each Sub-Fund should be mitigated by the Investment Manager's approach to integrating sustainability risks in its investment decision-making as described in the section titled "*Sustainable Finance Disclosure Regulation*" on page 10 of this Prospectus. However, there is no guarantee that these measures will mitigate or prevent sustainability risks from materialising in respect of a Sub-Fund.

The likely impact on the returns of a Sub-Fund from an actual or potential material decline in the value of an investment due to an ESG event or condition will vary and depend on several factors including, but not limited to, the type, extent, complexity and duration of the event or condition, prevailing market conditions and the existence of any mitigating factors.

The ESG information used to determine whether companies are managed and behave responsibly may be provided by third-party sources and is based on backward-looking analysis. The subjective nature of non-financial ESG criteria means a wide variety of outcomes are possible. The data may not adequately address material sustainability factors. The analysis is also dependent on companies disclosing relevant data and the availability of this data can be limited and it may be costly. These limitations are mitigated through the use of a variety of data sources and the Investment Manager's own in-house research.

Further information on the ICAV's approach to sustainability is available on its website [here](#) .

SFDR requires the Manager to determine whether it considers the principal adverse impacts of its investment decisions on sustainability factors. The Manager is supportive of the aim of this requirement which is to improve transparency to investors and the market generally as to how to integrate the consideration of the adverse impacts of investment decisions on sustainability factors. However, the Manager, in conjunction with the Investment Manager, could not gather and/or measure all of the data on which it would be obliged by SFDR to report, or it could not do so systematically, consistently and at a reasonable cost to investors. This is in part because underlying companies or issuers are not widely obliged to, and overwhelmingly do not currently, report by reference to the same data. On this basis, and due to the size, nature and scale of the Sub-Funds, and in the absence of the finalised regulatory technical standards relating to this disclosure, the Manager does not consider the principal adverse impacts of investment decisions on sustainability factors at this time. The Manager's position on this matter will be reviewed annually in conjunction with the Investment Manager by reference to market developments.

SFDR also requires the Manager to determine and disclose whether it considers the principal adverse impacts of its investment decisions on sustainability factors at the level of each Sub-Fund. For the reasons set out above, the Manager does not consider the principal adverse impacts of its investment decisions on sustainability factors at the level of each Sub-Fund at this time. This position will be kept under review by the Manager in conjunction with the Investment Manager.

## **INVESTMENT SPECIFIC RISKS**

### **General Trading Risks and Restrictions**

All investments present a risk of loss of capital. A Sub-Fund's investment programme may utilise investment techniques which can, in certain circumstances, increase the adverse impact to which the Sub-Fund may be subject. No guarantee or representation is made that a Sub-Fund's investment strategy will be successful.

### **Currency Risk – Sub-Fund Level**

Currency risk includes the risk that currencies in which a Sub-Fund's investments are traded and/or in which a Sub-Fund receives income, or currencies in which a Sub-Fund has taken an active investment

position, will decline in value relative to other currencies or otherwise perform in a manner that results in a loss to the Sub-Fund. In the case of hedging positions, currency risk includes the risk that the currency to which a Sub-Fund has obtained exposure declines in value relative to the foreign currency being hedged. In such event, a Sub-Fund may realise a loss on the hedging instrument at the same time a Sub-Fund is realising a loss on the currency being hedged. Currency exchange rates fluctuate significantly for many reasons, including changes in supply and demand in the currency exchange markets, actual or perceived changes in interest rates, intervention (or the failure to intervene) by governments, central banks or supranational agencies, and currency controls or other political and economic developments.

Derivative transactions in currencies (such as futures, forwards, options and swaps) may involve leveraging risk in addition to currency risk. The obligations of counterparties in currency derivative transactions may not be secured by collateral, which increases counterparty risk.

While the Base Currency of each Sub-Fund is a particular currency, the Sub-Fund's assets (including, without limitation, any active management of currency exposures) will often be denominated in other currencies and any income or capital received by the Sub-Fund will be denominated in the local currency of investment. Accordingly, changes in currency exchange rates (to the extent unhedged) will affect the value of a Sub-Fund's portfolio and the unrealised appreciation or depreciation of investments. To the extent unhedged, the value of a Sub-Fund's assets will fluctuate with the relevant currency exchange rates applicable to the Sub-Fund as well as with price changes of the Sub-Fund's investments in the various local markets and the performance of the Sub-Fund may be strongly influenced by movements in foreign exchange rates.

Where a Sub-Fund invests in assets that are denominated in a currency other than its Base Currency it may, but is not obliged to, employ a hedging strategy in order to hedge against the fluctuations in the rates of the different currencies of the assets and its Base Currency. Whilst these hedging strategies are designed to reduce a Sub-Fund's losses if the currencies of its assets fall against that of its Base Currency, there can be no assurance that such hedging transactions will be effective and the use of such hedging strategies may substantially limit a Sub-Fund from benefiting if the currencies of the Sub-Fund's assets rise against that of its Base Currency. Furthermore, the Sub-Fund may incur costs in connection with conversions between various currencies. It may not always be possible to execute hedging transactions, or to do so at prices, rates or levels advantageous to the Sub-Funds. The success of any hedging transactions will be subject to the movements in the direction of securities prices and currency and interest rates and the stability of pricing relationships. Therefore, while a Sub-Fund might enter into such transactions to reduce currency exchange rate and interest rate risks, unanticipated changes in exchange rates or interest rates may result in poorer overall performance for the Sub-Fund than if it had not engaged in such hedging. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the position being hedged may vary. An imperfect correlation may prevent a Sub-Fund from achieving the intended hedge or expose a Sub-Fund to a risk of loss.

Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by the forces of supply and demand in the currency exchange markets, trade balances, the relative merits of investments in different countries, actual or perceived changes in interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation, and other complex factors. Currency exchange rates also can be affected unpredictably as a result of intervention (or the failure to intervene) by governments, central banks or supranational agencies, or by currency or exchange controls or political and economic developments. Currencies in which a Sub-Fund's assets are denominated, or in which a Sub-Fund has taken a long position, may be devalued against other currencies, resulting in a loss to such Sub-Fund. Similarly, currencies in which a Sub-Fund has taken a short position may increase in value relative to other currencies, resulting in a loss to such Sub-Fund.



In addition, some currencies are illiquid (e.g., emerging country currencies) and each Sub-Fund may not be able to convert these currencies into its Base Currency, in which case the Investment Manager may decide to purchase its Base Currency in a parallel market where the exchange rate is materially and adversely different. Exchange rates for many currencies (e.g., emerging country currencies) are particularly affected by exchange control regulations.

### **Currency Risk – Class Level**

A Sub-Fund may issue Classes denominated in a currency other than its Base Currency. Accordingly, changes in currency exchange rates (to the extent unhedged) between the Base Currency of a Sub-Fund and the designated currency of a Class may lead to a depreciation of the value of such Shares as expressed in the designated currency.

The Supplement for each Sub-Fund shall indicate whether a particular Class is hedged or unhedged. In the case of unhedged currency Classes, the value of the relevant Class of Shares expressed in the Class Currency will be subject to exchange rate risk in relation to the Base Currency of the relevant Sub-Fund. The Investment Manager may try to mitigate exchange rate risk by using efficient portfolio management techniques and instruments, including currency options and forward currency exchange contracts. Investors should be aware that this strategy may substantially limit Shareholders of the relevant Class of Shares from benefiting if the Class Currency falls against the Base Currency. In such cases, the Class Currency may be hedged so that the resulting currency exposure will not exceed 105% of the Net Asset Value of the Class and under-hedged positions do not fall below 95% of the portion of the Net Asset Value of the Class. Whilst it is not the intention, over-hedged or under-hedged positions may arise due to factors outside the control of the Investment Manager. The positions will be reviewed on a monthly basis and any positions materially in excess of 100% of the Net Asset Value will not be carried forward from month to month. Transactions will be clearly attributable to a specific Class of Shares and therefore currency exposures of different currency Classes may not be combined or offset and currency exposures of assets of the Sub-Funds may not be allocated to separate Classes of Shares. The costs and gains or losses associated with any hedging transactions for hedged currency Classes will accrue solely to the hedged currency Class to which they relate. In the event that an unhedged currency Class of Shares is issued which is priced in a currency other than the currency of that Sub-Fund, currency conversion costs on subscription, redemption, switching and distributions will be borne by that Class and will take place at prevailing exchange rates. To the extent that the hedging is successful, the performance of the hedged currency Class is likely to move in line with the performance of the underlying assets because some of the currency exposures have been reduced. Whilst these hedging strategies are designed to reduce the losses to a Shareholder's investment if the currency of that Class falls against that of its Base Currency, the use of class hedging strategies may substantially limit holders of Shares in the relevant Class from benefiting if the currency of that Class rises against that of its Base Currency. Investors in the hedged currency Class will not benefit if the hedged currency Class Currency falls against the Base Currency and/or the currency in which the underlying assets are denominated.

While the various Sub-Funds constitute segregated portfolios of assets and liabilities, no separate pools of assets exist for the individual Classes of the same Sub-Fund. Although a Sub-Fund as a whole is, generally speaking, liable for the obligations incurred in relation to a specific Class, such as currency hedging transactions, such cross-liability among Classes should be effectively avoided in relation to the Sub-Funds if currency hedging agreements with counterparties provide for a limitation of liability to the net assets of the relevant Class. Accordingly, the costs associated with any Class level hedging, and the gains and losses arising from such hedging, will be borne by that Class and this is the basis on which currency class hedging transactions will be entered into with a counterparty. The creation of hedged Classes is intended to create a benefit to Shareholders by allowing them to select their currency exposure in another currency than the Base Currency of the Sub-Fund.

### **European Benchmark Regulation**

The Benchmark Regulation introduces authorisation and registration requirements for the administrators of benchmarks (as defined in the Benchmark Regulation).

In respect of the Sub-Fund, the applicable benchmark administrator for each benchmark used by the Fund is included in the register maintained by ESMA under the Benchmark Regulations.

The Benchmark Regulation requires the Manager to produce and maintain robust written plans setting out the steps to be followed if a benchmark should materially change or cease to be produced.

### **Equity Market Risk**

Each Sub-Fund is subject to equity market risk. Equity market risk is the risk that a particular share, a fund, an industry, or shares in general may fall in value. The value of investments in a Sub-Fund will go up and down with the prices of securities in which a Sub-Fund invests. The prices of stocks change in response to many factors, including the historical and prospective earnings of the issuer, the value of its assets, management decisions, demand for an issuer's products or services, production costs, general economic conditions, interest rates, currency exchange rates, investor perceptions and market liquidity.

In the case of securities purchased by a Sub-Fund in initial public offerings, such securities shall be valued at the offering price until such time as the securities are listed or traded on a Regulated Market. There may be significant volatility in the price of the securities relative to the offering price in the period following the initial public offering.

### **Reliance on the Integrity of Financial and Economic Reporting**

In following its investment objective and strategy each Sub-Fund may rely on the financial, economic and government policy data made available by companies, governmental agencies, rating agencies, exchanges, professional services firms and central banks. Such data can have a material effect on the investment positions the Investment Manager takes on behalf of the Sub-Funds. However, the Investment Manager generally has no ability independently to verify such financial, economic and/or economic policy information. The Investment Manager is dependent upon the integrity of both the individuals and the processes by which such data is generated. The Sub-Funds could incur material losses as a result of the misconduct or incompetence of such individuals and/or a failure of, or substantial inaccuracy in, the generation of such information.

### **Custody Risks**

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

In addition, certain of a Sub-Fund's assets may be held by entities other than Depositary and its sub-custodians, including, for example, margin passed to brokers in the course of FDI transactions.

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

## **Counterparty Risk**

Each Sub-Fund is exposed to the risk that a counterparty will not settle a transaction due to a credit or liquidity problem, thus causing the Sub-Fund to suffer a loss. In addition, in the case of a default, the Sub-Fund could become subject to adverse market movements while replacement transactions are executed. Such “counterparty risk” is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Investment Manager has concentrated their transactions with a single counterparty or small group of counterparties. Other than as disclosed in this Prospectus and in compliance with the UCITS Requirements, the Investment Manager is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty.

## **Credit Risk of Brokers**

Each Sub-Fund will assume the credit risk associated with placing its cash, margin and securities with brokers, and the failure or bankruptcy of any of such brokers could have a material adverse impact on a Sub-Fund. In certain circumstances, the Sub-Fund might be able to recover, even in respect of property specifically traceable to the Sub-Fund, only a *pro rata* share of all property available for distribution to a bankrupt broker’s customers. Each Sub-Fund may carry substantially all of its positions at a single broker, thereby increasing this credit risk.

## **Settlement Risks**

The equity markets in different countries will have different clearance and settlement procedures and in certain markets there have been times when settlements have been unable to keep pace with the volume of transactions, thereby making it difficult to conduct such transactions. Delays in settlement could result in temporary periods when assets of a Sub-Fund are uninvested and no return is earned thereon. The inability of the Sub-Fund to make intended purchases due to settlement problems could cause it to miss attractive investment opportunities. Inability to dispose of portfolio securities due to settlement problems could result in either losses to a Sub-Fund due to subsequent declines in value of the portfolio security or, if it has entered into a contract to sell the security, it could result in a possible liability of it to the purchaser.

## **Emerging Markets Risks**

The Sub-Funds may invest in securities of issuers in emerging markets. Such securities may involve a high degree of risk and may be considered speculative. Risks include (i) greater risk of expropriation, confiscation, taxation, nationalisation, and social, political and economic instability; (ii) the smaller markets for securities of emerging markets issuers and lower volumes of trading, resulting in lack of liquidity and in greater price volatility; (iii) certain national policies which may restrict the investment opportunities available in respect of a Sub-Fund, including restrictions on investing in issuers or industries deemed sensitive to relevant national interests and on the realisation or repatriation of foreign investment; (iv) currency instability and hyper-inflation; and (v) the absence of developed legal structures governing private or foreign investment and private property.

The accounting, auditing and financial reporting standards of countries in which a Sub-Fund may invest are likely to be less extensive than those applicable to United Kingdom or United States companies, particularly in emerging markets.

Certain markets in Central and Eastern Europe present specific risks in relation to the settlement and safekeeping of securities. These risks result from the fact that physical securities may not exist in certain countries (such as Russia); as a consequence, the ownership of securities is evidenced only on the issuer’s register of shareholders. Each issuer is responsible for the appointment of its own registrar. In the case of Russia, this has resulted in a broad geographic distribution of several thousand registrars across Russia. Russia’s Federal Commission for Securities and Capital Markets (the

“Commission”) has defined the responsibilities for registrar activities, including what constitutes evidence of ownership and transfer procedures. However, difficulties in enforcing the Commission’s regulations mean that the potential for loss or error still remains and there is no guarantee that the registrars will act according to the applicable laws and regulations. Widely accepted industry practices are still in the process of being established. When registration occurs, the registrar produces an extract of the register of shareholders as at that particular point in time. Ownership of shares is evidenced by the records of the registrar, but not by the possession of an extract of the register of shareholders. The extract is only evidence that registration has taken place. It is not negotiable and has no intrinsic value. In addition, a registrar will typically not accept an extract as evidence of ownership of shares and is not obligated to notify a custodian, or its local agents in Russia, if or when it amends the register of shareholders. As a consequence of this Russian securities are not on physical deposit with the Depository or its local agents in Russia. Therefore, neither the custodian nor its local agents in Russia could be considered as performing a physical safekeeping or custody function in the traditional sense. The registrars are neither agents of, nor responsible to, the custodian or its local agents in Russia. Investments in securities listed or traded in Russia will only be made in equity and/or fixed income securities that are listed or traded on level 1 or level 2 of the MICEX-RTS. In the event of losses due to the liquidation, bankruptcy, negligence or wilful default of any registrar the relevant Sub-Fund may have to pursue its rights directly against the issuer and/or its appointed registrar. A change occurred in the custody arrangements applicable to certain Russian securities on 1 April 2013. The holding of many Russian securities by investors such as a Sub-Fund is no longer be evidenced by a direct entry on the issuer’s register of shareholders. Instead, the ownership of, and settlement of transactions in, those Russian securities has been moved to a central securities depository, the National Securities Depository (“NSD”). The Depository, or its local sub-custodian in Russia, is a participant on the NSD. The NSD in turn is reflected as the nominee holder of the securities on the register of the relevant issuer. Therefore, while this is intended to introduce a centralised and regulated system for recording of the ownership of, and settlement of transactions in, Russian securities, it does not eliminate all of the risks associated with the registrar system outlined above. The aforesaid risks in relation to safekeeping of securities in Russia may exist, in a similar manner, in other Central and Eastern European countries in which a Sub-Fund may invest.

### **Position Limits**

“Position limits” imposed by various regulators may also limit a Sub-Fund’s ability to effect desired trades. Position limits are the maximum amounts of net long or net short positions that any one person or entity may own or control in a particular financial instrument. All positions owned or controlled by the same person or entity, even if in different accounts, may be aggregated for purposes of determining whether the applicable position limits have been exceeded. Thus, even if the Sub-Fund does not intend to exceed applicable position limits, it is possible that different accounts managed by the Investment Manager and its affiliates may be aggregated. If at any time positions managed by the Investment Manager exceed applicable position limits, the Investment Manager would be required to liquidate positions, which might include positions of the Sub-Fund, to the extent necessary to come within those limits. Further, to avoid exceeding the position limits, the Sub-Fund might have to forego or modify certain of its contemplated trades.

### **Leverage**

Subject to applicable regulatory constraints and any investment restrictions contained in this Prospectus, a Sub-Fund may use leverage in making investments. The Sub-Fund may obtain leverage by, among other methods, purchasing or entering into FDI that are inherently leveraged, such as options, forward contracts and swaps (including contracts for differences). The use of leverage increases risk and results in material interest expense. The Sub-Fund’s use of leverage and FDI instruments results in certain additional risks. Leveraged investments, by their nature, increase the potential loss to investors resulting from any depreciation in the value of such investments. Consequently, a relatively small price movement in the security underlying a leveraged instrument may result in substantial losses. Furthermore, the use of leverage exposes a Sub-Fund to the risk of

counterparties foreclosing on the collateral used to margin leveraged positions, resulting in materially increased losses on such positions. Access to leverage and financing could be impaired by many factors, including market forces or regulatory changes, and there can be no assurance that the Sub-Fund will be able to secure or maintain adequate leverage or financing.

### **Small- and Mid-Capitalisation Companies**

A portion of a Sub-Fund's assets may be invested in securities of small- and mid-cap companies. The securities of small- and mid-cap companies may pose greater investment risks because such companies may have limited product lines, distribution channels and financial and managerial resources. Further, there is often less publicly available information concerning such companies than for larger, more established businesses. The equity securities of small and mid-cap companies may not be traded in the volumes typical of large-cap companies that are listed on a large securities exchange and may be less liquid than large-cap companies. As a result of the less liquid nature of small or mid-cap companies, the Sub-Fund may be required to dispose of such securities over a longer (and potentially less favourable) period of time than is required to dispose of the securities of larger, more established companies.

### **Certain Securities Markets**

Stock markets in certain countries may have a relatively low volume of trading. Securities of companies in such markets may also be less liquid and more volatile than securities of comparable companies elsewhere. There may be low levels of government regulation of stock exchanges, brokers and listed companies in certain countries. In addition, settlement of trades in some markets is slow and subject to failure.

### **Foreign Exchange Risk**

Whilst the Base Currency of each Sub-Fund is a particular currency, the Sub-Fund's assets will often be invested in securities denominated in other currencies and any income or capital received by the Sub-Fund will be denominated in the local currency of investment. Accordingly, changes in currency exchange rates (to the extent unhedged) will affect the value of a Sub-Fund's portfolio and the unrealised appreciation or depreciation of investments. To the extent unhedged, the value of a Sub-Fund's assets will fluctuate with the relevant currency exchange rates applicable to the Sub-Fund as well as with price changes of the Sub-Fund's investments in the various local markets and the performance of the Sub-Fund may be strongly influenced by movements in foreign exchange rates. The Investment Manager may utilise options and forward contracts to hedge against currency fluctuations, although it does not currently intend to do so. Even if it did utilise such contracts, there can be no assurance that such hedging transactions will be effective. Furthermore, the Sub-Fund may incur costs in connection with conversions between various currencies.

### **Interest Rate Risk**

Interest rates are determined by factors of supply and demand in the international money markets which are influenced by macro economic factors, speculation and central bank and government intervention. Fluctuations in short term and/or long term interest rates may affect the value of the Units. Fluctuations in interest rates of the currency in which the Units are denominated and/or fluctuations in interest rates of the currency or currencies in which a Sub-Fund's assets are denominated may affect the value of the Units.

### **Exchange-Traded Funds ("ETFs")**

A Sub-Fund may invest in ETFs, which are shares of publicly-traded unit investment trusts, open-end funds, or depository receipts that seek to track the performance and dividend yield of specific indexes or companies in related industries. Depending on its characteristics, units in an ETF may be

characterised under the UCITS Regulations as: (i) units in a UCITS or alternative investment fund; or (ii) transferable securities (in the case of closed-ended alternative investment funds). However, ETF shareholders are generally subject to the same risk as holders of the underlying securities they are designed to track. ETFs are also subject to certain additional risks, including, without limitation, the risk that their prices may not correlate perfectly with changes in the prices of the underlying securities they are designed to track, and the risk of trading in an ETF halting due to market conditions or other reasons, based on the policies of the exchange upon which the ETF trades. In addition, a Sub-Fund may bear, along with other shareholders of an ETF, its *pro rata* portion of the ETF's expenses, including management fees. Accordingly, in addition to bearing their proportionate share of the Sub-Fund and the Sub-Fund's expenses, shareholders may also indirectly bear similar expenses of an ETF, which may have a material adverse effect on the performance of a Sub-Fund.

### **Derivative Risks**

While the prudent use of FDI, including securities embedding FDI, can be beneficial, FDI also involve risks different from, and in certain cases greater than, the risks presented by more traditional investments.

If there is a default by the other party to any such transaction, there will be contractual remedies; however, exercising such contractual rights may involve delays or costs which could result in the value of the total assets of the related portfolio being less than if the transaction had not been entered.

### ***Position (Market) Risk***

There is also a possibility that ongoing FDI will be terminated unexpectedly as a result of events outside the control of the Manager, for instance, bankruptcy, supervening illegality or a change in the tax or accounting laws relative to those transactions at the time the agreement was originated.

### ***Liquidity Risk***

A liquid secondary market may not always exist for a Sub-Fund's FDI positions at any time. In fact, many OTC instruments will not be liquid and may not be able to be "closed out" when desired. There is also a possibility that ongoing FDI transactions will be terminated unexpectedly as a result of events outside the control of the Manager, for instance, bankruptcy, supervening illegality or a change in the tax or accounting laws relative to those transactions at the time the agreement was originated.

### ***Settlement Risk***

A Sub-Fund is also subject to the risk of the failure of any of the exchanges on which the FDI are traded or of their clearing houses.

### ***Correlation Risk***

FDI do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, the use of FDI techniques may not always be an effective means of, and sometimes could be counter-productive to, a Sub-Fund's investment objective.

### ***Legal Risk***

FDI also involve legal risk, the risk of loss due to the unexpected application of a law or regulation, or because contracts are not legally enforceable or documented correctly.

## **Convertible Security Risk**

A Sub-Fund may also purchase various instruments convertible into equity securities. Many convertible securities have a fixed income component and therefore tend to increase in market value when interest rates decline and to decrease in value when interest rates rise. The price of a convertible security is also influenced by the market value of the underlying common stock and tends to increase as the market value of the underlying stock rises, whereas it tends to decrease as the market value of the underlying stock declines. Therefore, investments in convertible instruments tend to bear the same risks as direct investments in the underlying securities.

## **Liquidity Risk**

The effect of liquidity risk is particularly pronounced when low trading volume, lack of a market maker, large size of position, or legal restrictions (including daily price fluctuation limits or “circuit breakers”) limit or prevent a Sub-Fund from selling particular securities or unwinding derivative positions at desirable prices. Less liquid securities are more susceptible than other securities to market value declines when markets decline generally.

A Sub-Fund is also exposed to liquidity risk when it has an obligation to purchase particular securities (e.g., as a result of writing a put). Some of the markets, exchanges or securities in which a Sub-Fund invests may be less liquid and this would affect the price at which, and the time period in which, the Sub-Fund may liquidate positions to meet redemption requests or other funding requirements.

Investments in emerging market securities that are not widely traded are sometimes subject to purchase and sale restrictions. Securities of companies with smaller market capitalisations that are not widely held trade less frequently and in lesser quantities than securities of companies with larger market capitalisations.

## **Risks Associated with Investment in Other Collective Investment Schemes**

Each Sub-Fund may invest in one or more collective investment schemes including schemes managed by the Investment Manager or its affiliates. Non-Irish domiciled collective investment schemes may not provide a level of investor protection equivalent to that provided by collective investment schemes authorised by the Central Bank. A Sub-Fund may invest in shares of both open- and closed-ended collective investment schemes (including money market funds and exchange-traded funds). Investing in another collective investment scheme exposes a Sub-Fund to all the risks of that collective investment scheme.

As a shareholder of another collective investment scheme, a Sub-Fund would bear, along with other shareholders, its *pro rata* portion of the expenses of the other collective investment scheme, including management and/or other fees. These fees would be in addition to the management fees and other expenses which a Sub-Fund bears directly in connection with its own operations.

## **Rating of Investment Risk**

There is no assurance that the ratings of each rating agency will continue to be calculated and published on the basis described in this Prospectus or that they will not be amended significantly. The past performance of a rating agency in rating an investment is not necessarily a guide to future performance.

## **Valuation**

Details of the method of calculation of the Net Asset Value per Share of a Sub-Fund are set out in the section entitled “Determination of Net Asset Value” below.

The Investment Manager may have a role with respect to the valuation of unlisted investments or securities that are listed, traded or dealt in on a Regulated Market but for which prices are not available or are unrepresentative. There is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation of the Sub-Fund's investments and the Investment Manager's other responsibilities.

When the Sub-Fund uses fair value pricing, it may take into account any factors it deems appropriate. The Sub-Fund may determine fair value based upon developments related to a specific security, current valuations of stock indices and/or sector or broader stock market indices. The price of securities used by the Sub-Fund to calculate its Net Asset Value may differ from quoted or published prices for the same securities. Fair value pricing may involve subjective judgments and it is possible that the fair value determined for a security is materially different than the value that could be realised upon the sale of that security.

### **Risks Associated with Excessive Trading**

Prospective investors' attention is drawn to the risks associated with excessive trading. Please see the section entitled "Excessive Trading" below for additional information.

### **High Portfolio Turnover**

Each Sub-Fund will be actively managed and the investment strategy followed by the Sub-Fund may involve a high volume of trading, resulting in high portfolio turnover. As a result, the Sub-Fund could potentially be subject to higher transaction expenses in the form of greater brokerage commissions than funds with a lower portfolio turnover rate.

### **Investments in Money Market Funds**

A Sub-Fund may invest in daily dealing money market funds especially in periods when the Sub-Fund holds substantial cash balances. Daily dealing money market funds are not bank deposits or guaranteed by any governmental agency or by the promoter or investment manager of the fund.



## **European Market Infrastructure Regulation**

The Fund may enter into OTC derivative contracts for efficient portfolio management, investment and hedging purposes. European Market Infrastructure Regulation (“EMIR”) establishes certain requirements for OTC derivatives contracts, including reporting requirements, bilateral risk management requirements, mandatory clearing requirements for certain classes of OTC derivatives and a margin posting obligation for OTC derivatives contracts not subject to clearing.

The implications of EMIR for a Fund include, without limitation, the following:

- clearing obligation: certain standardised OTC derivative transactions will be subject to mandatory clearing through a central counterparty (a “CCP”). Clearing derivatives through a CCP may result in additional costs and may be on less favourable terms than would be the case if such derivative was not required to be centrally cleared;
- risk mitigation techniques: for those of its OTC derivatives which are not subject to central clearing, the Fund will be required to put in place risk mitigation requirements, which include the collateralisation of all OTC derivatives. These risk mitigation requirements may increase the cost of the Fund pursuing its hedging strategy; and
- reporting obligations: each of the Fund’s OTC derivative transactions must be reported to a trade depository or the European Securities and Markets Authority. This reporting obligation may increase the costs to the Fund of utilising OTC derivatives.

EMIR was amended as part of the European Commission’s REFIT programme and the amending regulations Regulation 834/2019 (“EMIR REFIT”) entered into force on 28 May 2019 and applied from 17 June 2019. EMIR REFIT introduced certain key obligations relating to clearing, reporting and risk-mitigation (margining). Although EMIR REFIT allows for certain clearing exemptions and provides for thresholds below which no reporting is required, there can be no assurance as to whether the investments described herein made by a Fund will be affected by EMIR REFIT or any change thereto or review thereof.

## **Concentration Risk**

Where a Sub-Fund focuses its investments on a limited number of markets, countries, types of investment and/or issuers, it will not enjoy the same level of diversification of risks across different markets, countries, types of investment and/or issuers that would be possible if investments were not so concentrated. Such a concentration of investments could increase the potential for volatility and risk of loss, especially in periods of pronounced market volatility. While the Investment Manager may allocate a Sub-Fund’s assets among differing investment strategies and techniques, there are no fixed allocation percentages. There is the risk that a disproportionate share of a Sub-Fund’s assets may be committed to one or more strategies or techniques. In particular, Sub-Funds invested in a limited number of markets or countries, for example the Axiom Concentrated Global Growth Equity Fund is generally considered higher risk as they are exposed to the fluctuations of a more limited number of markets and currencies. Also, where a Sub-Fund has a concentrated portfolio this may increase the likelihood of volatile performance, especially in periods of pronounced market volatility.

## **INVESTING IN SHARES**

### **Share Classes**

A list of the Share Classes available in respect of each of the Sub-Fund and the characteristics and voting rights of each such Class is set out in the Relevant Supplement.

Investors should note that, as at the date of this Prospectus, only certain Share Classes may currently be available for subscription.

## **Application Procedure**

Application forms for Shares may be obtained from the Administrator. Eligible investors who have forwarded the completed application form and provided satisfactory proof of identification and source of wealth and source of funds to the Administrator before the Trade Cut-Off Time specified in the Relevant Supplement will be entitled to purchase Shares. However, the ICAV reserves the right to reject any application for Shares.

Once an application for Shares has been received by the Administrator, it is irrevocable and binding on the investor. An application for Shares may be cancelled or modified only at the discretion of the ICAV having received a written request for cancellation or modification from the relevant investor prior to the Trade Cut-Off Time and following consultation with the Manager. Any application received by the Administrator after the Trade Cut-Off Time shall be held in abeyance and shall be effective on the next succeeding Dealing Day. However, the ICAV may, in exceptional circumstances (as determined by the Directors and in consultation with the Manager), decide to accept an application received by the Administrator after the Trade Cut-Off Time but before the Valuation Point.

The ICAV may issue fractional shares rounded to two decimal places. Fractional shares shall not carry any voting rights.

### ***Initial Subscriptions***

Initial subscriptions may be made by way of signed original application form or faxed application form. All supporting anti-money laundering documentation must be promptly received. No redemption payments may be made until all original anti-money laundering documentation has been received from the investor and all anti-money laundering procedures have been carried out to the satisfaction of the ICAV and its delegates.

### ***Subsequent Subscriptions***

Subsequent subscriptions (i.e., subsequent to an initial subscription for Shares within a Sub-Fund) may be made by submitting a written instruction to the Administrator by the Trade Cut-Off Time in writing, by fax or electronically (in such format or method as shall be agreed in writing in advance with the Administrator) and subject to and in accordance with the requirements of the Administrator and the Central Bank. Subscription requests received subsequent to the Trade Cut-Off Time shall be effective on the next succeeding Dealing Day. However, the ICAV may, in exceptional circumstances (as determined by the Directors and in consultation with the Manager), decide to accept a subscription request received by the Administrator after the Trade Cut-Off Time but before the Valuation Point.

## **Anti-Money Laundering Procedures**

Measures aimed at the prevention of money laundering may require an applicant to provide verification of identity and the source of wealth and source of funds to the Administrator. Individual and corporate entities will be required to provide anti-money laundering documentation as detailed in the 'Anti-Money Laundering' section of the Sub-Fund's application form.

The Administrator, the Manager and the ICAV each reserve the right to request such information as is necessary to verify the identity and the source of wealth and source of funds of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator, the Manager and the ICAV may each refuse to accept the application and return all subscription monies or compulsorily redeem such Shareholder's Shares and/or payment of redemption proceeds may be delayed and none of the Sub-Funds, the Directors, the Manager, the Investment Manager, the Depositary or the Administrator shall be liable to the subscriber or Shareholder where an application for Shares is not processed or Shares are compulsorily redeemed in

such circumstances. If an application is rejected, the Administrator will return application monies or the balance thereof by telegraphic transfer in accordance with any applicable laws to the account from which it was paid at the cost and risk of the applicant. The Administrator may refuse to pay redemption proceeds where the requisite information for verification purposes has not been produced by a Shareholder. The applicant acknowledges that the ICAV may take such steps as it considers appropriate or necessary to discontinue the relationship with the investor where required to do so under applicable law and regulation.

### **Subscription Price**

During the Initial Offer Period, the initial subscription price per Share of a Sub-Fund shall be the Initial Offer Price. Thereafter, the subscription price per Share shall be the Net Asset Value per Share determined on the relevant Dealing Day. An Anti-Dilution Levy of up to 2.00% of subscription monies may be payable on net subscriptions. Please see the section entitled “Anti-Dilution Levies” for further information.

Subscriptions for Shares must be made in the relevant Class Currency. Investors should transmit cleared funds representing the subscription monies for initial or subsequent applications for Shares by wire instructions to the relevant accounts set out in the application form so that the monies are received in the ICAV’s account by the relevant Settlement Time. If payment for a subscription is not received by the relevant Settlement Time, a subscription may be cancelled or the investor may be charged interest on the outstanding subscription monies at normal commercial rates. In such an event, the individual investor may be held liable for any loss to a Sub-Fund.

Applications for Shares by *in specie* transfer may be made by agreement with the Directors in consultation with the Investment Manager and the Manager on a case-by-case basis and subject to the approval of the Depositary. The Depositary must be satisfied that there is unlikely to be any material prejudice to the existing Shareholders of the ICAV. In such cases, the ICAV shall issue Shares in exchange for investments which the ICAV may acquire in accordance with its investment objectives, policies and restrictions and may hold or sell, dispose of or otherwise convert such securities into cash. No Shares shall be issued until the investments are vested in the Depositary or its nominee. The value of the Shares to be issued shall be calculated on the same basis as the valuation of Shares to be issued for cash.

### **Written Confirmations of Ownership**

The Administrator shall be responsible for maintaining the ICAV’s register of Shareholders in which all issues, redemptions, conversions and transfers of Shares will be recorded. Written confirmations of ownership will be issued in relation to the Shares. Shares shall be in registered form. The Administrator shall not issue a Share certificate in respect of Shares. A Share may be registered in a single name or in up to four joint names. The register of Shareholders shall be available for inspection upon reasonable notice at the registered office of the ICAV during normal business hours where a Shareholder may inspect only his entry on the register.

## **REDEEMING SHARES**

### **Redemption Requests**

Shares may be redeemed on a Dealing Day by submitting a signed redemption form to the Administrator by the Trade Cut-Off Time. The redemption request may be in writing, by fax or electronically (in such format or method as shall be agreed in writing in advance with the Administrator) and subject to and in accordance with the requirements of the Administrator and the Central Bank.

In the case of redemption requests, payment will only be made to the account of record and only where the account has been deemed to be in good order by the Administrator. Amendments to a Shareholder's registration details and payment instructions will only be effected upon receipt of original documentation or electronic instruction.

Redemption requests received subsequent to the Trade Cut-Off Time shall be effective on the next succeeding Dealing Day. However, the ICAV may, in exceptional circumstances (as determined by the Directors and in consultation with the Manager), decide to accept a redemption request received by the Administrator after the Trade Cut-Off Time but before the Valuation Point.

The Instrument of Incorporation provides that if the ICAV receives a request for the redemption of Shares in respect of 10% or more of the Net Asset Value of any Sub-Fund on any Dealing Day, the Directors may elect to restrict the total value of Shares in such Sub-Fund redeemed to 10% or more of the Sub-Fund's Net Asset Value, in which case, any requests for redemption on that Dealing Day will be scaled down *pro rata* and shall be treated as if they were received on each subsequent Dealing Day until all the Shares to which the original request related have been redeemed. If requests for redemption are so carried forward, the Directors will ensure that the Shareholders affected thereby are promptly informed.

### **Redemption Price**

Shares shall be redeemed at the applicable Net Asset Value per Share obtaining on the Dealing Day on which the redemption is effected. An Anti-Dilution Levy of up to 2.00% of redemption monies may be payable on net redemptions. Please see the section entitled "Anti-Dilution Levies" for further information.

All payments of redemption monies shall be made by the relevant Settlement Time. The redemption proceeds shall be sent by wire transfer at the Shareholder's expense to the Shareholder's bank account, details of which shall be set out by the Shareholder in the application form. Redemption proceeds cannot be released until the signed application form and all documents required in connection with the obligation to prevent money laundering have been received by the Administrator and all anti-money laundering procedures have been completed satisfactorily. Redemption proceeds shall typically be paid in the named currency of the relevant Class of Shares. However, upon the request of the Shareholder, the ICAV, in consultation with the Administrator, may at its discretion pay the equivalent amount of redemption proceeds in a different currency.

Any failure to supply the ICAV or the Administrator with any documentation requested by them for anti-money laundering or anti-fraud purposes may result in a delay in the settlement of redemption proceeds or dividend monies. In such circumstances, the Administrator will process any redemption request received by a Shareholder, however the proceeds of that redemption or the sums payable by way of dividends to the Shareholder shall remain an asset of the Sub-Fund and the Shareholder will rank as a general creditor of the ICAV until such time as the Administrator is satisfied that its anti-money-laundering and anti-fraud procedures have been fully complied with, following which redemption proceeds or dividend monies will be released.

At the discretion of the ICAV and in consultation with the Manager and with the consent of the Shareholder making such redemption request, assets may be transferred to a Shareholder in satisfaction of the redemption monies payable on the redemption of Shares. The Depositary must be satisfied that there is unlikely to be any material prejudice to the existing Shareholders. The allocation of such assets shall be subject to the approval of the Depositary. Where a redemption request represents 5% or more of the Net Asset Value of a Sub-Fund, the ICAV may satisfy the redemption request by the transfer of assets *in specie* to the Shareholder without the Shareholder's consent. At the request of the Shareholder making such redemption request such assets may be sold by the ICAV and the proceeds of sale shall be transmitted to the Shareholder. The transaction costs incurred in the sale of the assets will be payable by the Shareholder.

### **Mandatory Redemption of Shares**

If a redemption causes a Shareholder's holding in the ICAV to fall below the Minimum Holding, the ICAV may redeem the whole of that Shareholder's holding. Before doing so, the ICAV shall consult with the Manager and shall notify the Shareholder in writing and allow the Shareholder 30 days to purchase additional Shares to meet the Minimum Holding.

Shareholders are required to notify the Administrator and the ICAV immediately in the event that they become U.S. Persons. Shareholders who become U.S. Persons may be required to dispose of their Shares to non-U.S. Persons on the next Dealing Day thereafter unless the Shares are held pursuant to an exemption which would allow them to hold the Shares. The ICAV reserves the right to redeem or require the transfer of any Shares which are or become owned, directly or indirectly, by a U.S. Person or other person if the holding of the Shares by such other person is unlawful or, in the opinion of the Directors, the holding might result in the ICAV or the Shareholders as a whole incurring any liability to taxation or suffering pecuniary or material administrative disadvantage which the ICAV or the Shareholders as a whole might not otherwise suffer or incur.

### **TRANSFER OF SHARES**

All transfers of Shares shall be effected by transfer in writing in any usual or common form and every form of transfer shall state the full name and address of the transferor and the transferee, together with the account number and the ISIN code of the transferor. The instrument of transfer of a Share shall be signed by or on behalf of the transferor and the original form must be submitted to the Administrator. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Share register in respect thereof. Where the transferee is not an existing Shareholder in the Sub-Fund, the transferee must complete an application form and comply with the relevant anti-money laundering procedures. The Directors may decline to register any transfer of Shares if in consequence of such transfer the transferor or transferee would hold less than the minimum initial subscription for the relevant Sub-Fund or would otherwise infringe the restrictions on holding Shares outlined above. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than 30 days in any year. The Directors may decline to register any transfer of Shares unless the instrument of transfer is deposited at the registered office of the ICAV or at such other place as the Directors may reasonably require together with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. Such evidence may include a declaration that the proposed transferee is not a U.S. Person and that upon transfer the Shares will not be held by or for the account of any U.S. Person.

### **CONVERSION OF SHARES**

With the consent of the Manager, a Shareholder may convert Shares of one Sub-Fund into Shares of another Sub-Fund on giving notice to the Administrator in such form as the Administrator may require provided that the shareholding satisfies the minimum investment criteria and provided that the original application is received within the time limits specified above in the case of subscriptions.

Conversion is not intended to facilitate short-term or excessive trading. The conversion is effected by arranging for the redemption of Shares of one Sub-Fund and subscribing for the Shares of the other Sub-Fund with the proceeds.

Conversion will take place in accordance with the following formula:

$$NS = \frac{(A \times B - [TC] \times C)}{D}$$

where:

- NS = the number of Shares which will be issued in the new Sub-Fund;
- A = the number of the Shares to be converted;
- B = the redemption price of the Shares to be converted;
- C = the currency conversion factor (if any) as determined by the Manager;
- D = the issue price of Shares in the new Sub-Fund on the relevant Dealing Day; and
- TC = the transaction charge incurred in connection with the proposed transaction which shall not in any event exceed 5% of the Net Asset Value per Share.

If NS is not an integral number of Shares the Manager reserves the right to issue fractional Shares in the new Sub-Fund or to return the surplus arising to the Shareholder seeking to convert the Shares.

The length of time for completion of a conversion will vary depending on the Sub-Funds involved and the time when the conversion is initiated. In general, the length of time for completion of a conversion will depend upon the time required to obtain payment of redemption proceeds from the Sub-Fund whose Shares are being acquired. As the conversion of Shares requires the consent of the Manager, once a request is made the need for such consent may result in Shares being converted on a Dealing Day subsequent to the Dealing Day on which the Shareholder initially wished to have the Shares converted.

## **GENERAL TRADING PRACTICES AND INFORMATION**

### **Umbrella Cash Accounts**

Cash account arrangements have been put in place by the Manager in respect of the ICAV and the Sub-Funds as a consequence of the introduction of new requirements relating to subscription and/or redemption collection accounts. The following is a description of how such cash account arrangements operate. These cash accounts are not subject to the protections of the Investor Money Regulations and instead will be subject to the guidance issued by the Central Bank from time to time in relation to umbrella cash accounts.

The ICAV has established Umbrella Cash Accounts into which subscription monies received from and redemption and distribution monies due to investors in the Funds will be held. The Umbrella Cash Accounts are established in the name of the ICAV and assets in the Umbrella Cash Accounts will be the assets of the ICAV. Amounts within the Umbrella Cash Accounts can at all times be attributed to the individual Sub-Fund to which they relate. Shareholder Monies will be held in a single Umbrella Cash Account for each currency in which a Share class is denominated.

The Manager, in conjunction with the Depositary, has established a policy to govern the operation of the Umbrella Cash Accounts in accordance with the requirements of the Central Bank. The policy identifies certain procedures that must be adhered to in relation to the operation of the Umbrella Cash Accounts, the process for transferring money out of the accounts, the reconciliation process and reporting in relation to the accounts.

Subscription monies will become the property of the ICAV upon receipt and accordingly investors will be treated as general creditors of the relevant Sub-Fund during the period between receipt of subscription monies and the Dealing Day on which such Shares are issued. The subscribing investors will be exposed to the credit risk of the institution at which the relevant Umbrella Cash Account has been opened. Such investors will not benefit from any appreciation in the Net Asset Value of the Sub-Fund or any other Shareholder rights in respect of the subscription monies (including dividend entitlements) until such time as the Shares are issued on the relevant Dealing Day.

It is important for those subscribing in a Sub-Fund to understand that, in respect of any subscription monies that have been provided after the Settlement Time, the application for Shares in a Sub-Fund may be rejected by the ICAV in which case the subscription monies or balance thereof will normally be returned to the applicant within five working days of the date of the rejection of the application without interest.

Redeeming investors will cease to be Shareholders of the redeemed Shares from the relevant Dealing Day. Redemption and dividend payments will, pending payment to the relevant Shareholders, be held in an Umbrella Cash Account. Redeeming investors and investors entitled to dividend payments held in an Umbrella Cash Account will be unsecured creditors of the relevant Sub-Fund with respect to those monies. Where the redemption and dividend payments cannot be transferred to the relevant investors, for example where the investors have failed to supply such information as is required to allow the ICAV to comply with its obligations under applicable anti-money laundering and counter terrorist legislation, the redemption and dividend payments will be retained in an Umbrella Cash Account and investors should address the outstanding issues promptly. Redeeming investors will not benefit from any appreciation in the Net Asset Value of the Sub-Fund or any other Shareholder rights (including, without limitation, the entitlement to future dividends) in respect of such amounts.

For information on the risks associated with Umbrella Cash Accounts, see “Risks Associated with Umbrella Cash Accounts” in the section of the Prospectus entitled “Risk Factors”.

### **Withholdings and Deductions**

In the event that the ICAV is required to deduct, withhold or account for tax on a disposal of Shares by a Shareholder, upon the payment of a distribution to a Shareholder (whether in cash or otherwise) or in any other circumstances in which a taxation liability arises, the Directors shall be entitled to arrange for the redemption and cancellation of such number of the Shares of such Shareholder as is sufficient, after the deduction of any redemption fees to discharge any such tax liability and the Directors may decline to register a transferee as a Shareholder until such time as they receive from the transferee such declarations as to residency or status as they may require. Where the ICAV redeems any Shares held by a Shareholder in respect of which the ICAV is required to account for, deduct or withhold taxation, the ICAV shall be entitled to deduct from the redemption proceeds such amount of taxation as the ICAV is required to account for, deduct or withhold.

### **Portfolio Holdings Information Policy**

The ICAV has adopted a policy of generally permitting the disclosure of portfolio holdings information to Shareholders and other service providers (each a “Recipient”) (the “Portfolio Holding Information”) on request. The Portfolio Holding Information is provided on the understanding that the Recipient shall keep it secret and confidential, shall not disclose or disseminate it directly or indirectly to any third party and shall not use or exploit it except in connection with its own analysis of a Fund’s

portfolio. Neither the ICAV nor the Investment Manager makes any warranty or representation concerning the Portfolio Holding Information, its accuracy or completeness. The Portfolio Holding Information is intended for information purposes only and should not be used by the Recipient for the purposes of market timing or seeking to gain an unfair advantage.

### **Share Price Information**

Except where the determination of the Net Asset Value has been temporarily suspended in the circumstances described below, the information regarding the Net Asset Value per Share shall be available upon request from the Administrator and shall be published on the website [www.bloomberg.com](http://www.bloomberg.com). Such information shall relate to the Net Asset Value per Share obtained on the previous Dealing Day and is published for information purposes only. It is not an invitation to subscribe for, redeem or convert Shares at that Net Asset Value per Share.

### **Data Protection Notice**

Shareholders should note that by completing the application form they have provided personal information, which may constitute “personal data” within the meaning of the Irish Data Protection Acts 1988 and 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), the EU Data Protection Directive 95/46/EC, the EU ePrivacy Directive 2002/58/EC (as amended) and any relevant transposition of, or successor or replacement to, those laws (including, when it comes into force and the successor to the ePrivacy Directive) (together, the “**Data Protection Legislation**”).

Shareholders’ personal data will be used by the ICAV for the following purposes:

- to manage and administer a shareholder’s holding in the ICAV and any related accounts on an ongoing basis in accordance with the contract between the shareholder and the ICAV;
- to carry out statistical analysis and market research as the ICAV’s legitimate business interest; and
- to comply with legal and regulatory obligations applicable to the investor and the ICAV from time to time including applicable anti-money laundering and counter terrorist financing legislation. In particular, in order to comply with the information reporting regimes set out in Section 891C and Section 891E to Section 891G (inclusive) of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections), Shareholders’ personal data (including financial information) may be shared with the Irish Revenue Commissioners. They in turn may exchange information (including personal data and financial information) with foreign tax authorities (including the U.S. Internal Revenue Service and foreign tax authorities located outside the European Economic Area). Please consult the AEOI (Automatic Exchange of Information) webpage on [www.revenue.ie](http://www.revenue.ie) for further information in this regard.

Shareholders’ personal data may be disclosed by the ICAV to its delegates, professional advisors, service providers, regulatory bodies, auditors, technology providers and any duly authorised agents or related, associated or affiliated companies of the foregoing for the same or related purposes.

Shareholders’ personal data may be transferred to countries which may not have the same or equivalent data protection laws as Ireland. If such transfer occurs, the ICAV is required to ensure that such processing of shareholders’ personal data is in compliance with Data Protection Legislation and, in particular, that appropriate measures are in place such as entering into model contractual clauses (as published by the European Commission) or ensuring that the recipient is “Privacy Shield” certified, if appropriate. For more information on the means of transfer of shareholders’ data or a copy of the relevant safeguards, please contact Maureen McEvily at [ClientRelations@axiom-investors.com](mailto:ClientRelations@axiom-investors.com).



Pursuant to the Data Protection Legislation, shareholders have a number of rights which may be exercised in respect of their personal data, *i.e.*:

- the right of access to personal data held by the ICAV;
- the right to amend and rectify any inaccuracies in personal data held by the ICAV;
- the right to erase personal data held by the ICAV;
- the right to data portability of personal data held by the ICAV; and
- the right to request restriction of the processing of personal data held by the ICAV; and
- the right to object to processing of personal data by the ICAV.

These rights will be exercisable subject to limitations as provided for in the Data Protection Legislation. In certain circumstances it may not be feasible for the ICAV to discharge these rights, for example because of the structure of the ICAV or the manner in which the Shareholder holds Shares in a Fund. Shareholders may make a request to the ICAV to exercise these rights by contacting Maureen McEvily at [ClientRelations@axiom-investors.com](mailto:ClientRelations@axiom-investors.com)

Please note that personal data may be retained by the ICAV for the duration of a shareholder's investment and afterwards in accordance with the ICAV's legal and regulatory obligations.

The ICAV is a data controller within the meaning of the Data Protection Legislation and undertakes to hold any personal information provided by Shareholders in confidence and in accordance with the Data Protection Legislation. For queries, requests or comments in respect of this notice or the way in which the ICAV uses Shareholders' personal data, please contact Maureen McEvily at [ClientRelations@axiom-investors.com](mailto:ClientRelations@axiom-investors.com). Shareholders have the right to lodge a complaint with the Office of the Data Protection Commissioner if they are dissatisfied with the manner in which their personal data is used by the ICAV.

## **REMUNERATION POLICY**

The Manager as established, implemented and maintains a remuneration policy which meets the requirements of, and complies with the principles set out in the UCITS Regulations and the Guidelines on sound remuneration policies under the UCITS Directive and AIFMD published by ESMA (the "Remuneration Guidelines") and ensures that the Investment Manager has an appropriate remuneration policy in place which is in compliance with the Remuneration Guidelines.

The Manager's remuneration policy applies to staff whose professional activities might have a material impact on the ICAV's risk profile and so covers senior management, risk takers, control functions and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers and whose professional activities have a material impact on the risk profile of the ICAV. The Manager's remuneration policy is accordingly consistent with, and promotes, sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile of the ICAV. The Manager's remuneration policy is accordingly consistent with, and promotes, sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile of the ICAV.

Consistent with the principal of proportionality referred to in the Remuneration Guidelines the payout process requirements in the Remuneration Guidelines have been dis-applied in the Manager's remuneration policies. This disapplication has been made following assessment by the Manager of each of the payout process requirements and takes account of specific facts applicable to each and is appropriate to each size, internal organisation and the nature, scope and complexity of its activities.

The remuneration policy of the Manager can be found at [www.kbassociates.ie](http://www.kbassociates.ie). A copy can be requested free of charge from the Manager.

## **DETERMINATION OF NET ASSET VALUE**

The Administrator shall determine the Net Asset Value per Share of each Class, on each Dealing Day at the Valuation Point on the basis set forth below and in accordance with the Instrument of Incorporation.

The Net Asset Value per Share of a Sub-Fund shall be the value of the gross assets attributable to such Sub-Fund less all of the liabilities attributable to such Sub-Fund (including such provisions as the Administrator considers appropriate in respect of the costs and expenses payable in relation to such Sub-Fund) divided by the number of Shares of such Sub-Fund outstanding as of the Dealing Day. Any liabilities of the ICAV which are not attributable to any Sub-Fund shall be allocated among all of the Sub-Funds *pro rata* to the relative Net Asset Value of the Sub-Funds.

The Net Asset Value of each Class shall be determined by calculating the amount of the Net Asset Value attributable to each Class. The amount of the Net Asset Value of a Sub-Fund attributable to a Class shall be determined by establishing the proportion of the assets of the Class as at the most recent Net Asset Value calculation, adjusted to take account of any subscription orders (after deduction of any redemption orders) and apportioning the Net Asset Value accordingly. The Net Asset Value per Share of a Class shall be calculated by dividing the Net Asset Value of the Class by the number of Shares in issue in that Class. Class Expenses and fees relating specifically to a Class will be charged to that Class. Class Expenses or other fees or charges will normally be allocated amongst the Classes based on their respective Net Asset Value or any other reasonable basis having taken into account the nature of the fees and charges. In the event that Classes are priced in a currency other than the Base Currency, currency conversion costs will be borne by that Class.

“Class Expenses” means the expenses of registering a Class in any jurisdiction or with any stock exchange, regulated market or settlement system, and all other expenses arising from such registration and such further expenses howsoever arising as may be disclosed in the Prospectus. The cost of converting currency and the costs and gains/losses of the hedging transactions are borne solely by the relevant Class.

The Net Asset Value per Share shall be rounded upwards or downwards as appropriate to the nearest six decimal places.

In determining the value of the assets of a Sub-Fund:

1. Each investment listed, traded or dealt in on a Regulated Market for which market quotations are readily available shall be valued at the last traded price as at the Valuation Point, provided that the value of the investment listed, traded or dealt in on a Regulated Market but acquired or traded at a premium or at a discount outside or off the relevant stock exchange may be valued, taking into account the level of premium or discount as at the date of valuation of the investment. If the investment is normally listed, traded or dealt in on or under the rules of more than one Regulated Market, the relevant Regulated Market shall be that which constitutes the main market for the investment. If prices for an investment listed, traded or dealt in on the relevant Regulated Market are not available at the relevant time or are unrepresentative, or in the event that any investments are not listed or traded on any Regulated Market, such investment shall be valued at such value as shall be certified with care and good faith as the probable realisation value of the investment by a competent person appointed by the Directors and approved for such purpose by the Depositary (which may be the Investment Manager). Neither the Investment Manager nor the Administrator shall be under any liability if a price reasonably believed by them to be the latest available price for the time being may be found not to be such.

2. Units or shares in investment funds which are not valued in accordance with the provisions above shall be valued on the basis of the latest available net asset value per unit/share as published by the investment fund.
3. In the case of unlisted securities or any assets traded on a Regulated Market, but in respect of which a price or quotation is not available at the time of valuation which would provide a fair valuation, the value of such asset shall be estimated with care and in good faith by a competent person, appointed by the Directors and approved for the purpose by the Depositary (which may be the Investment Manager) and such value shall be determined on the basis of the probable realisation value of the investment.
4. Cash deposits and similar investments shall be valued at their face value together with accrued interest unless in the opinion of the Directors any adjustment should be made to reflect the fair value thereof.
5. Exchange-traded futures and options contracts shall be valued at the relevant settlement price on the applicable exchange, provided that if the settlement price of an exchange-traded future or option contract is not available, the instrument may be valued in accordance with paragraph (3) above. FDI not traded on an exchange shall be valued on a mark-to-market basis or, where market conditions prevent marking-to-market, on a mark-to-model basis where required by, and in accordance with, EMIR and related regulatory technical standards, and such valuation may be carried out by a competent person appointed by the Directors and approved for such purpose by the Depositary. A Sub-Fund's exposure to OTC FDI must be assigned fair values that do not rely only on market quotations by the counterparties of the OTC transactions and must be subject to reliable and verifiable valuations on a daily basis.
6. Forward foreign exchange contracts may be valued in accordance with the preceding paragraph or by reference to freely available market quotations.
7. The Sub-Funds may apply an amortised cost method of valuation in respect of a money market instrument in a non-money market fund, provided that such instrument has a residual maturity of less than 3 months and does not have any specific sensitivity to market parameters, including credit risk.
8. If the Directors determine that it is impossible or incorrect to carry out a valuation of a specific investment in accordance with the valuation rules set out above or if such valuation is not representative of an asset's fair market value, a competent person appointed by the Directors and approved for the purpose by the Depositary (which may be the Investment Manager) is entitled to use such other generally recognised valuation method in order to reach a proper valuation of that specific instrument, provided that such method of valuation has been approved by the Depositary and the rationale for the use of such method and the method itself shall be clearly documented.

The value of an asset may be adjusted by the Directors or a competent person appointed by the Directors and approved for the purpose by the Depositary (which may be the Investment Manager), where such an adjustment is considered necessary to reflect the fair value of an asset in the context of currency, marketability, dealing costs and/or such other considerations which are deemed relevant.

#### **Temporary Suspension of Valuation of the Shares and of Sales and Redemptions**

The ICAV, in consultation with the Manager, may temporarily suspend the determination of the Net Asset Value and the sale, conversion or redemption of Shares in the ICAV or any Sub-Fund during:

1. any period (other than ordinary holiday or customary weekend closings) when any market is closed which is the main market for a significant part of the Sub-Fund's investments, or when trading thereon is restricted or suspended;

2. any period during which the disposal or valuation of investments which constitute a substantial portion of the assets of the Sub-Fund is not practically feasible or if feasible would be possible only on terms materially disadvantageous to Shareholders;
3. any period when for any reason the prices of any investments of the Sub-Fund cannot be reasonably, promptly or accurately ascertained by the Administrator;
4. any period when remittance of monies which will, or may, be involved in the realisation of, or in the payment for, investments of the Sub-Fund cannot, in the opinion of the Directors, be carried out at normal rates of exchange;
5. any period when the proceeds of the sale or redemption of the shares cannot be transmitted to or from the Sub-Fund's account;
6. any period when a notice to terminate the Sub-Fund has been served or when a meeting of Shareholders has been convened to consider a motion to terminate a Sub-Fund;
7. upon the occurrence of an event causing a Sub-Fund to terminate; or
8. in exceptional cases, where the circumstances so require, and where the Directors consider it justifiable to do so having regard to the best interests of the Shareholders as a whole.

A suspension of redemptions may be made at any time prior to the payment of the redemption monies and the removal of the Shareholder's name from the register of members or an amendment of the Shareholder's holding. A suspension of subscriptions may be made at any time prior to the entry of a Shareholder's name on the register of members.

Any such suspension shall be notified to the Shareholders of the Sub-Fund by the ICAV if, in the opinion of the ICAV, such suspension is likely to continue for a period exceeding 14 days and any such suspension shall be notified immediately and in any event within the same Business Day to the Central Bank. Where possible, all reasonable steps will be taken to bring a period of suspension to an end as soon as possible.

## **FEES AND EXPENSES**

### **General**

Each Sub-Fund shall pay all of its expenses and its allocable share of any expenses incurred by the ICAV. These expenses may include the costs of: (i) maintaining the ICAV, any subsidiary company and the Sub-Funds and registering the ICAV, the Sub-Funds and the Shares with any governmental or regulatory authority or with any stock exchange; (ii) expenses related to compliance-related matters and regulatory filings related to a Sub-Fund's activities; (iii) management, administration, depositary, compliance and related services; (iv) preparation, printing and posting of prospectuses, sales literature and reports to Shareholders, the Central Bank and other governmental agencies; (v) marketing expenses; (vi) taxes; (vii) commissions, bank, legal and brokerage fees; (viii) expenses incurred in connection with the acquisition and disposal of the assets of the ICAV, including without limitation, the payment of premiums in respect of insurance policies or life settlements; (ix) auditing, tax, compliance, director and legal fees (including fees and expenses arising in respect of legal or administrative proceedings); (x) insurance premiums and expenses; (xi) fees and expenses of paying agents, local representatives and similar agents, such fees and expenses to be charged at normal commercial rates; (xii) listing fees, if applicable; and (xiii) other operating expenses.

The fees and charges may differ from one Class to another and, as a consequence, the Net Asset Value per Share may differ from one Class to another Class.

## **Establishment Costs**

The cost of establishing the ICAV, including the expenses associated with obtaining authorisation from any authority (including, but not limited to, the Central Bank), filing fees, the preparation and printing of this Prospectus, marketing costs and the fees and expenses of legal counsel and other professionals involved in the establishment and initial offering of the ICAV, will be borne by the ICAV and amortised over the first five years of the ICAV's operation, on such terms and in such manner as the Directors may in their discretion determine (and, at the discretion of the Directors, may also be charged to any other Sub-Funds established by the ICAV within such five year period. It is not expected that these establishment costs will exceed €100,000. The cost of establishing any subsequent Sub-Funds, which shall not exceed €50,000 will be charged to the relevant Sub-Fund and amortised in the same way.

## **Directors' Fees and Seconded Fees**

The Instrument of Incorporation provides that the Directors shall be entitled to a fee by way of remuneration for their services at a rate to be determined from time to time by the Directors. The Directors' remuneration will not exceed €15,000 per annum in the aggregate or such other amount as may be determined by the Directors and notified to Shareholders from time to time. Any such change in the Directors' remuneration shall also be disclosed in an update to the Prospectus or in the ICAV's financial statements, whichever is published sooner. The Directors shall be entitled to be reimbursed by the ICAV for all reasonable disbursements and out-of-pocket expenses incurred by them, if any.

## **Service Provider Fees**

Each of the Service Providers shall be entitled to receive, out of the assets of each Sub-Fund, an annual fee at the rate set out in the Relevant Supplement. Such fees shall accrue daily and shall be payable monthly in arrears.

Each of the Service Providers shall also be entitled to be reimbursed by the ICAV, on demand, for all reasonable disbursements and out-of-pocket expenses incurred by them, if any.

In addition to the fees payable to the Administrator as set out in the Relevant Supplement, the Administrator shall also be entitled to receive fees for additional services as agreed with the ICAV from time to time including, without limitation, shareholder servicing fees, fund accounting fees and FATCA servicing fees.

In addition to the fees payable to the Depositary as set out in the Relevant Supplement, the Depositary shall be entitled to charge custody and sub-custody fees at normal commercial rates.

The Investment Manager is responsible for the payment of any fees payable to third party distributors out of its own fees.

The fee payable to the Manager shall be subject to a minimum fee of up to €50,000 per annum based on a single Sub-Fund and a minimum fee of €12,500 per annum for each additional Sub-Fund, subject to a maximum fee of 2 basis points payable out of the assets of each Sub-Fund.

## **Anti-Dilution Levies**

In calculating the subscription price the Manager may on any Dealing Day when there are net subscriptions adjust the subscription price by adding an Anti-Dilution Levy of up to 2.00% of the subscription monies to cover dealing costs and to preserve the value of the underlying assets of the Sub-Fund. Additionally, in calculating the repurchase price, the Manager may on any Dealing Day when there are net repurchases adjust the repurchase price by deducting an Anti-Dilution Levy of up to 2.00 % of the repurchase monies to cover dealing costs and to preserve the value of the underlying assets of the Sub-Fund. Any Anti-Dilution Levies will be retained by the relevant Sub-Fund.



## TAXATION

The following is a general summary of the main Irish tax considerations applicable to the ICAV and certain investors in the ICAV who are the beneficial owners of Shares in the ICAV. It does not purport to deal with all of the tax consequences applicable to the ICAV or to all categories of investors, some of whom may be subject to special rules. For instance, it does not address the tax position of Shareholders whose acquisition of Shares in the ICAV would be regarded as a shareholding in a Personal Portfolio Investment Undertaking (PPIU). Accordingly, its applicability will depend on the particular circumstances of each Shareholder. It does not constitute tax advice and Shareholders and potential investors are advised to consult their professional advisors concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile, and in the light of their particular circumstances.

The following statements on taxation are based on advice received by the Directors regarding the law and practice in force in Ireland at the date of this document. Legislative, administrative or judicial changes may modify the tax consequences described below and 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 will endure indefinitely.

### Taxation of the ICAV

The Directors have been advised that, under current Irish law and practice, the ICAV qualifies as an investment undertaking for the purposes of Section 739B of the Taxes Consolidation Act, 1997, as amended (“TCA”) so long as the ICAV is resident in Ireland. Accordingly it is generally not chargeable to Irish tax on its income and gains.

#### *Chargeable Event*

However, Irish tax can arise on the happening of a “**chargeable event**” in the ICAV. A chargeable event includes any payments of distributions to Shareholders, any encashment, repurchase, redemption, cancellation or transfer of Shares and any deemed disposal of Shares as described below for Irish tax purposes arising as a result of holding Shares in the ICAV for a period of eight years or more. Where a chargeable event occurs, the ICAV is required to account for the Irish tax thereon.

No Irish tax will arise in respect of a chargeable event where:

- (a) the Shareholder is neither resident nor ordinarily resident in Ireland (“**Non-Irish Resident**”) and it (or an intermediary acting on its behalf) has made the necessary declaration to that effect and the ICAV is not in possession of any information which would reasonably suggest that the information contained in the declaration is not, or is no longer, materially correct; or
- (b) the Shareholder is Non-Irish Resident and has confirmed that to the ICAV and the ICAV is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide the necessary declaration of non-residence has been complied with in respect of the Shareholder and the approval has not been withdrawn; or
- (c) the Shareholder is an Exempt Irish Resident as defined below.

A reference to “**intermediary**” means an intermediary within the meaning of Section 739B(1) of the TCA, being a person who (a) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or (b) holds units in an investment undertaking on behalf of other persons.

In the absence of a signed and completed declaration or written notice of approval from the Revenue Commissioners, as applicable, being in the possession of the ICAV at the relevant time there is a presumption that the Shareholder is resident or ordinarily resident in Ireland (“**Irish Resident**”) or is not an Exempt Irish Resident and a charge to tax arises.

A chargeable event does not include:

- any transactions (which might otherwise be a chargeable event) in relation to Shares held in a recognised clearing system as designated by order of the Revenue Commissioners of Ireland; or
- a transfer of Shares between spouses/civil partners and any transfer of Shares between spouses/civil partners or former spouses/civil partners on the occasion of judicial separation, decree of dissolution and/or divorce, as appropriate; or
- an exchange by a Shareholder, effected by way of arm’s length bargain where no payment is made to the Shareholder, of Shares in the ICAV for other Shares in the ICAV; or
- an exchange of Shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the TCA) of the ICAV with another investment undertaking.

If the ICAV becomes liable to account for tax on a chargeable event, the ICAV shall be entitled to deduct from the payment arising on that chargeable event an amount equal to the appropriate tax and/or, where applicable, to repurchase and cancel such number of Shares held by the Shareholder as is required to meet the amount of tax. The relevant Shareholder shall indemnify and keep the ICAV indemnified against loss arising to the ICAV by reason of the ICAV becoming liable to account for tax on the happening of a chargeable event.

#### *Deemed Disposals*

The ICAV may elect not to account for Irish tax in respect of deemed disposals in certain circumstances. Where the total value of Shares in a Sub-Fund held by Shareholders who are Irish Resident and, who are not Exempt Irish Residents as defined below, is 10% or more of the Net Asset Value of the Fund, the ICAV will be liable to account for the tax arising on a deemed disposal in respect of Shares in that Sub-Fund as set out below. However, where the total value of Shares in the Sub-Fund held by such Shareholders is less than 10% of the Net Asset Value of the Fund, the ICAV may, and it is expected that the ICAV will, elect not to account for tax on the deemed disposal. In this instance, the ICAV will notify relevant Shareholders that it has made such an election and those Shareholders will be obliged to account for the tax arising under the self-assessment system themselves. Further details of this are set out below under the heading “Taxation of Irish Resident Shareholders”.

#### *Irish Courts Service*

Where Shares are held by the Irish Courts Service the ICAV is not required to account for Irish tax on a chargeable event in respect of those Shares. Rather, where money under the control or subject to the order of any Court is applied to acquire Shares in the ICAV, the Courts Service assumes, in respect of the Shares acquired, the responsibilities of the ICAV to, *inter alia*, account for tax in respect of chargeable events and file returns.

#### **Exempt Irish Resident Shareholders**

The ICAV will not be required to deduct tax in respect of the following categories of Irish Resident Shareholders, provided the ICAV has in its possession the necessary declarations from those persons (or an intermediary acting on their behalf) and the ICAV is not in possession of any information which would reasonably suggest that the information contained in the declarations is not, or is no



longer, materially correct. A Shareholder who comes within any of the categories listed below and who (directly or through an intermediary) has provided the necessary declaration to the ICAV is referred to herein as an **“Exempt Irish Resident”**:

- (a) a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the TCA, or a retirement annuity contract or a trust scheme to which Section 784 or Section 785 of the TCA, applies;
- (b) a company carrying on life business within the meaning of Section 706 of the TCA;
- (c) an investment undertaking within the meaning of Section 739B(1) of the TCA, or an investment limited partnership within the meaning of Section 739J of the TCA;
- (d) a special investment scheme within the meaning of Section 737 of the TCA;
- (e) a charity being a person referred to in Section 739D(6)(f)(i) of the TCA;
- (f) a qualifying management company within the meaning of Section 739B(1) of the TCA;
- (g) a unit trust to which Section 731(5)(a) of the TCA applies;
- (h) a person who is entitled to exemption from income tax and capital gains tax under Section 784A(2) of the TCA where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- (i) a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the TCA, and the Shares are assets of a PRSA;
- (j) a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
- (k) the National Asset Management Agency
- (l) 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 of Ireland is the sole beneficial owner or Ireland acting through the National Treasury Management Agency;
- (m) a company within the charge to corporation tax in accordance with Section 110(2) of the TCA (securitisation companies);
- (n) in certain circumstances, a company within the charge to corporation tax in respect of payments made to it by the ICAV; or
- (o) any other person who is resident or 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 ICAV or jeopardising the tax exemptions associated with the ICAV.

There is no provision for any refund of tax to Shareholders who are Exempt Irish Residents where tax has been deducted in the absence of the necessary declaration. A refund of tax may only be made to corporate Shareholders who are within the charge to Irish corporation tax.

#### **Taxation of Non-Irish Resident Shareholders**

Non-Irish Resident Shareholders who (directly or through an intermediary) have made the necessary declaration of non-residence in Ireland, where required, are not liable to Irish tax on the income or

gains arising to them from their investment in the ICAV and no tax will be deducted on distributions from the ICAV or payments by the ICAV in respect of an encashment, repurchase, redemption, cancellation or other disposal of their investment. Such Shareholders are generally not liable to Irish tax in respect of income or gains made from holding or disposing of Shares except where the Shares are attributable to an Irish branch or agency of such Shareholder.

Unless the ICAV is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide the necessary declaration of non-residence has been complied with in respect of the Shareholder and the approval has not been withdrawn, in the event that a non-resident Shareholder (or an intermediary acting on its behalf) fails to make the necessary declaration of non-residence, tax will be deducted as described above on the happening of a chargeable event and notwithstanding that the Shareholder is not resident or ordinarily resident in Ireland any such tax deducted will generally not be refundable.

Where a Non-Irish Resident company holds Shares in the ICAV which are attributable to an Irish branch or agency, it will be liable to Irish corporation tax in respect of income and capital distributions it receives from the ICAV under the self-assessment system.

### **Taxation of Irish Resident Shareholders**

#### *Deduction of Tax*

Tax will be deducted and remitted to the Revenue Commissioners by the ICAV from any distributions made by the ICAV (other than on a disposal) to an Irish Resident Shareholder who is not an Exempt Irish Resident at the rate of 41%.

Tax will also be deducted by the ICAV and remitted to the Revenue Commissioners from any gain arising on an encashment, repurchase, redemption, cancellation or other disposal of Shares by such a Shareholder at the rate of 41%. Any gain will be computed as the difference between the value of the Shareholder's investment in the ICAV at the date of the chargeable event and the original cost of the investment as calculated under special rules.

Where the Shareholder is an Irish resident company and the ICAV is in possession of a relevant declaration from the Shareholder that it is a company and which includes the company's tax reference number, tax will be deducted by the ICAV from any distributions made by the ICAV to the Shareholder and from any gains arising on an encashment, repurchase, redemption, cancellation or other disposal of shares by the Shareholder at the rate of 25%.

#### *Deemed Disposals*

Tax will also be deducted by the ICAV and remitted to the Revenue Commissioners in respect of any deemed disposal where the total value of Shares in a fund held by Irish Resident Shareholders who are not Exempt Irish Residents is 10% or more of the Net Asset Value of the Fund. A deemed disposal will occur on each and every eighth anniversary of the acquisition of Shares in the Sub-Fund by such Shareholders. The deemed gain will be calculated as the difference between the value of the Shares held by the Shareholder on the relevant eighth year anniversary or, as described below where the ICAV so elects, the value of the Shares on the later of the 30 June or 31 December prior to the date of the deemed disposal and the relevant cost of those Shares. The excess arising will be taxable at the rate of 41% (or in the case of Irish resident corporate Shareholders where a relevant declaration has been made, at the rate of 25%). Tax paid on a deemed disposal should be creditable against the tax liability on an actual disposal of those Shares.

Where the ICAV is obliged to account for tax on deemed disposals it is expected that the ICAV will elect to calculate any gain arising for Irish Resident Shareholders who are not Exempt Irish Residents by reference to the Net Asset Value of the relevant Sub-Fund on the later of the 30 June or 31

December prior to the date of the deemed disposal, in lieu of the value of the Shares on the relevant eight year anniversary.

The ICAV may elect not to account for tax arising on a deemed disposal where the total value of Shares in the relevant Sub-Fund held by Irish Resident Shareholders who are not Exempt Irish Residents is less than 10% of the Net Asset Value of the Fund. In this case, such Shareholders will be obliged to account for the tax arising on the deemed disposal under the self-assessment system themselves. The deemed gain will be calculated as the difference between the value of the Shares held by the Shareholder on the relevant eighth year anniversary and the relevant cost of those Shares. The excess arising will be regarded as an amount taxable under Case IV of Schedule D and will be subject to tax where the Shareholder is a company, at the rate of 25%, and where the Shareholder is not a company, at the rate of 41%. Tax paid on a deemed disposal should be creditable against the tax payable on an actual disposal of those Shares.

#### *Residual Irish Tax Liability*

Corporate Shareholders resident in Ireland which receive payments from which tax has been deducted will be treated as having received an annual payment chargeable to tax under Case IV of Schedule D from which tax at the rate of 25% (or 41 % if no declaration has been made) has been deducted. Subject to the comments below concerning tax on a currency gain, in general, such Shareholders will not be subject to further Irish tax on payments received in respect of their holding from which tax has been deducted. A corporate Shareholder resident in Ireland which holds the Shares in connection with a trade will be taxable on any income or gains received from the ICAV as part of that trade with a set-off against corporation tax payable for any tax deducted from those payments by the ICAV. In practice, where tax at a rate higher than 25% has been deducted from payments to a corporate Shareholder resident in Ireland, a credit of the excess tax deducted over the higher corporation tax rate of 25% should be available.

Subject to the comments below concerning tax on a currency gain, in general, non-corporate Irish Resident Shareholders will not be subject to further Irish tax on income arising on the Shares or gains made on disposal of the Shares, where the appropriate tax has been deducted by the ICAV from distributions paid to them.

Where a currency gain is made by a Shareholder on the disposal of Shares, the Shareholder will be liable to capital gains tax in respect of that gain in the year/s of assessment in which the Shares are disposed of.

Any Irish Resident Shareholder who is not an Exempt Irish Resident and who receives a distribution from which tax has not been deducted or who receives a gain on an encashment, repurchase, redemption, cancellation or other disposal from which tax has not been deducted, (for example, because the Shares are held in a recognised clearing system) will be liable to account for income tax or corporation tax as the case may be on the payment or on the amount of the gain under the self-assessment system and in particular, Part 41A of the TCA.

Pursuant to Section 891C of the TCA and the Return of Values (Investment Undertakings) Regulations 2013, the ICAV is obliged to report certain details in relation to Shares held by investors to the Revenue Commissioners on an annual basis. The details to be reported include the name, address and date of birth if on record of, and the investment number associated with and the value of the Shares held by, a Shareholder. In respect of Shares acquired on or after 1 January 2014, the details to be reported also include the tax reference number of the Shareholder (being an Irish tax reference number or VAT registration number, or in the case of an individual, the individual's PPS number) or, in the absence of a tax reference number, a marker indicating that this was not provided. These provisions do not require such details to be reported in respect of Shareholders who are:

- Exempt Irish Residents (as defined above);

- Shareholders who are neither Irish Resident nor ordinarily resident in Ireland (provided the relevant declaration has been made); or
- Shareholders whose Shares are held in a recognised clearing system,

however investors should note the section entitled “The OECD Common Reporting Standard” for information on additional investor information gathering and reporting requirements to which the ICAV is subject.

### **Overseas Dividends**

Dividends (if any) and interest which the ICAV receives with respect to investments (other than securities of Irish issuers) may be subject to taxes, including withholding taxes, in the countries in which the issuers of the investments are located. It is not known whether the ICAV will be able to benefit from reduced rates of withholding tax under the provisions of the double tax treaties which Ireland has entered into with various countries.

However, in the event that the ICAV receives any repayment of withholding tax suffered, the Net Asset Value of the relevant Sub-Fund will not be restated and the benefit of any repayment will be

allocated to the then existing Shareholders rateably at the time of such repayment.

### **Stamp Duty**

On the basis that the ICAV qualifies as an investment undertaking within the meaning of Section 739B of the TCA, generally, no stamp duty will be payable in Ireland on the issue, transfer, repurchase or redemption of Shares in the ICAV. However, where any subscription for or redemption of Shares is satisfied by an in-kind or in specie transfer of Irish securities or other Irish property, Irish stamp duty might arise on the transfer of such securities or properties.

No Irish stamp duty will be payable by the ICAV on the conveyance or transfer of stock or marketable securities of a company or other body corporate not registered in Ireland, provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property, or to any stocks or marketable securities of a company (other than a company which is an investment undertaking within the meaning of Section 739B of the TCA or a qualifying company within the meaning of Section 110 of the TCA) which is registered in Ireland.

### **Residence**

In general, investors in the ICAV will be either individuals, corporate entities or trusts. Under Irish rules, both individuals and trusts may be resident or ordinarily resident. The concept of ordinary residence does not apply to corporate entities.

#### ***Individual Investors***

##### *Test of Residence*

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

If an individual is not resident in Ireland in a particular tax year the individual may, in certain circumstances, elect to be treated as resident.

##### *Test of Ordinary Residence*

If an individual has been resident for the three previous tax years then the individual will be deemed “ordinarily resident” from the start of the fourth year. An individual will remain ordinarily resident in Ireland until the individual has been non-resident for three consecutive tax years.

### ***Trust Investors***

A trust will generally be regarded as resident in Ireland where all of the trustees are resident in Ireland. Trustees are advised to seek specific tax advice if they are in doubt as to whether the trust is resident in Ireland.

### ***Corporate Investors***

A company will be resident in Ireland if its central management and control is in Ireland or (in certain circumstances) if it is incorporated in Ireland. For Ireland to be treated as the location of a company’s central management and control this typically means Ireland is the location where all fundamental policy decisions of the company are made.

All companies incorporated in Ireland are resident in Ireland for tax purposes except where:

- (i) in the case of a company incorporated before 1 January 2015, the company or a related company carries on a trade in Ireland, and either (a) the company is ultimately controlled by persons resident in a “relevant territory”, being an EU member state (other than Ireland) or a country with which Ireland has a double taxation agreement in force by virtue of Section 826(1) of the TCA or that is signed and which will come into force once all the ratification procedures set out in Section 826(1) of the TCA have been completed, or (b) the principal class of the shares in the company or a related company is substantially and regularly traded on a recognised stock exchange in a relevant territory; or
- (ii) the company is regarded as resident in a country other than Ireland and not resident in Ireland under a double taxation agreement between Ireland and that other country.

A company incorporated in Ireland and coming within either (i) or (ii) above will not be regarded as resident in Ireland unless its central management and control is in Ireland, PROVIDED however, a company coming within (i) above which has its central management and control outside of Ireland will still be regarded as resident in Ireland if (a) it would by virtue of the law of a relevant territory be tax resident in that relevant territory if it were incorporated in that relevant territory but would not otherwise be tax resident in that relevant territory, (b) is managed and controlled in that relevant territory, and (c) would not otherwise by virtue of the law of any territory be regarded as resident in that territory for tax purposes.

The exception from the incorporation rule of tax residence at (i) above in respect of a company incorporated before 1 January 2015 will however cease to apply or be available after 31 December 2020, or, if earlier, from the date, after 31 December 2014, of a change in ownership (direct or indirect) of the company where there is a major change in the nature or conduct of the business of the company within the period beginning on the later of 1 January 2015 or the date which occurs one year before the date of the change in ownership of the company, and ending 5 years after the date of the change in ownership. For these purposes a major change in the nature or conduct of the business of the company includes the commencement by the company of a new trade or a major change arising from the acquisition by the company of property or of an interest in or right over property.

### **Disposal of Shares and Irish Capital Acquisitions Tax**

#### **(a) Persons Domiciled or Ordinarily Resident in Ireland**

The disposal of Shares by means of a gift or inheritance made by a disponent domiciled or ordinarily resident in Ireland or received by a beneficiary domiciled or ordinarily resident in

Ireland may give rise to a charge to Irish Capital Acquisitions Tax for the beneficiary of such a gift or inheritance with respect to those Shares.

**(b) Persons Not Domiciled or Ordinarily Resident in Ireland**

On the basis that the ICAV qualifies as an investment undertaking within the meaning of Section 739B of the TCA, the disposal of Shares will not be within the charge to Irish Capital Acquisitions Tax provided that;

- the Shares are comprised in the gift or inheritance at the date of the gift or inheritance and at the valuation date;
- the donor is not domiciled or ordinarily resident in Ireland at the date of the disposition; and
- the beneficiary is not domiciled or ordinarily resident in Ireland at the date of the gift or inheritance.

**AUTOMATIC EXCHANGE OF INFORMATION**

Ireland implemented the “Standard for Automatic Exchange of Financial Account Information”, also known as the Common Reporting Standard (“CRS”), into Irish law.

The CRS is a single global standard on Automatic Exchange of Information (“AEOI”) which was approved by the Council of the Organisation for Economic Cooperation and Development (“OECD”) in July 2014. It draws on earlier work of the OECD and the EU, global anti-money laundering standards and, in particular, the Model FATCA Intergovernmental Agreement. The CRS sets out details of the financial information to be exchanged, the financial institutions required to report, together with common due diligence standards to be followed by financial institutions.

Under the CRS, participating jurisdictions are required to exchange certain information held by financial institutions regarding their non-resident customers. To comply with its obligations under the CRS (or similar information sharing arrangements), the ICAV may require additional information and documentation from Shareholders (which may, in certain circumstances, include details of their Controlling Persons (i.e. natural persons exercising control over an entity) as more particularly defined under the CRS). The ICAV may disclose the information, certifications or other documentation that they receive from or in relation to Shareholders to the Revenue Commissioners who may in turn exchange this information with tax authorities in other territories.

By subscribing for Shares in the ICAV, each Shareholder is agreeing to provide such information upon request from the ICAV or its delegate. Shareholders refusing to provide the requisite information to the ICAV may be reported to the Irish tax authorities or other parties as necessary to comply with the CRS.

The above description is based in part on regulations, guidance from the OECD and the CRS, all of which are subject to change. Each prospective investor should consult its own tax advisers on the requirements applicable to it under these arrangements.

**OTHER TAX CONSIDERATIONS**

The ICAV may from time to time purchase investments that will subject the ICAV to exchange controls or withholding taxes in various jurisdictions. In the event that exchange controls or foreign withholding taxes are imposed with respect to any of the ICAV’s investments, the effect generally reduces the income received by the ICAV on its investments.

**MANAGEMENT AND ADMINISTRATION**

## **The Board of Directors**

The Board of Directors is responsible for managing the business affairs of the ICAV in accordance with the Instrument of Incorporation. The Directors may delegate certain functions to the Service Providers and other parties, subject to supervision and direction by the Directors and provided that the delegation does not prevent the ICAV from being managed in the best interests of its Shareholders.

The Directors and their principal occupations are set forth below. The address of the Directors is the registered office of the ICAV.

### **Dawn Paisley (Irish)**

Ms. Paisley is a Senior Consultant with KB Associates, a firm which provides a range of advisory and project management services to the promoters of offshore funds. Ms. Paisley has been active in the financial services industry since 2005. She has expertise in the preparation and audit of financial statements for investment funds and in the regulatory requirements applicable to the investment management industry. Prior to joining KB Associates, Ms. Paisley worked for Northern Trust where she was responsible for financial reporting on a wide range of funds. Previously, Ms. Paisley was manager in the Investment Management Group at PricewaterhouseCoopers where she specialized in the audit of investment funds. Ms. Paisley holds a Bachelor of Business Studies and German from University of Limerick, is a member of the Institute of Chartered Accountants in Ireland and is also a member of the Irish Taxation Institute. Ms. Paisley recently completed a Certificate in 'Risk in Financial Services' with the Chartered Institute for Securities and Investment.

### **Marina Jacobson**

Ms. Jacobson is Founding Managing Partner and Chief Investment Officer of Amicle Management LLC, a single family office investment management company based in Greenwich, CT. She is responsible for overseeing all aspects of the business, including asset allocation, risk, governance, structuring, legal, tax, compliance, operations, and administration. Ms. Jacobson has extensive experience in portfolio analysis, evaluation, and monitoring of external managers as well as oversight of financial and performance reporting. She has invested for the family entities in both public and private markets across the full range of asset classes since 2011, materially outperforming while managing risk resulting in assets nearly tripling. Ms. Jacobson previously worked at Bear Stearns as a Managing Director in equity research. Prior to that, Ms. Jacobson worked at Smith Barney in equity research, and Salomon Brothers in investment banking. Ms. Jacobson also worked for HBO focusing on international business development and channel launches in Eastern and Central Europe. In addition to her professional responsibilities, Ms. Jacobson provides leadership to a variety of non-profit and community organizations. She currently serves on the Board of Governors of The Lauder Institute, The University of Pennsylvania's Wharton School joint MBA/MA global business program. Ms. Jacobson currently serves on the Advisory Board of the Greenwich Boys and Girls Club, where she was a member of the Board. She has previously served in leadership roles for a variety of other community and educational institutions in Greenwich, CT. Ms. Jacobson graduated from University of California Los Angeles with a BA in Economics, magna cum laude and Phi Beta Kappa. She has an MBA from The Wharton School and an MA in International Studies from the Lauder Institute at The University of Pennsylvania.

### **Roy Finucane (Irish)**

Mr. Finucane is the principal of TaxAssist Accountants Limerick. Tax Assist Accountants are the largest network of accountants in Ireland and the UK specifically focused on the small business sector. Prior to this, Mr. Finucane was a Senior Consultant with KB Associates (2005-2009), a firm which provides a range of advisory and project management services to the promoters of investment funds. Prior to joining KB Associates, Mr. Finucane was assistant vice president with Northern Trust

where he was responsible for fund accounting and investment fund financial statement production. Previously Mr. Finucane held senior positions with SEI Investments, where he was actively involved in the development of the firm in Dublin. He has extensive experience of project managing the establishment of investment funds. Mr. Finucane is a Fellow of the Chartered Association of Certified Accountants.

### **Edward Azimi**

Edward Azimi is the Chief Operating Officer at Axiom Investors, LLC. Mr. Azimi oversees the day-to-day activities of the firm including Operations, Client Relations and Information Technology. Prior to joining Axiom, Mr. Azimi was a Managing Director at Epoch Investment Partners for over nine years where he was responsible for the firm's operations from its beginning as a publicly traded investment advisory firm through its growth to over \$50 billion in assets under management and sale to the Toronto Dominion Bank in 2013. Earlier in his career Mr. Azimi spent eight years at Cramer Rosenthal McGlynn, LLC, a value-oriented investment advisory firm. As the Director of Operations and Principal of the firm he oversaw the daily operational functions for the firm's proprietary hedge funds and private equity funds. Edward holds a BA degree in Finance from Pace University and an MBA from the Lubin School of Business.

The Secretary is KB Associates.

The Instrument of Incorporation does not stipulate a retirement age for Directors and does not provide for retirement of Directors by rotation. The Instrument of Incorporation provides that a Director may be a party to any transaction or arrangement with the ICAV or in which the ICAV is interested provided that he has disclosed to the Directors the nature and extent of any material interest which he may have. A Director may vote in respect of any proposal concerning any other Irish collective asset-management vehicle, body corporate, company, trust, partnership or other body of persons in which he is interested, directly or indirectly, whether as an officer, shareholder, employee or otherwise, provided that he is not the holder of 5% or more of the issued shares of any class of such company or of the voting rights available to members of such company. A Director may also vote in respect of any proposal concerning an offer of Shares in which he is interested as a participant in an underwriting or sub-underwriting arrangement and may also vote in respect of the giving of any security, guarantee or indemnity in respect of money lent by the Director to the ICAV or in respect of the giving of any security, guarantee or indemnity to a third party in respect of a debt obligation of the ICAV for which the Director has assumed responsibility in whole or in part. Questions arising at any meeting of the Directors shall be determined by a majority of votes of the Directors. In the case of an equality of votes, the Chairman shall have a second or casting vote.

### **The Manager**

The ICAV has appointed KBA Consulting Management Limited as its management company pursuant to the Management Agreement.

The Manager is a limited company incorporated pursuant to the laws of Ireland on 4 December 2006, having its registered office at 5 George's Dock, IFSC, Dublin 1, Ireland. The company secretary of the Manager is KB Associates of 5 George's Dock, IFSC, Dublin 1, Ireland. The Manager is authorised by the Central Bank to act as a UCITS management company. The Manager has an issued and paid up share capital of €6,750,000. The ultimate parent of the Manager is King TopCo Ltd.

Pursuant the Management Agreement, the Manager is appointed to carry out the management, distribution and administration services in respect of the ICAV.

The Manager must perform its duties under the Management Agreement in good faith and in a commercially reasonable manner using a degree of skill, care and attention reasonably expected of a professional manager and in the best interests of the Shareholders. The Manager has the discretion to



delegate all the powers, duties and discretions exercisable in respect of its obligations under the Management Agreement as the Manager and any delegate may from time to time agree. Any such appointment will be in accordance with the requirements of the Central Bank.

The Manager has delegated the administration of the ICAV's affairs, including responsibility for the preparation and maintenance of the ICAV's records and accounts and related fund accounting matters, the calculation of the Net Asset Value per Share and the provision of registration services in respect of the Funds to the Administrator.

The Manager has further delegated the investment management and distribution responsibilities in respect of the Funds to the Investment Manager.

The Management Agreement provides that the appointment of the Manager will continue in force unless and until terminated by either party on ninety days' prior written notice or otherwise in accordance with the terms of the Management Agreement. The Management Agreement contains provisions regarding the Manager's legal responsibilities. The Manager is not liable for losses, actions, proceedings, claims, damages, costs, demands and expenses caused to the ICAV unless resulting from its negligence, wilful default or fraud.

The Manager's main business is the provision of fund management services to collective investment schemes such as the ICAV. The Manager is legally and operationally independent of the Administrator, the Depository and the Investment Manager.

The Directors of the Manager are described below:

**Mike Kirby (Irish Resident)**

Mr. Kirby is the Managing Principal at KB Associates, a firm which provides a range of advisory and project management services to the promoters of offshore mutual funds. He has previously held senior positions at Bank of New York (previously RBS Trust Bank) (1995 to 2000) where he was responsible for the establishment and ongoing management of its Dublin operations. He has also held senior positions in the custody and fund administration businesses of JP Morgan in London and Daiwa Securities in Dublin. 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.

**Peadar De Barra (Irish Resident)**

Mr. De Barra is an executive director of KBA Consulting Management Limited with responsibility for operations and compliance. Prior to his appointment to KBA Consulting Management Limited he was a senior consultant within KB Associates' consulting business where he was responsible for advising investment funds on a range of risk and compliance matters. In this role he was responsible for developing risk management programmes for funds operating across a range of investment strategies. Mr. De Barra joined KB Associates in 2008. Prior to this Mr. De Barra was Vice-President at Citi Fund Services (Ireland) Ltd (formerly BISYS), where he was responsible for the Financial Administration team (2003 to 2007). Prior to this Mr. De Barra was an accountant and auditor with PricewaterhouseCoopers Dublin (1998 to 2002) and was an assistant manager at AIB/BNY Fund Management (Ireland) Ltd (2002 to 2003) with responsibilities for statutory reporting. In addition, Mr. De Barra also acts as a director to a number of investment funds, investment managers and management companies.

Mr. De Barra holds a Bachelor of Commerce (Honours) Degree from National University of Ireland Galway and is a Fellow of the Institute of Chartered Accountants in Ireland.

**John Oppermann (Irish Resident)**

Mr. Oppermann is resident in Ireland and has been involved in the Investment Funds, Asset Management and Fund Services industry for over 30 years in London and Dublin. He has extensive experience with investment funds domiciled in various locations and across a variety of asset classes and investment strategies. Mr. Oppermann is an independent, non-executive director (INED) of KBA Consulting Management Limited and is the Chair of its Independent Risk Committee. Mr. Oppermann co-founded The Fund Governance Boardroom Panel, a firm which specialises in Collective Investment Governance. He established JPO Corporate Services in 2009 to provide corporate services to entities establishing operations in Ireland and has acted as a consultant within the hedge fund industry since 2008. From 2004 to 2008 Mr. Oppermann held the position of General Manager of Olympia Capital Ireland, and senior positions at RMB International (part of the First Rand Group) and International Fund Services (IFS) from 2001 to 2004. Mr. Oppermann established Capita's Registrar operation in Ireland after they purchased the share registration business of PwC and was Country Manager from 1998 to 2001. From 1995 to 1998 Mr. Oppermann was a member of the senior management team at Mellon Fund Administration (Ireland). Prior to that Mr. Oppermann held a number of senior financial and operational positions in the investment management, pensions and financial services divisions with The Prudential Corporation in London from 1987 to 1995. Mr. Oppermann is a non-executive director for a number of Companies and Funds. Mr. Oppermann is one of the founding members of the Irish Fund Directors Association and has served on council from 2015 – 2018.

Mr. Oppermann is a Fellow of the Chartered Association of Certified Accountants, holds an MBA from the Michael Smurfit Graduate School of Business and has received the accreditation of Certified Investment Fund Director from the Institute of Banking School of Professional Finance.

**Samantha McConnell (Irish Resident)**

Ms. McConnell has over 20 years' experience in the financial and pensions industry covering administration, investment services, change and integration management as well as expert in devising solutions to complex issues. Ms. McConnell is an independent, non-executive director (INED) of KBA Consulting Management Limited and is the Chair of its Independent Investment Committee. The function of the Investment Committee is the formulation, approval and oversight of the implementation of each fund's investment objectives and policies by the relevant investment manager.

The Investment Committee also evaluates the market overview, each Fund's performance and any changes of investment objective of a Fund. Ms. McConnell is also an INED and interim Chair for another significant fund management company as well as INED on a number of fund boards. Ms. McConnell is a director for Willis HC&B as well as non-executive director for CFA Ireland. Ms. McConnell holds a first class honours degree in commerce from University College Dublin and graduated first in Ireland in the ACCA exams. Ms. McConnell is a CFA Charterholder, a holder of the Institute of Directors Diploma in Company Direction and was awarded the Graduate of Merit award from the Institute of Directors.

**Frank Connolly (Irish resident)**

Mr. Connolly has been active in the mutual and hedge funds industry since 1997. He has particular expertise in the preparation and audit of financial statements for investment funds and in the regulatory and GAAP requirements applicable to the investment management industry. Mr. Connolly also has expertise in the development of compliance programs for both AIFMD and UCITS funds as well as advising asset managers on the establishment and ongoing operation of both UCITS and non-UCITS funds. Mr. Connolly is an executive director of KB Associates' AIFMD and UCITS authorised management company, KBA Consulting Management Limited.

Prior to joining KB Associates, Mr. Connolly was Senior Manager in the Investment Management Group at PricewaterhouseCoopers Dublin where he specialised in the audit of UCITS funds.

Previously he had been with PricewaterhouseCoopers in the Cayman Islands where his responsibilities included the provision of audit services to a wide range of alternative asset managers.

Mr. Connolly holds a Bachelor of Commerce Degree (Hons) from University College Dublin and is a Fellow of the Institute of Chartered Accountants in Ireland.

### **The Investment Manager**

The Manager has appointed Axiom Investors LLC as the Investment Manager of the ICAV which is also promoting the ICAV. Axiom Investors LLC, a limited liability company formed in Delaware USA is a wholly owned subsidiary of Axiom Investors, LP, a limited partnership formed in Delaware USA. Axiom Investors LLC was formed on 1 September 1998 as an independent investment advisor specializing in managing international equity portfolios by Andrew Jacobson and his team of research analysts. The firm currently has USD 13.5 billion in assets under management.

The Investment Management Agreement provides that the Investment Manager shall be responsible for the investment and reinvestment of the Sub-Funds' assets and for the distribution of the Shares. The Investment Management Agreement shall continue in force until terminated immediately at any time by the Manager or by the Investment Manager on not less than 90 days' notice in writing.

Notwithstanding the foregoing, either party may at any time terminate the Investment Management Agreement: (a) in the event that any of the parties shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing) or be unable to pay its debts or commit any act of bankruptcy under the laws of Ireland or if a receiver is appointed over any of the assets of such other party or if some event having an equivalent effect occurs; (b) if the Investment Manager ceases to be permitted to perform its duties under any applicable laws; (c) any party shall commit any material breach of the Investment Management Agreement and shall not have remedied such breach (if capable of remedy) within 30 days of notice requiring the same to be remedied; or (d) an examiner, administrator or similar person is appointed to either party.

In the absence of wilful default, fraud, bad faith, negligence or reckless disregard on the part of the Investment Manager, the Investment Manager shall not be liable to the Manager, the ICAV, the Sub-Funds or any Shareholder for any of its acts or omissions in the course of, or connected in any way with, rendering the services provided for in the Investment Management Agreement or for any losses which may be sustained in the purchase, holding or sale of any of the investments of the Sub-Funds and the Investment Manager shall not be liable for indirect, special or consequential damages of any nature. The ICAV shall indemnify and hold harmless the Investment Manager its affiliates and their employees, directors, owners (direct and indirect) and agents of the Investment Manager and its affiliates against all actions, proceedings and claims and against all costs, demands, loss and expenses (including legal and professional expenses and settlement costs) arising which may be brought against, suffered or incurred by the Investment Manager by reason of its performance of its duties under the terms of the Investment Management Agreement (otherwise than due to the wilful default, fraud, bad faith, negligence or reckless disregard in the performance by the Investment Manager or its agents of its obligations or functions under the Investment Management Agreement).

The Investment Manager may, with the prior approval of the Manager, delegate its investment management and/or distribution functions to one or more investment advisers, sub-investment managers, sub-distributors or other delegates duly appointed by the Investment Manager provided that such delegation is made in accordance with the requirements of the Central Bank Regulations. Information on any delegates will be provided to Shareholders on request and details of the investment adviser will be disclosed in the annual report and the half-yearly accounts. The fees of any such investment advisers shall be discharged by the Investment Manager.

### **The Administrator**

The Manager has appointed Northern Trust International Fund Administration Services (Ireland) Limited to act as the administrator of the ICAV with responsibility for performing the day-to-day administration of the ICAV, including the calculation of the Net Asset Value and the Net Asset Value per Share. The Administrator is wholly owned by the Northern Trust Corporation. The Administrator is a private limited liability company incorporated in Ireland on 15 June 1990. Its main activity is the provision of administrative services to collective investment schemes.

The Administration Agreement shall continue in full force and effect until terminated by either the Manager or the Administrator giving not less than 90 days' notice in writing to the other, provided that the ICAV or the Administrator may at any time immediately terminate the Administration Agreement: (a) in the event of the winding up of or the appointment of an administrator, examiner or receiver to the other or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; or (b) if any party shall commit any material breach of the provisions of the Administration Agreement and shall if capable of remedy not have remedied the same within thirty days after the service of notice requiring it to be remedied; or (c) if the continued performance of the Administration Agreement for any reason ceases to be lawful. Any party may immediately terminate the Administration Agreement upon notice if fraud is proven against the Manager, the ICAV or the Investment Manager. The Administration Agreement will terminate automatically upon revocation by the Central Bank of the ICAV's authorisation pursuant to the UCITS Regulations. The Administration Agreement contains detailed provisions as to the services to be provided by the Administrator to the Manager, in respect of the ICAV, pursuant to the Administration Agreement and provides that the Administrator shall exercise the level of care and diligence in the performance of these services expected of a professional administrator of collective investment schemes available for hire. The Administrator will not be liable to the Manager or the ICAV or any other person for any loss, damages, liabilities and all reasonable proper costs and expenses whatsoever and howsoever incurred by any of them as a result of the performance or non-performance by the Administrator of its obligations and duties under the Administration Agreement save where such loss, damages, liabilities and all reasonable proper costs and expenses are the direct result of the Administrator's fraud, wilful default or negligence. To the fullest extent permitted by applicable law and notwithstanding any other provision of the Administration Agreement, the Administrator excludes all liability arising out of or in connection with the Administration Agreement for indirect, prospective, speculative, exemplary, special, consequential or punitive damages or losses of any kind whatsoever.

The ICAV shall indemnify the Administrator, its officers, employees, agents, sub-contractors and representatives against, and hold them harmless from, any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses of any kind whatsoever that may be imposed on, incurred by or asserted against any of the Administrator, its officers, employees, agents, sub-contractors and representatives in connection with or arising out of: (a) the Administrator's performance in accordance with the terms of the Administration Agreement, provided the Administrator, its officers, employees, agents, sub-contractors and representatives have not acted with negligence or engaged in fraud or acted with wilful default in connection with the liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses in question; (b) the Administrator's reliance on information provided to the Administrator by or on behalf of the Manager or any asset pricing or market data providers; (c) any action or omission taken by the Administrator in accordance with any proper instruction or other directions upon which the Administrator is authorised to rely under the terms of the Administration Agreement; (d) the actions or omissions of any broker, dealer, bank, depository or other person engaged by the Manager or the ICAV; or (e) any claim arising out of the investment activities of the Manager, on behalf of the ICAV.

### **The Depository**

The ICAV has appointed Northern Trust Fiduciary Services (Ireland) Limited to act as depository of all of the ICAV's assets. The Depository is authorised by the Central Bank to provide custody and

trustee services to collective investment schemes. Its services include safe keeping and registration, clearance and settlement, income collection, corporate actions and trustee services.

The Depositary is a private limited liability company incorporated in Ireland on 5 July 1990. The Depositary is wholly owned by Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. As at 22 January 2020, the Northern Trust Group's assets under custody totalled in excess of USD 12 trillion.

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

Under the terms of the Depositary Agreement, the Depositary may delegate its safekeeping obligations provided that: (i) the services are not delegated with the intention of avoiding the requirements of the UCITS Regulations; (ii) the Depositary can demonstrate that there is an objective reason for the delegation; and (iii) the Depositary has exercised all due, skill, care and diligence in the selection and appointment of any third party to whom it wants to delegate parts of the Services, and keeps exercising all due skill, care and diligence in the periodic review and ongoing monitoring of any third party to whom it has delegated parts of its safekeeping services and of the arrangements of the third party in respect of the matters delegated to it. The liability of the Depositary will not be affected by virtue of any such delegation. The Depositary has delegated to its global sub-custodian, The Northern Trust Company, London branch, responsibility for the safekeeping of the ICAV's financial instruments and cash. The global sub-custodian proposes to further delegate these responsibilities to sub-delegates, the identities of which are set forth in Schedule 4 to this Prospectus.

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

Up-to-date information regarding the duties of the Depositary, any conflicts of interest that may arise and the Depositary's delegation arrangements will be made available to investors from the Depositary on request.

### **The Paying Agents**

It is intended that the Manager will appoint various paying agents in connection with the public distribution of its Shares in certain jurisdictions. Local regulations in EEA countries and the UK may require the appointment of paying agents and the maintenance of accounts by such agents through which subscriptions and redemption monies may be paid. Investors who choose or are obliged under local regulations to pay/receive subscription/redemption monies via an intermediary entity rather than directly to the Depositary (e.g., a sub-distributor or agent in the local jurisdiction) bear a credit risk against that intermediate entity with respect to (i) subscription monies prior to the transmission of

such monies to the Depository for the account of the ICAV; and (ii) redemption monies payable by such intermediate entity to the relevant redeeming Shareholder.

## **GENERAL**

### **Conflicts of Interest**

The ICAV has policies designed to ensure that in all transactions, a reasonable effort is made to avoid conflicts of interest and, when they cannot be avoided, that the Sub-Funds and their Shareholders are fairly treated.

The Directors, the Manager, the Investment Manager, the Depository and the Administrator may from time to time act as investment manager, investment advisor, depository, administrator, company secretary, dealer or distributor in relation to, or be otherwise involved in, other funds established by parties other than the ICAV which have similar investment objectives to those of the ICAV and any Sub-Fund. The Investment Manager and its affiliates shall not be under any obligation to offer investment opportunities of which any of them becomes aware to the ICAV or to account to the ICAV in respect of (or share with the ICAV or inform the ICAV of) any such transaction or any benefit received by any of them from any such transaction, but will allocate any such opportunities on an equitable basis between the ICAV and other clients, taking into consideration the investment objectives, investment limitations, capital available for investment and diversification posture of the ICAV and other clients. The Investment Manager and its affiliates may hold Shares in any Sub-Fund. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the ICAV and a Sub-Fund. Each will, at all times, have regard in such event to its obligations to the ICAV and the Sub-Fund and will ensure that such conflicts are resolved fairly.

Any transaction between the Manager and a Connected Person shall be conducted at arm's length and shall be in the best interests of Shareholders.

The Manager may enter into a transaction with a Connected Person if at least one of the conditions in the following paragraphs (a), (b) or (c) is complied with : (a) the value of the transaction is certified by either (i) a person who has been approved by the Depository as being independent and competent or (ii) a person who has been approved by the Manager as being independent and competent in the case of transactions involving the Depository; (b) the transaction is executed on best terms on an organised investment exchange in accordance with the rules of the relevant exchange; or (c) the transaction is executed on terms which the Depository is or, in the case of a transaction involving the Depository, the Manager is, satisfied conform to the requirement that transactions with Connected Person shall be conducted at arm's length and shall be in the best interests of Shareholders. The Depository or, in the case of a transaction involving the Depository, the Manager, shall document how it complied with the requirements of (a), (b) or (c) above. Where transactions are conducted in accordance with (c) above, the Depository or, in the case of a transaction involving the Depository, the Manager, shall document its or their rationale for being satisfied that the transaction conformed to the requirement that transactions with Connected Persons shall be conducted at arm's length and shall be in the best interest of Shareholders.

Conflicts of interest may arise as a result of transactions in FDI and efficient portfolio management techniques and instruments. For example, the counterparties to, or agents, intermediaries or other entities which provide services in respect of, such transactions may be related to the Depository. As a result, those entities may generate profits, fees or other income or avoid losses through such transactions. Furthermore, conflicts of interests may also arise where the collateral provided by such entities is subject to a valuation or haircut applied by a related party.

The Investment Manager and its affiliates may invest, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the ICAV. Neither the Investment Manager nor any of its affiliates is under any obligation to offer

investment opportunities of which any of them becomes aware to the ICAV or to account to the ICAV in respect of or share with the ICAV or inform the ICAV of any such transaction or any benefit received by any of them from any such transaction, but will allocate any such opportunities on an equitable basis between the ICAV and other clients.

The Investment Manager may be responsible for valuing certain securities held by the Sub-Funds. The Investment Manager is paid a fee which is a percentage of the Net Asset Value of each Class. Consequently, a conflict of interest could arise between its interests and those of the Sub-Funds. In the event of such a conflict of interest, the Investment Manager shall have regard to its obligations to the ICAV and the Sub-Fund and will ensure that such a conflict is resolved fairly and in the best interests of the Shareholders.

### **Best Execution**

The Manager has adopted a policy designed to ensure that its Service Providers act in the Sub-Funds' best interests when executing decisions to deal and placing orders to deal on behalf of those Sub-Funds in the context of managing the Sub-Funds' portfolios. For these purposes, all reasonable steps must be taken to obtain the best possible result for the Sub-Funds, taking into account price, costs, speed, likelihood of execution and settlement, order size and nature or any other consideration relevant to the execution of the order. Information about the ICAV's best execution policy and any material changes to the policy are available to Shareholders at no charge upon request to the Investment Manager.

### **Voting Policy**

The Manager has developed a strategy for determining when and how voting rights are exercised. Details of the actions taken on the basis of those strategies are available to Shareholders at no charge upon request to the Investment Manager.

### **Soft Commissions**

The Investment Manager may direct transactions to brokers in return for research services (such as written research reports on companies, sectors, or economies or the subscription of on-line data bases that provide real time, historical pricing information and meetings with portfolio company representatives). In such circumstances, the Investment Manager may enter into soft commission agreements or similar arrangements with such brokers. Under such arrangements, the Investment Manager must ensure that the broker or counterparty to the arrangement has agreed to provide best execution to the Sub-Funds. The benefit provided must assist the Investment Manager in its provision of investment services to the Sub-Funds.

### **Complaints**

Information regarding the Manager's complaint procedures is available to Shareholders free of charge upon request to the Investment Manager. Shareholders may file any complaints about the ICAV or a Sub-Fund free of charge at the registered office of the ICAV.

### **The Share Capital**

The share capital of the ICAV shall at all times equal the Net Asset Value of the ICAV. The Directors are empowered to issue up to five hundred billion Shares of no par value in the ICAV at the Net Asset Value per Share on such terms as they may think fit. There are no rights of pre-emption upon the issue of Shares in the ICAV.

As of the date of this document the ICAV has issued Subscriber Shares to the value of €300,002. The Subscriber Shares entitle the Shareholders holding them to attend and vote at all meetings of the

ICAV, but do not entitle the holders to participate in the dividends or net assets of any Sub-Fund or of the ICAV. The ICAV reserves the right to redeem some or all of the Subscriber Shares provided that the ICAV at all times has a minimum issued share capital to the value of €300,000.

Each of the Shares entitles the Shareholder to participate equally on a *pro rata* basis in the dividends and net assets of a Sub-Fund attributable to the relevant Class in respect of which they are issued, save in the case of dividends declared prior to becoming a Shareholder. The Subscriber Shares' entitlement is limited to the amount subscribed and accrued interest thereon.

The proceeds from the issue of Shares shall be applied in the books of the ICAV to the relevant Sub-Fund and shall be used in the acquisition on behalf of the relevant Sub-Fund of assets in which the Sub-Fund may invest. The records and accounts of each Sub-Fund shall be maintained separately.

The Directors reserve the right to redesignate any Class of Shares from time to time, provided that shareholders in that Class shall first have been notified by the ICAV that the Shares will be redesignated and shall have been given the opportunity to have their Shares redeemed by the ICAV, except that this requirement shall not apply where the Directors redesignate Shares in issue in order to facilitate the creation of an additional Class of Shares.

The Relevant Supplement specifies whether a Class of Shares has voting rights. Certain Shares entitle the holder to attend and vote at meetings of the ICAV and of the Sub-Fund represented by those Shares. No Class of Shares confers on the holder thereof any preferential or pre-emptive rights or any rights to participate in the profits and dividends of any other Class of Shares or any voting rights in relation to matters relating solely to any other Class of Shares.

Any resolution to alter the Class rights of the Shares requires the approval of three quarters of the holders of the Shares represented or present and voting at a general meeting duly convened in accordance with the Instrument of Incorporation.

The Instrument of Incorporation of the ICAV empowers the Directors to issue fractional Shares in the ICAV. Fractional Shares may be issued and shall not carry any voting rights at general meetings of the ICAV or of any Sub-Fund or Class and the Net Asset Value of any fractional Share shall be the Net Asset Value per Share adjusted in proportion to the fraction.

### **The Sub-Funds and Segregation of Liability**

The ICAV is an umbrella fund with segregated liability between sub-funds and each Sub-Fund may comprise one or more Classes of Shares in the ICAV.

The assets and liabilities of each Sub-Fund will be allocated in the following manner:

1. the proceeds from the issue of Shares representing a Sub-Fund shall be applied in the books of the ICAV to the Sub-Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Sub-Fund subject to the provisions of the Instrument of Incorporation;
2. where any asset is derived from another asset, such derivative asset shall be applied in the books of the ICAV to the same Sub-Fund as the assets from which it was derived and in each valuation of an asset, the increase or diminution in value shall be applied to the relevant Sub-Fund;
3. where the ICAV incurs a liability which relates to any asset of a particular Sub-Fund or to any action taken in connection with an asset of a particular Sub-Fund, such a liability shall be allocated to the relevant Sub-Fund, as the case may be; and



4. where an asset or a liability of the ICAV cannot be considered as being attributable to a particular Sub-Fund, such asset or liability, subject to the approval of the Depositary, shall be allocated to all the Sub-Funds *pro rata* to the Net Asset Value of each Sub-Fund.

Any liability incurred on behalf of or attributable to any Sub-Fund shall be discharged solely out of the assets of that Sub-Fund, and neither the Manager, the ICAV nor any Director, receiver, examiner, liquidator, provisional liquidator, or other person shall apply, nor be obliged to apply, the assets of any such Sub-Fund in satisfaction of any liability incurred on behalf of, or attributable to, any other Sub-Fund.

There shall be implied in every contract, agreement, arrangement, or transaction entered into by the ICAV the following terms, that:

1. the party or parties contracting with the ICAV shall not seek, whether in any proceedings or by any other means whatsoever or wheresoever, to have recourse to any assets of any Sub-Fund in the discharge of all or any part of a liability that was not incurred on behalf of that Sub-Fund;
2. if any party contracting with the ICAV shall succeed by any means whatsoever or wheresoever in having recourse to any assets of any Sub-Fund in the discharge of all or any part of a liability which was not incurred on behalf of that Sub-Fund, that party shall be liable to the ICAV to pay a sum equal to the value of the benefit thereby obtained by it; and
3. if any party contracting with the ICAV shall succeed in seizing or attaching by any means, or otherwise levying execution against, the assets of a Sub-Fund in respect of a liability which was not incurred on behalf of that Sub-Fund, that party shall hold those assets or the direct or indirect proceeds of the sale of such assets on trust for the ICAV and shall keep those assets or proceeds separate and identifiable as such trust property.

All sums recoverable by the ICAV shall be credited against any concurrent liability pursuant to the implied terms set out in 1 to 3 above.

Any asset or sum recovered by the ICAV shall, after the deduction or payment of any costs of recovery, be applied so as to compensate the relevant Sub-Fund.

In the event that assets attributable to a Sub-Fund are taken in execution of a liability not attributable to that Sub-Fund, and in so far as such assets or compensation in respect thereof cannot otherwise be restored to the Sub-Fund affected, the Directors, with the consent of the Depositary, shall certify or cause to be certified, the value of the assets lost to the Sub-Fund affected and transfer or pay from the assets of the Sub-Fund or Sub-Funds to which the liability was attributable, in priority to all other claims against such Sub-Fund or Sub-Funds, assets or sums sufficient to restore to the Sub-Fund affected, the value of the assets or sums lost to it.

A Sub-Fund is not a legal person separate from the ICAV but the ICAV may sue and be sued in respect of a particular Sub-Fund and may exercise the same rights of set-off, if any, as between its Sub-Funds as apply at law in respect of Irish collective asset-management vehicles and the property of a Sub-Fund is subject to orders of the court as it would have been if the Sub-Fund were a separate legal person.

Separate records shall be maintained in respect of each Sub-Fund.

### **Minimum Viable Size**

Each Sub-Fund must achieve a Net Asset Value of at least €1 million or such other amount as may be determined by the Directors and notify to Shareholders in the Sub-Fund from time to time (the

“Minimum Viable Size”) within 12 months of its launch. In the event that a Sub-Fund does not reach the Minimum Viable Size within such period, the ICAV shall redeem any Shares in issue in the Sub-Fund and return the redemption proceeds to Shareholders.

## **Termination**

All of the Shares in the ICAV or all of the Shares in a Sub-Fund or Class may be redeemed by the ICAV, following consultation with the Manager, in the following circumstances:

1. a majority of votes cast at a general meeting of the ICAV or the relevant Sub-Fund or Class, as appropriate, approve the redemption of the Shares;
2. if so determined by the Directors, provided that not less than 21 days’ written notice has been given to the holders of the Shares of the ICAV or the Sub-Fund or the Class, as appropriate, that all of the Shares of the ICAV, the Sub-Fund or the Class, as the case may be, shall be redeemed by the ICAV; or
3. if no replacement depository shall have been appointed during the period of 90 days commencing on the date the Depository or any replacement thereof shall have notified the ICAV of its desire to retire as depository or shall have ceased to be approved by the Central Bank.

Where a redemption of Shares would result in the number of Shareholders falling below two or such other minimum number stipulated by statute or where a redemption of Shares would result in the issued share capital of the ICAV falling below such minimum amount as the ICAV may be obliged to maintain pursuant to applicable law, the ICAV may defer the redemption of the minimum number of Shares sufficient to ensure compliance with applicable law. The redemption of such Shares will be deferred until the ICAV is wound up or until the ICAV procures the issue of sufficient Shares to ensure that the redemption can be effected. The ICAV shall be entitled to select the Shares for deferred redemption in such manner as it may deem to be fair and reasonable and as may be approved by the Depository.

On a winding-up or if all of the Shares in any Sub-Fund are to be redeemed, the assets available for distribution (after satisfaction of creditors’ claims) shall be distributed *pro rata* to the holders of the Shares in proportion to the number of the Shares held in that Sub-Fund. The balance of any assets of the ICAV then remaining that are not attributable to any particular Sub-Fund shall be apportioned among the Sub-Funds *pro rata* to the Net Asset Value of each Sub-Fund immediately prior to any distribution to Shareholders and shall be distributed among the Shareholders of each Sub-Fund *pro rata* to the number of Shares in that Sub-Fund held by them. With the authority of an ordinary resolution of the Shareholders or with the consent of any Shareholder, the ICAV may make distributions *in specie* to Shareholders or to any individual Shareholder who so consents. At the request of any Shareholder the ICAV shall arrange the sale of such assets at the expense of such Shareholder and without any liability on the part of the ICAV, the Manager, the Administrator or the Investment Manager if the proceeds of sale of any asset are less than the value of the assets at the time at which it was distributed *in specie*. The transaction costs incurred in the disposal of such investments shall be borne by the Shareholder.

## **Meetings**

### *General Meetings*

All general meetings of the ICAV or of a Sub-Fund shall be held in Ireland. The quorum for general meetings shall be two persons present in person or by proxy. Fourteen days’ notice (excluding the day of posting and the day of the meeting) shall be given in respect of each general meeting of the ICAV. The notice shall specify the venue and time of the meeting and the business to be transacted at the

meeting. A proxy may attend on behalf of any Shareholder. An ordinary resolution is a resolution passed by a plurality of votes cast and a special resolution is a resolution passed by a majority of 75% or more of the votes cast. The Instrument of Incorporation provides that matters may be determined by a meeting of Shareholders on a show of hands (with each Shareholder having one vote) unless a poll is requested by five Shareholders or by Shareholders holding 10% or more of the Shares or unless the Chairman of the meeting requests a poll. Each Share (including the Subscriber Shares) gives the holder one vote in relation to any matters relating to the ICAV, which are submitted to Shareholders for a vote by poll.

#### *Notice of Election to Dispense with Annual General Meetings*

The Directors have elected, pursuant to section 89(4) of the ICAV Act, to dispense with the holding of annual general meetings of the ICAV. This election is effective for 2016 and subsequent years. However, pursuant to section 89(6) of the ICAV Act: (i) one or more Shareholders of the ICAV holding, or together holding, not less than 10% of the voting rights in the ICAV; or (ii) the auditor of the ICAV, may require the ICAV to hold an annual general meeting in any year by giving notice in writing to the ICAV in the previous year or at least one month before the end of that year.

#### **Reports**

In each year, the Directors shall cause to be prepared an annual report and audited annual accounts for the ICAV. These will be sent to Shareholders (by post or, where a Shareholder so elects, by electronic mail or other form of electronic communication, including by posting them on the website of the ICAV) to Shareholders within four months of the end of the financial year and at least 21 days before the annual general meeting. In addition, the ICAV shall prepare and circulate to Shareholders within two months of the end of the relevant period a half-yearly report, which shall include unaudited half-yearly accounts for the ICAV.

Annual accounts shall be made up to 31 December in each year. Unaudited half-yearly accounts shall be made up to 30 June in each year. Annual accounts and unaudited half-yearly accounts shall be sent to Shareholders (by post or, where a Shareholder so consents, by electronic mail or other form of electronic communication, including by posting them on a website). The Instrument of Incorporation provides that consent to receipt of the annual accounts and unaudited half-yearly accounts by electronic mail or other form of electronic communication, including by posting them on a website shall be deemed to have been given by a Shareholder subscribing for or holding Shares. A Shareholder has the ability to revoke this deemed consent at any time by giving 30 days' prior written notice to the ICAV of the fact that the Shareholder does not want to receive the annual accounts and unaudited half-yearly accounts via electronic means. Shareholders have the right to request a hard copy of the annual accounts and unaudited half-yearly accounts from the ICAV at any time free of charge and these will also be made available for inspection at the registered office of the ICAV.

#### **Material Contracts**

The following contracts, details of which are set out in the section entitled "Management and Administration", have been entered into and are, or may be, material:

1. the Management Agreement, pursuant to which the Manager was appointed as manager in relation to the ICAV;
2. the Investment Management Agreement, pursuant to which the Investment Manager acts as investment manager and distributor of the Shares;
3. the Depository Agreement, pursuant to which the Depository acts as depository of the ICAV;  
and

4. the Administration Agreement, pursuant to which the Administrator acts as administrator of the ICAV.

### **Supply and Inspection of Documents**

The following documents are available for inspection free of charge during normal business hours on Business Days (Saturdays, Sundays and public holidays excepted) at the registered office of the ICAV:

1. the certificate of registration and Instrument of Incorporation;
2. the material contracts referred to above; and
3. the UCITS Regulations and the Central Bank Regulations.

Copies of the Instrument of Incorporation and the latest financial reports of the ICAV may be obtained, free of charge, upon request at the registered office of the ICAV.

## SCHEDULE 1

### The Regulated Markets

With the exception of permitted investments in unlisted securities and off-exchange derivative instruments, investments will be restricted to the following stock exchanges and markets. The Regulated Markets shall comprise:

- (a) any stock exchange in the European Union and the European Economic Area (with the exception of Liechtenstein), the UK, any stock exchange in Australia, Canada, Japan, New Zealand, the U.S. or Switzerland which is a stock exchange within the meaning of the law of the country concerned relating to stock exchanges, the market conducted by “listed money market institutions” as described in the Financial Conduct Authority publications entitled “The Regulation of the wholesale cash and over the counter derivatives markets”: “The Grey Paper” as amended or revised from time to time, AIM - the Alternative Investment Market in the U.K. regulated and operated by the London Stock Exchange, the market organised by the International Securities Markets Association, NASDAQ in the U.S., the market in U.S. government securities which is conducted by primary dealers regulated by the Federal Reserve Bank of New York, the over-the-counter market in the U.S. conducted by primary and second dealers regulated by the Securities and Exchange Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation), the French market for “Titres de Créance Négociable” (over-the-counter market in negotiable debt instruments); the market in Irish Government Bonds conducted by primary dealers recognised by the National Treasury Management Agency of Ireland, the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan and the over-the-counter market in Canadian Government Bonds regulated by the Investment Dealers Association of Canada;
- (b) and the following stock exchanges and markets: Argentina: the Buenos Aires Stock Exchange (MVBA), Cordoba Stock Exchange, Mendoza Stock Exchange, Rosario Stock Exchange, La Plata Stock Exchange, Bahrain: the Bahrain Bourse, Bangladesh: the Chittagong Stock Exchange, the Dhaka Stock Exchange, Botswana: the Botswana Stock Exchange, Brazil: BM&F Bovespa Exchange, Chile: the Santiago Stock Exchange, the Valparaiso Stock Exchange, China: the Hong Kong Stock Exchange, the Shenzhen Stock Exchange (SZSE), the Shanghai Stock Exchange (SSE), Colombia: the Colombian Securities Exchange, the Medellin Stock Exchange, Croatia Zagreb Stock Exchange, Egypt: the Egyptian Exchange, Ghana: the Ghana Stock Exchange, India: BSE Limited, the Calcutta Stock Exchange, the National Stock Exchange of India, Indonesia: the Indonesian Stock Exchange, Israel: the Tel Aviv Stock Exchange, Jordan: the Amman Stock Exchange, Kazakhstan: the Kazakhstan Stock Exchange, Kenya: the Nairobi Securities Exchange, Kuwait: the Kuwait Stock Exchange, Lebanon: the Beirut Stock Exchange, Malaysia: the Bursa Malaysia, Mauritius: the Stock Exchange of Mauritius, Mexico: the Bolsa Mexicana de Valores, Morocco: the Casablanca Stock Exchange, Namibia: the Namibian Stock Exchange, Nigeria: the Nigerian Stock Exchange, Oman: the Muscat Securities Market, Pakistan: the Karachi Stock Exchange, the Lahore Stock Exchange, Palestine: the Palestine Stock Exchange, Peru: the Lima Stock Exchange, The Philippines: the Philippine Stock Exchange, Qatar: the Qatar Stock

Exchange, Romania: the Bucharest Stock Exchange, Russia: the Moscow Exchange (solely in relation to equity securities that are traded on level 1), Saudi Arabia: the Saudi Stock Exchange (Tadawul), Serbia: the Belgrade Stock Exchange (BELEX), Singapore: the Singapore Exchange, South Africa: the Johannesburg Stock Exchange, South Korea: the Korea Exchange, the KOSDAQ, Sri Lanka: the Colombo Stock Exchange, Taiwan: the Taiwan Stock Exchange, the Taipei Exchange, Thailand: the Stock Exchange of Thailand, Turkey: the Borsa Istanbul, Uganda: the Uganda Securities Exchange, Ukraine: Ukrainian Exchange, United Arab Emirates: Dubai Financial Market, Uruguay: Montevideo Stock Exchange, Venezuela: the Caracas Stock Exchange, Zambia: the Lusaka Stock Exchange, Zimbabwe: the Zimbabwe Stock Exchange.

- (c) The investments of any Sub-Fund may comprise in whole or in part financial derivative instruments dealt in on the market organised by the International Capital Markets Association; the over-the-counter market in the U.S. conducted by primary and secondary dealers regulated by the Securities and Exchange Commission and by the Financial Industry Regulatory Authority (FINRA) and by banking institutions regulated by the U.S. Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation; the market conducted by listed money market institutions as described in the Financial Services Authority publication entitled “The Regulation of the Wholesale Cash and OTC Derivatives Markets”: “The Grey Paper” (as amended or revised from time to time); the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan; AIM - the Alternative Investment Market in the U.K., regulated by the London Stock Exchange; the French Market for Titres de Créance Négociable (over-the-counter market in negotiable debt instruments); the over-the-counter market in Canadian government bonds regulated by the Investment Dealers Association of Canada; the American Stock Exchange, Australian Stock Exchange, Bolsa Mexicana de Valores, Chicago Board of Trade, Chicago Board Options Exchange, Chicago Mercantile Exchange, Copenhagen Stock Exchange (including FUTOP), Eurex Deutschland, Euronext Amsterdam, OMX Exchange Helsinki, Hong Kong Stock Exchange, Kansas City Board of Trade, Financial Futures and Options Exchange, Euronext Paris, MEFF Rent Fiji, MEFF Renta Variable, Montreal Stock Exchange, New York Futures Exchange, New York Mercantile Exchange, New York Stock Exchange, New Zealand Futures and Options Exchange, EDX London, OM Stockholm AB, Osaka Securities Exchange, Pacific Stock Exchange, Philadelphia Board of Trade, Philadelphia Stock Exchange, Singapore Stock Exchange, South Africa Futures Exchange (SAFEX), Sydney Futures Exchange, The National Association of Securities Dealers Automated Quotations System (NASDAQ); Tokyo Stock Exchange; Toronto Stock Exchange. The ICAV may invest in over-the-counter financial derivative instruments and foreign exchange contracts which are listed or traded on derivative markets in the European Economic Area and the UK.

These markets and exchanges are listed in accordance with the regulatory criteria as defined in the Central Bank Regulations, which does not issue a list of approved markets and exchanges.

## SCHEDULE 2

### Investment Restrictions applicable to the Sub-Funds

<b>1</b>	<b>Permitted Investments</b>
	Investments of a Sub-Fund are confined to:
<b>1.1</b>	Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
<b>1.2</b>	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
<b>1.3</b>	Money market instruments other than those dealt on a Regulated Market.
<b>1.4</b>	Units of UCITS.
<b>1.5</b>	Units of alternative investment funds (“AIFs”).
<b>1.6</b>	Deposits with credit institutions.
<b>1.7</b>	Financial derivative instruments.
<b>2</b>	<b>Investment Restrictions</b>
<b>2.1</b>	A Sub-Fund may invest no more than 10 per cent. of Net Asset Value in transferable securities and money market instruments other than those referred to in paragraph 1.
<b>2.2</b>	<p><u>Recently Issued Transferable Securities</u></p> <p>(1) Subject to paragraph (2), a Sub-Fund shall not invest any more than 10 per cent. of its assets in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations apply.</p> <p>(2) Paragraph (1) does not apply to an investment by a Sub-Fund in U.S. securities known as Rule 144A securities, provided that:</p> <p>(a) the relevant securities have been issued with an undertaking to register the securities with the SEC within one year of issue; and</p> <p>(b) the securities are not illiquid securities i.e., they may be realised by the Sub-Fund within seven days at the price, or approximately at the price, at which they are valued by the Fund.</p>
<b>2.3</b>	A Sub-Fund may invest no more than 10 per cent. of Net Asset Value 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 per cent. is less than 40 per cent.
<b>2.4</b>	The limit of 10 per cent. (in 2.3) is raised to 25 per cent. in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a Sub-Fund invests more than 5 per cent. of its Net Asset Value in these bonds issued by one issuer, the total value of these investments may not exceed 80 per cent. of the Net Asset Value of the Fund. A Sub-Fund will not avail of this without the prior approval of the Central Bank.

- 2.5** The limit of 10 per cent. (in 2.3) is raised to 35 per cent. 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 per cent. referred to in 2.3.
- 2.7** Cash booked in accounts and held as ancillary liquidity shall not exceed 20 per cent of the Net Asset Value of the Sub-Fund.
- 2.8** The risk exposure of a Sub-Fund to a counterparty to an OTC derivative may not exceed 5 per cent. of Net Asset Value.
- This limit is raised to 10 per cent. in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA member state) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.
- 2.9** Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20 per cent. of Net Asset Value:
- (i) investments in transferable securities or money market instruments;
  - (ii) deposits; and/or
  - (iii) 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 per cent. of Net Asset Value.
- 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 per cent. of Net Asset Value may be applied to investment in transferable securities and money market instruments within the same group.
- 2.12** A Sub-Fund may invest up to 100 per cent. of Net Asset Value in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.

The individual issuers must be listed in the prospectus and may be drawn from the following list:

OECD Governments (provided the relevant issues are investment grade), the Government of Brazil, the Government of India and the Government of the People's Republic of China (provided the relevant issues are investment grade to the extent that is required by the Central Bank), the Government of Singapore, the EU, the Council of Europe, Eurofima, Euratom, the Inter-American Development Bank, the Asian Development Bank, the International Bank for Reconstruction and Development (The World Bank), the African Development Bank, the European Central Bank, the European Bank for Reconstruction and Development, the International Monetary Fund, the International Finance Corporation, the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Government National Mortgage Association (Ginnie Mae), the Student Loan Marketing Association (Sallie Mae), the Federal Home Loan Bank, the Federal Farm Credit Bank, the Tennessee Valley Authority, Straight A Funding LLC and issues backed by the full faith and credit of the U.S. government.

The Sub-Fund must hold securities from at least six different issues, with securities from any one issue not exceeding 30 per cent. of Net Asset Value.



<b>3</b>	<b>Investment in Collective Investment Schemes (“CIS”)</b>
<b>3.1</b>	A Sub-Fund may not invest more than 20 per cent. of Net Asset Value in any one CIS.
<b>3.2</b>	Investment in AIFs may not, in aggregate, exceed 30 per cent. of Net Asset Value.
<b>3.3</b>	The CIS are prohibited from investing more than 10 per cent. of Net Asset Value in other open-ended CIS.
<b>3.4</b>	When a Sub-Fund 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 Fund’s investment in the units of such other CIS.
<b>3.5</b>	Where by virtue of investment in the units of another investment fund, the ICAV, an investment manager or an investment advisor receives a commission on behalf of a Sub-Fund (including a rebated commission), the ICAV shall ensure that the relevant commission is paid into the property of the Fund.
<b>4</b>	<b>Index Tracking UCITS</b>
<b>4.1</b>	A Sub-Fund may invest up to 20 per cent. of Net Asset Value in shares and/or debt securities issued by the same body where the investment policy of a Sub-Fund is to replicate an index which satisfies the criteria set out in the Central Bank Regulations and is recognised by the Central Bank.
<b>4.2</b>	The limit in 4.1 may be raised to 35 per cent., and applied to a single issuer, where this is justified by exceptional market conditions.
<b>5</b>	<b>General Provisions</b>
<b>5.1</b>	An investment company, Irish collective asset-management vehicle (“ICAV”) or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
<b>5.2</b>	A Sub-Fund may acquire no more than: <ul style="list-style-type: none"> <li>(i) 10 per cent. of the non-voting shares of any single issuing body;</li> <li>(ii) 10 per cent. of the debt securities of any single issuing body;</li> <li>(iii) 25 per cent. of the units of any single CIS;</li> <li>(iv) 10 per cent. of the money market instruments of any single issuing body.</li> </ul> <p>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.</p>
<b>5.3</b>	5.1 and 5.2 shall not be applicable to: <ul style="list-style-type: none"> <li>(i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;</li> <li>(ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;</li> <li>(iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;</li> </ul>

- (iv) shares held by a Sub-Fund in the capital of a company incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the Sub-Fund can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 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; and
- (v) Shares held by an investment company or investment companies or ICAV or ICAVs in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.

**5.4** A Sub-Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.

**5.5** The Central Bank may allow recently authorised Funds 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 Sub-Fund or as a result of the exercise of subscription rights, the Sub-Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.

**5.7** Neither an investment company, ICAV nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:

- (i) transferable securities;
- (ii) money market instruments<sup>1</sup>;
- (iii) units of investment funds; or
- (iv) financial derivative instruments.

**5.8** A Sub-Fund may hold ancillary liquid assets.

## **6 Financial Derivative Instruments (“FDIs”)**

**6.1** A Fund’s global exposure relating to FDI must not exceed its total net asset value.

**6.2** Position exposure to the underlying assets of FDIs, including embedded FDIs in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank Regulations/guidance. (This provision does not apply in the case of index-based FDI provided the underlying index is one which meets with the criteria set out in the Central Bank Regulations.)

**6.3** A Sub-Fund 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 FDI is subject to the conditions and limits laid down by the Central Bank.

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<sup>1</sup> Any short selling of money market instruments by a Sub-Fund is prohibited.

## SCHEDULE 3

### Investment Techniques and Instruments

A Sub-Fund may use derivative instruments traded on an organised exchange and on over-the-counter markets, whether such instruments are used for investment purposes or the purposes of the efficient portfolio management of the Fund. A Fund's ability to use these strategies may be limited by market conditions, regulatory limits and tax considerations and these strategies may be used only in accordance with the investment objectives of the Fund.

#### Financial Derivative Instruments

##### Permitted financial derivative instruments ("FDI")

1. The ICAV shall only invest assets of a Sub-Fund in an FDI if:
  - 1.1 the relevant reference items or indices consist of one or more of the following: instruments referred to in Regulation 68(1)(a) – (f) and (h) of the UCITS Regulations, including financial instruments having one or several characteristics of those assets, financial indices, interest rates, foreign exchange rates or currencies;
  - 1.2 the FDI does not expose the Sub-Fund to risks which the Sub-Fund could not otherwise assume;
  - 1.3 the FDI does not cause the Sub-Fund to diverge from its investment objectives;
  - 1.4 the FDI is dealt in on a Regulated Market or alternatively the conditions in paragraph 6 are satisfied.
2. The reference in 1.1 above to financial indices shall be understood as a reference to indices which fulfil the following criteria:
  - 2.1 they are sufficiently diversified, in that the following criteria are fulfilled:
    - (a) the index is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
    - (b) where the index is composed of assets referred to in Regulation 68(1) of the UCITS Regulations, its composition is at least diversified in accordance with Regulation 71 of the UCITS Regulations;
    - (c) where the index is composed of assets other than those referred to in Regulation 68(1) of the UCITS Regulations, it is diversified in a way which is equivalent to that provided for in Regulation 71(1) of the UCITS Regulations;
  - 2.2 they represent an adequate benchmark for the market to which they refer, in that the following criteria are fulfilled:
    - (a) the index measures the performance of a representative group of underlyings in a relevant and appropriate way;
    - (b) the index is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers following criteria which are publicly available;

- (c) the underlyings are sufficiently liquid, which allows users to replicate the index, if necessary;
- 2.3 they are published in an appropriate manner, in that the following criteria are fulfilled:
- (a) their publication process relies on sound procedures to collect prices and to calculate and to subsequently publish the index value, including pricing procedures for components where a market price is not available;
  - (b) material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.

Where the composition of assets which are used as underlyings by FDI does not fulfil the criteria set out in 2.1, 2.2 or 2.3 above, those FDI shall, where they comply with the criteria set out in Regulation 68(1)(g) of the UCITS Regulations, be regarded as FDI on a combination of the assets referred to in Regulation 68(1)(g)(i) of the UCITS Regulations, excluding financial indices.

3. A transferable security or money market instrument embedding an FDI shall be understood as a reference to financial instruments which fulfil the criteria for transferable securities or money market instruments set out in the UCITS Regulations and which contain a component which fulfils the following criteria:
- 3.1 by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or money market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index, or other variable, and therefore vary in a way similar to a stand-alone FDI;
  - 3.2 its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract;
  - 3.3 it has a significant impact on the risk profile and pricing of the transferable security or money market instrument.
4. A transferable security or a money market instrument shall not be regarded as embedding a FDI where it contains a component which is contractually transferable independently of the transferable security or the money market instrument. Such a component shall be deemed to be a separate financial instrument.
5. Where the ICAV enters, on behalf of a Fund, into a total return swap or invests in other FDI with similar characteristics, the assets held by the Sub-Fund must comply with Regulations 70, 71, 72, 73 and 74 of the UCITS Regulations.

#### **OTC FDI**

6. The ICAV shall only invest assets of a Sub-Fund in an OTC FDI if the FDI counterparty is within at least one of the following categories:
- 6.1 a credit institution that is within any of the categories set out in Regulation 7 of the Central Bank Regulations;
  - 6.2 an investment firm authorised in accordance with MiFID;

- 6.3 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; or
  - 6.4 such other categories of counterparties as are permitted by the Central Bank.
7. Where a counterparty within paragraphs 6.2 or 6.3:
- 7.1 was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the ICAV in the credit assessment process; and
  - 7.2 where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in paragraph 7.1 this shall result in a new credit assessment being conducted of the counterparty by the ICAV without delay.
8. Where an OTC FDI referred to in paragraph 6 is subject to a novation, the counterparty after the novation must be:
- 8.1 an entity that is within any of the categories set out in paragraph 6; or
  - 8.2 a central counterparty that is:
    - (a) authorised or recognised under EMIR; or
    - (b) pending recognition by ESMA under Article 25 of EMIR, an entity classified:
      - (A) by the SEC as a clearing agency; or
      - (B) by the Commodity Futures Trading Commission as a derivatives clearing organisation.
9. 9.1 Risk exposure to the counterparty shall not exceed the limits set out in Regulation 70(1)(c) of the UCITS Regulations, assessed in accordance with paragraph 9.2.
- 9.2 In assessing risk exposure to the counterparty to an OTC FDI for the purpose of Regulation 70(1)(c) of the UCITS Regulations:
- (a) the ICAV shall calculate the exposure to the counterparty using the positive mark-to-market value of the OTC FDI with that counterparty;
  - (b) the ICAV may net FDI positions with the same counterparty, provided that the Sub-Fund is able to legally enforce netting arrangements with the counterparty. For this purpose netting is permissible only in respect of OTC FDI with the same counterparty and not in relation to any other exposures the Sub-Fund has with the same counterparty;
  - (c) the ICAV may take account of collateral received by the FDI in order to reduce the exposure to the counterparty, provided that the collateral meets with the requirements specified in paragraphs (3), (4), (5), (6), (7), (8), (9) and (10) of Regulation 24 of the Central Bank Regulations.
10. OTC FDI must be subject to reliable and verifiable valuation on a daily basis and sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Fund's initiative.

### **Issuer concentration limits**

11. For the purpose of Regulation 70 of the UCITS Regulations and the calculation of issuer concentration limits of a Fund, the ICAV shall:
  - 11.1 include any net exposure to a counterparty generated through a securities lending or repurchase agreement, where net exposure means the amount receivable by the Sub-Fund less any collateral provided by the Fund;
  - 11.2 include exposures created through the reinvestment of collateral; and
  - 11.3 establish whether the exposure of the Sub-Fund is to an OTC counterparty, a broker, a central counterparty or a clearing house.
12. The position exposure of the Fund, if any, to the underlying assets of an FDI, including an FDI that is embedded in transferable securities, money market instruments or investment funds, when combined with positions resulting from direct investments:
  - 12.1 shall be calculated in accordance with paragraph 13; and
  - 12.2 shall not exceed the investment limits set out in Regulations 70 and 73 of the UCITS Regulations.
13. For the purposes of paragraph 12:
  - 13.1 when calculating issuer-concentration risk, the FDI (including embedded FDI) must be looked through in determining the resultant position exposure and this position exposure shall be taken into account in the issuer concentration calculations;
  - 13.2 the ICAV shall calculate the position exposure of the Sub-Fund using the commitment approach or the VaR approach as a result of default by the issuer approach, whichever is greater; and
  - 13.3 the ICAV shall calculate the position exposure, regardless of whether the Sub-Fund uses VaR for global exposure purposes.
14. Paragraph 12 does not apply in the case of an index-based FDI provided the underlying index meets the criteria set out in Regulation 71(1) of the UCITS Regulations.
15. Collateral received must at all times meet with the requirements set out in paragraphs 30 to 38 below.
16. Collateral passed to an OTC FDI counterparty by or on behalf of a Sub-Fund must be taken into account in calculating exposure of the Sub-Fund to counterparty risk as referred to in Regulation 70(1)(c) of the UCITS Regulations. Collateral passed may be taken into account on a net basis only if the Sub-Fund is able to legally enforce netting arrangements with this counterparty.
17. The risk exposures to a counterparty arising from OTC FDI transactions and efficient portfolio management techniques must be combined when calculating the OTC counterparty limit as referred to in Regulation 70(1)(c) of the UCITS Regulations.

### **Cover requirements**

18. Where the initial margin posted to and variation margin receivable from a broker relating to an exchange-traded FDI or an OTC FDI is not protected by client money rules or other similar

arrangements to protect the Sub-Fund in the event of the insolvency of the broker, the ICAV shall calculate exposure of the Sub-Fund within the OTC counterparty limit as referred to in Regulation 70(1)(c) of the UCITS Regulations.

19. The ICAV shall ensure that, at all times:
  - 19.1 the Sub-Fund is capable of meeting all its payment and delivery obligations incurred by transactions involving FDI;
  - 19.2 the risk management process of the ICAV includes the monitoring of FDI transactions to ensure that every such transaction is covered adequately;
  - 19.3 a transaction in FDI which gives rise to, or could potentially give rise to, a future commitment on behalf of a Sub-Fund is covered in accordance with the conditions specified in paragraph 20.
20. The conditions to which paragraph 19.3 refers are:
  - 20.1 in the case of an FDI that is, automatically or at the discretion of the Fund, cash-settled, the Sub-Fund must, at all times, hold liquid assets that are sufficient to cover the exposure;
  - 20.2 in the case of an FDI that requires physical delivery of the underlying asset, either:
    - (a) the asset must at all times be held by a Fund; or
    - (b) where either or both of the conditions in paragraphs 21.1 and 21.2 applies, the Sub-Fund must cover the exposure with sufficient liquid assets.
21. The conditions to which paragraph 20.2(b) refers are:
  - 21.1 the underlying asset consists, or the underlying assets consist, of highly liquid fixed income securities;
  - 21.2
    - (a) the exposure can be covered without the need to hold the underlying assets;
    - (b) the specific FDI is addressed in the risk management process; and
    - (c) details of the exposure are provided in the prospectus.

In this regard, please note that in the case of the instruments referred to in the section entitled “Investment Techniques and Instruments”, the ICAV considers that from time to time the exposure may be covered with sufficient liquid assets.

### **Risk management process and reporting**

22. A Sub-Fund must provide the Central Bank with details of its proposed risk management process vis-à-vis its FDI activity pursuant to Chapter 3 of Part 2 of the Central Bank Regulations. The initial filing is required to include information in relation to:
  - 22.1 permitted types of FDI, including embedded FDI in transferable securities and money market instruments;
  - 22.2 details of the underlying risks;
  - 22.3 relevant quantitative limits and how these will be monitored and enforced; and

- 22.4 methods for estimating risks.
23. 23.1 The ICAV shall in writing notify the Central Bank of material amendments to the initial filing of the risk management process of a Fund, in advance of the amendment being made.
- 23.2 The Central Bank may object to the making of any proposed amendment that is notified to it under paragraph 23.1.
- 23.3 (a) No proposed amendment to which the Bank has objected under paragraph 23.2 shall be made to the risk management process of a Fund.
- (b) Where the Central Bank has objected under paragraph 23.2 to the making of a proposed amendment to the risk management process of a Fund.

The relevant Sub-Fund shall not engage in any activity that is associated with or which would derive from the proposed amendment to which the objection has been made.

24. The ICAV must submit a report to the Central Bank on the Funds' FDI positions on an annual basis. The report, which must include information which reflects a true and fair view of the types of FDI used by the Funds, the underlying risks, the quantitative limits and the methods used to estimate those risks, must be submitted with the annual report of the ICAV. The ICAV must, at the request of the Central Bank, provide this report at any time.

#### **Calculation of global exposure**

25. The ICAV shall ensure that in the case of each Fund, at all times:
- 25.1 the Sub-Fund complies with the limits on global exposure;
- 25.2 the Sub-Fund establishes and implements appropriate internal risk management measures and limits, irrespective of whether the Sub-Fund uses a commitment approach or the VaR approach or any other methodology to calculate global exposure. For the purpose of subparagraph (1), paragraph 12 of Schedule 9 of the UCITS Regulations, a UCITS shall only select a methodology where ESMA has published guidelines on the selected methodology; and
- 25.3 it calculates the global exposure in accordance with Schedule 2 to the Central Bank Regulations.

#### **Efficient Portfolio Management**

##### **Portfolio Management Techniques**

26. The ICAV shall only use efficient portfolio management techniques and instruments for the purposes of Regulation 69(2) of the UCITS Regulations where same are in the best interests of the relevant Fund.
27. The ICAV shall ensure that all the revenues arising from efficient portfolio management techniques and instruments, net of direct and indirect operational costs, are returned to the relevant Fund.
28. Techniques and instruments which relate to transferable securities or money market instruments and which are used for the purpose of efficient portfolio management shall be understood as a reference to techniques and instruments which fulfil the following criteria:



- 28.1 they are economically appropriate in that they are realised in a cost-effective way;
  - 28.2 they are entered into for one or more of the following specific aims:
    - (a) reduction of risk;
    - (b) reduction of cost;
    - (c) generation of additional capital or income for the Sub-Fund with a level of risk which is consistent with the risk profile of the Sub-Fund and the risk diversification rules set out in Regulations 70 and 71 of the UCITS Regulations; and
  - 28.3 their risks are adequately captured by the risk management process of the Fund.
29. Repurchase/reverse repurchase agreements and securities lending (i.e., efficient portfolio management techniques) may only be effected in accordance with normal market practice.

### **Collateral**

30. The ICAV shall ensure, in engaging in efficient portfolio management techniques and instruments, that:
- 30.1 every asset that is received by a Sub-Fund as a result of engaging in efficient portfolio management techniques and instruments is treated as collateral;
  - 30.2 such techniques comply with the criteria set down in paragraph 24(2) of the Central Bank Regulations;
  - 30.3 at all times, collateral that is received by a Sub-Fund meets the criteria specified in paragraph 31.
31. The conditions for the receipt of collateral by a Fund, to which paragraph 30 refers, are:
- 31.1 **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 its pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the UCITS Regulations.
  - 31.2 **Valuation:** Collateral that is 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.
  - 31.3 **Issuer credit quality:** Collateral received should be of high quality. The ICAV 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 ICAV in the credit assessment process; and
    - (b) where an issuer is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in sub-paragraph (a) this shall result in a new credit assessment being conducted of the issuer by the ICAV without delay.

31.4 **Correlation:** Collateral received should be issued by an entity that is independent from the counterparty. There should be a reasonable ground for the ICAV to expect that it would not display a high correlation with the performance of the counterparty.

31.5 **Diversification (asset concentration):**

(a) Subject to sub-paragraph (b) below, collateral received should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20 per cent. of the Net Asset Value of the Fund. When a Sub-Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20 per cent. limit of exposure to a single issuer.

(b) It is intended that a Sub-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. The Sub-Fund should receive securities from at least six different issues, but securities from any single issue should not account for more than 30 per cent. of the Fund's Net Asset Value. The Member States, local authorities, third countries, or public international bodies or issuing or guaranteeing securities which a Sub-Fund is able to accept as collateral for more than 20 per cent. of its Net Asset Value shall be drawn from the following list:

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

31.6 **Immediately available:** Collateral received should be capable of being fully enforced by the Sub-Fund at any time without reference to or approval from the counterparty.

32. The ICAV shall ensure that the Fund's risk management process identifies, manages and mitigates risks linked to the management of collateral, including operational risks and legal risks.

33. Where a Sub-Fund receives collateral on a title transfer basis, the ICAV shall ensure that the collateral is to be held by the Depository. Where a Sub-Fund receives collateral on any basis other than a title transfer basis, that collateral may be held by a third party depository, provided that that depository is subject to prudential supervision and is unrelated and unconnected to the provider of the collateral.

34. The ICAV shall not sell, pledge or re-invest the non-cash collateral received by a Fund.

35. Where the ICAV invests cash collateral received by a Fund, such investments shall only be made in one or more of the following:
  - 35.1 a deposit with a credit institution referred to in Regulation 7 of the Central Bank Regulations;
  - 35.2 a high-quality government bond;
  - 35.3 a reverse repurchase agreement provided the transaction is with a credit institution referred to in Regulation 7 of the Central Bank Regulations and the Sub-Fund is able to recall at any time the full amount of cash on an accrued basis; or
  - 35.4 short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (Ref: CESR/10-049).
36. Where the ICAV invests cash collateral received by a Fund: (a) that investment shall comply with the diversification requirements applicable to non-cash collateral; and (b) invested cash collateral shall not be placed on deposit with the counterparty or with any entity that is related or connected to the counterparty.
37. The ICAV shall ensure that, where a Sub-Fund receives collateral for at least 30 per cent. of its assets, there is in place an appropriate stress testing policy and stress tests are carried out regularly under normal and exceptional liquidity conditions to enable the ICAV to assess the liquidity risk attached to the collateral. The stress testing policy should at least prescribe the following components:
  - 37.1 the design of stress test scenario analysis including calibration, certification and sensitivity analysis;
  - 37.2 the empirical approach to impact assessment, including back-testing of liquidity risk estimates;
  - 37.3 the reporting frequency and the threshold(s) for limits and losses; and
  - 37.4 the mitigation actions to reduce loss including haircut policy and gap risk protection.
38. The ICAV shall establish and ensure adherence to a haircut policy for a Fund, adapted for each class of assets received as collateral. When devising the haircut policy, the ICAV shall take into account the characteristics of the assets, such as the credit standing or the price volatility, as well as the outcome of the stress tests performed in accordance with Regulation 21 of the Central Bank Regulations. The ICAV shall document the haircut policy and the ICAV shall justify and document each decision to apply a specific haircut or to refrain from applying any haircut, to any specific class of assets.
39. Where a counterparty to a repurchase or a securities lending agreement which has been entered into by the ICAV on behalf of a Fund:
  - 39.1 was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the ICAV in the credit assessment process; and
  - 39.2 where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in sub-paragraph (a) this shall result in a new credit assessment being conducted of the counterparty by the ICAV without delay.

40. The ICAV shall ensure that it is at all times able to recall any security that has been lent out or to terminate any securities lending agreement to which it is party.

**Repurchase and reverse repurchase agreements**

41. Where the ICAV enters into a reverse repurchase agreement on behalf of a Sub-Fund it shall ensure that the Sub-Fund is at all times able to recall the full amount of cash or to terminate the relevant agreement on either an accrued basis or a mark-to-market basis.
42. In circumstances in which cash is, by virtue of the obligation under paragraph 41 recallable at any time on a mark-to-market basis, the ICAV shall use the mark-to-market value of the reverse repurchase agreement for the calculation of the Net Asset Value of the Fund.
43. Where the ICAV enters into a repurchase agreement on behalf of a Sub-Fund it shall ensure that the Sub-Fund is at all times able to recall any securities that are subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.
44. Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of Regulation 103 and Regulation 111 of the UCITS Regulations, respectively.

## SCHEDULE 4

### List of Sub-Custodians

As at the date of this Prospectus, the Depositary has appointed the following sub-delegates:

1. Jurisdiction	2. Subcustodian	3. Subcustodian Delegate
<b>Argentina</b>	Citibank N.A., Buenos Aires Branch	
<b>Australia</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Australia Limited
<b>Austria</b>	UniCredit Bank Austria AG	
<b>Bangladesh</b>	Standard Chartered Bank	
<b>Belgium</b>	The Northern Trust Company	
<b>Bermuda</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Bermuda Limited
<b>Bosnia and Herzegovina (Federation of Bosnia- Herzegovina)</b>	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
<b>Bosnia and Herzegovina (Republic of Srpska)</b>	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
<b>Botswana</b>	Standard Chartered Bank Botswana Limited	
<b>Brazil</b>	Citibank N.A., Brazilian Branch	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A ("DTVM")
<b>Bulgaria</b>	Citibank Europe plc, Bulgaria Branch	
<b>Canada</b>	The Northern Trust Company, Canada	

<b>Canada*</b>	Royal Bank of Canada	
<b>Chile</b>	Citibank N.A.	Banco de Chile
<b>China B Share</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
<b>Clearstream</b>	Clearstream Banking S.A.,	
<b>Colombia</b>	Cititrust Columbia S.A. Sociedad Fiduciaria	
<b>Costa Rica</b>	Banco Nacional de Costa Rica	
<b>Côte d'Ivoire</b>	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA
<b>Croatia</b>	UniCredit Bank Austria AG	Zagrebacka Banka d.d.
<b>Cyprus</b>	Citibank Europe PLC	
<b>Czech Republic</b>	UniCredit Bank Czech Republic and Slovenia, a.s.	
<b>Denmark</b>	Nordea Bank Abp	
<b>Egypt</b>	Citibank N.A., Cairo Branch	
<b>Estonia</b>	Swedbank AS	
<b>Eswatini (formerly Swaziland)</b>	Standard Bank Eswatini Limited	
<b>Finland</b>	Nordea Bank Abp	

<b>France</b>	The Northern Trust Company	
<b>Germany</b>	The Northern Trust Company	
<b>Ghana</b>	Standard Chartered Bank Ghana Limited	
<b>Greece</b>	Citibank Europe PLC	
<b>Hong Kong</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Hong Kong (Stock and Bond Connect)</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Hungary</b>	UniCredit Bank Hungary Zrt.	
<b>Iceland</b>	Landsbankinn hf	
<b>India</b>	Citibank N.A.	
<b>Indonesia</b>	Standard Chartered Bank	
<b>Ireland</b>	Euroclear UK and Ireland Limited (Northern Trust self-custody)	
<b>Israel</b>	Bank Leumi Le-Israel B.M.	
<b>Italy</b>	Citibank Europe plc	
<b>Japan</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Jordan</b>	Standard Chartered Bank	

<b>Kazakhstan</b>	Citibank Kazakhstan JSC	
<b>Kenya</b>	Standard Chartered Bank Kenya Limited	
<b>Kuwait</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
<b>Latvia</b>	Swedbank AS	
<b>Lithuania</b>	AB SEB bankas	
<b>Luxembourg</b>	Euroclear Bank S.A./N.V.	
<b>Malaysia</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad
<b>Mauritius</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Mexico</b>	Banco Nacional de Mexico S.A. integrante del Grupo Financiero Banamex	
<b>Morocco</b>	Société Générale Marocaine de Banques	
<b>Namibia</b>	Standard Bank Namibia Ltd	
<b>Netherlands</b>	The Northern Trust Company	
<b>New Zealand</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Nigeria</b>	Stanbic IBTC Bank Plc	
<b>Norway</b>	Nordea Bank Abp	



<b>Oman</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Oman S.A.O.G
<b>Pakistan</b>	Citibank N.A., Karachi Branch	
<b>Panama</b>	Citibank N.A., Panama Branch	
<b>Peru</b>	Citibank del Peru S.A.	
<b>Philippines</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Poland</b>	Bank Polska Kasa Opieki Spółka Akcyjna,	
<b>Portugal</b>	BNP Paribas Securities Services	
<b>Qatar</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
<b>Romania</b>	Citibank Europe PLC	
<b>Russia</b>	AO Citibank	
<b>Saudi Arabia</b>	The Northern Trust Company of Saudi Arabia	
<b>Senegal</b>	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA
<b>Serbia</b>	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC
<b>Senegal</b>	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA

<b>Singapore</b>	DBS Bank Ltd	
<b>Slovakia</b>	Citibank Europe PLC	
<b>Slovenia</b>	UniCredit Banka Slovenija d.d.	
<b>South Africa</b>	The Standard Bank of South Africa Limited	
<b>South Korea</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Spain</b>	Deutsche Bank SAE	
<b>Sri Lanka</b>	Standard Chartered Bank	
<b>Sweden</b>	Nordea Bank Abp	
<b>Switzerland</b>	Credit Suisse (Switzerland) Ltd	
<b>Taiwan</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Taiwan) Limited
<b>Tanzania</b>	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
<b>Thailand</b>	Citibank N.A., Bangkok Branch	
<b>Tunisia</b>	Union Internationale De Banques	
<b>Turkey</b>	Deutsche Bank AG & Deutsche Bank AS	
<b>Uganda</b>	Standard Chartered Bank Uganda Limited	

<b>United Arab Emirates (ADX)</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
<b>United Arab Emirates (DFM)</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
<b>United Arab Emirates (NASDAQ)</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
<b>United Kingdom</b>	Euroclear UK and Ireland Limited (Northern Trust self-custody)	
<b>United States</b>	The Northern Trust Company	
<b>Uruguay</b>	Banco Itau Uruguay S.A.	
<b>Vietnam</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
<b>Zambia</b>	Standard Chartered Bank Zambia PLC	

\* The Royal Bank of Canada serves as Northern Trust's Sub-Custodian for securities not eligible for settlement in Canada's local central securities depository