

The Directors whose names appear on page 3 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.

**ADRIAN LEE & PARTNERS GLOBAL ALPHA FUNDS UCITS ICAV**  
an umbrella fund with segregated liability between sub-funds

*(an open-ended Irish collective asset management vehicle which is constituted as an umbrella fund with variable capital and segregated liability between its sub-funds and registered in Ireland with registration number C174362 and authorised by the Central Bank of Ireland as a UCITS)*

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**PROSPECTUS**

**Dated 29 May 2025**

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT THE ICAV AND THE FUNDS AND SHOULD BE READ CAREFULLY BEFORE INVESTING. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR BROKER, INTERMEDIARY, BANK MANAGER, LEGAL ADVISER, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER.**

*Certain terms used in this Prospectus are defined in the section 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 Fund. The ICAV is an umbrella fund with segregated liability between Funds.***

### **Investment Risks**

***There can be no assurance that a Fund will achieve its investment objective. It should be appreciated that the value of the Shares and any income from them is not guaranteed and may go down as well as up. An investment in a Fund involves investment risks, including possible loss of the amount invested. The difference at any one time between the sale and repurchase price of Shares in a Fund means that an investment in a Fund should be viewed as medium to long term. An investment in the ICAV should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors. If provided for in the relevant Fund Supplement in respect of certain Classes of Shares, dividends may be paid out of the capital of the relevant Class and where this is provided for there is a greater risk for the Shareholders of the relevant Class that capital will be eroded, that income will be achieved by foregoing the potential future capital growth of the Shareholder's investment and that the value of future returns may be diminished. This cycle may continue until all capital is depleted. The capital return and income of each Fund are based on the capital appreciation and income on the investments it holds, less expenses incurred. Therefore, a Fund's return may be expected to fluctuate in response to changes in such capital appreciation or income. Fluctuations in the rate of exchange between the currency in which the Shares are denominated and the currency of investment may also have the effect of causing the value of an investment in the Shares to diminish or increase. Investors' attention is drawn to the specific risk factors set out in the section entitled "Risk Factors".***

### **Distribution and 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 application form in any such jurisdiction may treat this Prospectus or such application form as constituting an invitation to them to purchase or subscribe for Shares, nor should they in any event use such application form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such application form could lawfully be used. 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 subscribing, holding or disposing of such Shares and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence, incorporation or domicile, including any requisite government or other consents and the observing of any other formalities.***

US persons are not eligible to invest in shares of the ICAV. Shareholders, and intermediaries acting for prospective shareholders, should take particular note that it is the existing policy of the ICAV that US persons may not invest in any Fund, and that investors who become US persons may become subject to compulsory redemption of their holdings.

Shares in the ICAV may neither be offered nor sold to any US American benefit plan investor. For this purpose, a “benefit plan investor” means any (i) “employee benefit plan” within the meaning of section 3(3) of the US Employee Retirement Income Security Act of 1974, as amended (“ERISA”) that is subject to the provisions of Part 4 of Title I of ERISA, (ii) individual retirement account, Keogh plan or other plan described in section 4975(e)(1) of the US Internal Revenue Code of 1986, as amended, (iii) entity whose underlying assets include “plan assets” by reason of 25% or more of any class of equity interest in the entity being held by plans described in (i) and (ii) above, or (iv) other entity (such as segregated or common accounts of an insurance company, a corporate group or a common trust) whose underlying assets include “plan assets” by reason of an investment in the entity by plans described in (i) and (ii) above.

Under general Irish tax principles, the ICAV must hold a Relevant Declaration in respect of Shareholders who are neither Irish Residents nor Irish Ordinary Residents and, in respect of those Shareholders who are Irish Residents or Irish Ordinary Residents, to the extent that those Shareholders are Exempt Irish Resident investors. In the absence of a Relevant Declaration, the ICAV will be under an obligation to deduct tax on the happening of a chargeable event.

Prospective investors for Shares on subscription and proposed transferees of Shares will be required to complete a Relevant Declaration as a pre-requisite to being issued Shares in the ICAV or being registered as a transferee of the Shares (as the case may be).

### **Marketing Rules**

Distribution of this Prospectus is not authorised unless it is accompanied by a copy of the latest annual report, if any, and, if published thereafter, the latest half-yearly report. However, potential investors should note that the auditors do not accept or assume responsibility to any person other than the ICAV, the ICAV's Shareholders as a body and any other person as may be agreed in writing by the auditors, for their audit work, their report or the opinions they have formed. Shares are offered only on the basis of the information contained in the current Prospectus and, as appropriate, the latest annual report or half-yearly report of the ICAV.

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.

This Prospectus may be translated into other languages 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 law of Ireland. This Prospectus should be read in its entirety before making an application for Shares.

## ADRIAN LEE & PARTNERS GLOBAL ALPHA FUNDS UCITS ICAV

### **Directors**

Conor Hoey (Independent Director)  
Adrian Lee  
Kevin Mahon

### **Registered Office**

West Pier Business Campus  
Dun Laoghaire  
Co. Dublin  
Ireland

### **Manager**

Bridge Fund Management Limited  
Percy Exchange  
8/34 Percy Place  
Dublin 4  
D04 P5K3  
Ireland

### **Depositary**

European Depositary Bank SA, Dublin Branch  
2nd Floor, Block 5  
Irish Life Centre  
Abbey Street Lower  
Dublin  
D01 P767  
Ireland

### **Investment Manager and Promoter**

Lee Overlay Partners Limited  
t/a Adrian Lee & Partners  
West Pier Business Campus  
Dun Laoghaire  
Co. Dublin  
Ireland

### **Administrator**

Apex Fund Services (Ireland) Limited  
2nd Floor, Block 5  
Irish Life Centre  
Abbey Street Lower  
Dublin  
D01 P767  
Ireland

### **Secretary to the ICAV**

Lee Overlay Partners Limited  
t/a Adrian Lee & Partners  
West Pier Business Campus  
Dun Laoghaire  
Co. Dublin  
Ireland

### **Auditors**

EisnerAmper Ireland  
6, The Courtyard Building  
Carmanhall Road  
Sandyford  
Dublin 18,  
Ireland

### **Legal Advisers**

Arthur Cox LLP  
10 Earlsfort Terrace  
Dublin 2  
Ireland

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## DEFINITIONS

In this Prospectus the following words and phrases shall have the meanings indicated below:

<b>"1933 Act"</b>	means the US Securities Act of 1933, as amended;
<b>"1940 Act"</b>	means the US Investment Company Act of 1940, as amended;
<b>"Administration Agreement"</b>	means the agreement dated 29 May 2025 between the ICAV, the Manager and the Administrator as may be amended or supplemented from time to time in accordance with the requirements of the Central Bank, pursuant to which the latter acts as administrator of the ICAV;
<b>"Administrator"</b>	means Apex Fund Services (Ireland) Limited or any successor administrator appointed by the Manager in accordance with the requirements of the Central Bank;
<b>"Application Form"</b>	means any application form to be completed by subscribers for Shares as prescribed by the ICAV or its delegate from time to time;
<b>"Base Currency"</b>	means the base currency of each Fund as specified in the relevant Fund Supplement;
<b>"Benchmarks Regulation"</b>	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) no 596/2014;
<b>"Business Day"</b>	means such day or days as the Directors may from time to time determine and as set out in the relevant Fund Supplement and/ or such other day or days as the Directors may from time to time determine and notify in advance to Shareholders;
<b>"Central Bank"</b>	means the Central Bank of Ireland;
<b>"Central Bank Regulations"</b>	means S.I. No. 230 of 2019, the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019, (as amended, consolidated or substituted from time to time) and any regulations or guidelines issued by the Central Bank pursuant thereto for the time being in force;
<b>"Class"</b>	means any class of Shares from time to time issued by the ICAV;
<b>"Class Currency"</b>	means the currency of denomination of each Class in a Fund as specified in the relevant Fund Supplement;
<b>"Dealing Day"</b>	means a day on which Shares may be subscribed for and/or redeemed as specified in the relevant Fund Supplement provided that there shall be at least two Dealing Days per month occurring at regular intervals;
<b>"Dealing Cut-Off Time"</b>	means the relevant cut-off time for subscriptions or redemptions in respect of the relevant Dealing Day of a Fund as specified in the relevant Fund Supplement;

<b>“Depositary”</b>	means European Depositary Bank SA (Dublin Branch) or any successor depositary appointed by the ICAV in accordance with the requirements of the Central Bank;
<b>“Depositary Agreement”</b>	means the agreement dated 29 May 2025 between the Manager, the ICAV and the Depositary as may be amended or supplemented from time to time in accordance with the requirements of the Central Bank, pursuant to which the latter acts as depositary of the ICAV;
<b>“Directors”</b>	means the directors of the ICAV for the time being and any duly constituted committee thereof;
<b>“EEA”</b>	means the European Economic Area;
<b>“Eligible Collective Investment Scheme”</b>	means UCITS established in Member States which are authorised under the UCITS 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 the UCITS Regulations and the Central Bank Regulations; and</li> <li>(e) alternative investment funds authorised in the EU, the EEA, the US, the UK, Jersey, Guernsey or the Isle of Man and which comply, in all material respects with the provisions of the UCITS Regulations and the Central Bank Regulations;</li> </ul>
<b>“Emerging Markets”</b>	means, unless otherwise defined in the relevant Fund Supplement, countries other than those defined by Morgan Stanley Capital International Inc. (“ <b>MSCI</b> ”) as developed markets;
<b>“EMIR”</b>	means Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 648/2012 as regards the clearing obligation, the suspension of the clearing obligation, the reporting requirements, the risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty, the registration and supervision of trade repositories and the requirements for trade repositories;
<b>“ESG”</b>	means environmental, social and governance;
<b>“ESMA Register”</b>	means the register of administrators and benchmarks maintained by the European Securities and Markets Authority under the Benchmarks Regulation;
<b>“EU”</b>	means the European Union;

<b>“FATCA”</b>	means Sections 1471 through 1474 of the US Foreign Account Tax Compliance Act (as amended, consolidated or supplemented from time to time), including any regulations issued pursuant thereto;
<b>“FDI”</b>	means a financial derivative instrument (including an OTC derivative) permitted by the UCITS Regulations;
<b>“Funds”</b>	means the sub-funds of the ICAV listed in the Fund Schedule Supplement and “Fund” shall mean any one of them;
<b>“Fund Schedule Supplement”</b>	means a supplement to this Prospectus containing a list of the Funds established by the ICAV;
<b>“Fund Supplement”</b>	means a supplement to the Prospectus prepared for the purposes of offering Shares in a Fund and containing a description of the terms of such Fund;
<b>“Global Distributor”</b>	means Lee Overlay Partners Limited t/a Adrian Lee & Partners or any other global distributor appointed in respect of a Fund from time to time;
<b>“Hedged Class”</b>	means a currency-hedged Class, which may be a NAV-hedged Class or a portfolio-hedged Class;
<b>“ICAV”</b>	means Adrian Lee & Partners Global Alpha Funds UCITS ICAV;
<b>“ICAV Act”</b>	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;
<b>“Initial Offer Period”</b>	means the period set out by Directors in each relevant Fund Supplement in relation to any Fund or Class as the period during which such Shares are initially on offer unless such period is shortened or extended in accordance with the requirements of the Central Bank;
<b>“Initial Offer Price”</b>	means the initial offer price in relation to each Class during the Initial Offer Period, as set out in the relevant Fund Supplement;
<b>“Instrument of Incorporation”</b>	means the instrument of incorporation of the ICAV;
<b>“Investment”</b>	means any investment which is permitted by the UCITS Regulations and the Instrument of Incorporation;
<b>“Investment Manager”</b>	means Lee Overlay Partners Limited t/a Adrian Lee & Partners or any other Investment Manager appointed in respect of a Fund from time to time;
<b>“Investment Management and Distribution Fee”</b>	means the investment management and distribution fee payable to the Investment Manager in respect of its appointment as investment manager and distributor of the ICAV;
<b>“Investment Management and Global Distribution Agreement”</b>	means the agreement dated 29 May 2025 between the ICAV, the Manager and the Investment Manager as may be amended or supplemented from time to time in accordance with the requirements of the Central Bank, pursuant to which the latter is

	appointed as investment manager and global distributor of one or more of the Funds;
<b>“Manager”</b>	means Bridge Fund Management Limited or any successor appointed by the ICAV in accordance with the requirements of the Central Bank;
<b>“Management Agreement”</b>	means the agreement dated 29 May 2025 between the ICAV and the Manager as may be amended or supplemented from time to time in accordance with the requirements of the Central Bank, pursuant to which the latter acts as manager of the ICAV;
<b>“Member State”</b>	means a member state of the EU;
<b>“Minimum Subscription Amount”</b>	means the minimum amount which may be subscribed for in a Class of a Fund at any one time as either: (i) a number of Shares; or (ii) a cash amount in respect of which the applicable number of Shares shall at least equate in value to the cash amount specified, and as may be lowered by the Manager either generally or in any particular case, further details in relation to which are set out in the Fund Supplement;
<b>“Money Market Instruments”</b>	means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time and which comply with the requirements of the Central Bank (including, but not limited to, certificates of deposit and commercial paper);
<b>“Net Asset Value”</b>	means the net asset value of a Fund or Class, as appropriate, calculated as described in this Prospectus;
<b>“Net Asset Value per Share”</b>	means, in respect of any Shares, the Net Asset Value attributable to the Shares issued in respect of a Fund or Class, divided by the number of Shares in issue in respect of that Fund or Class;
<b>“OECD”</b>	means the Organisation for Economic Co-operation and Development;
<b>“Paying Agent”</b>	means any entity appointed to act as paying agent to a Fund;
<b>“Qualified Holder”</b>	means any person, corporation or entity other than a person, corporation or entity whose holding might result in regulatory, pecuniary, legal, taxation or material administrative disadvantage for the ICAV or its investors as a whole specifically: (i) a US Person; (ii) an ERISA employee benefit plan; or (iii) a custodian, nominee, or trustee for any person, corporation or entity described in (i) and (ii) above;
<b>“Redemption Fee”</b>	means the charge, if any, payable to the Manager or such other person as the Manager may determine on a redemption for Shares which shall not exceed 3% of the Net Asset Value of the Shares being redeemed and which may be waived in whole or in part at the discretion of the ICAV and/or the Manager;
<b>“Register”</b>	means the Shareholder register of the ICAV;

<b>“Regulated Market”</b>	means a stock exchange or regulated market which is provided for in the Instrument of Incorporation, details of which are set out in Schedule I;
<b>“Regulations”</b>	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended and any amendments thereto or replacement thereof for the time being in force and any rules made by the Central Bank pursuant to them or to the ICAV Act;
<b>“Relevant Declaration”</b>	means a declaration in the prescribed form confirming that the investor is not an Irish resident and not a person ordinarily resident in Ireland in respect of whom it is necessary to deduct tax, or is a qualifying Exempt Irish Resident investor;
<b>“Revenue Commissioners”</b>	means the Revenue Commissioners of Ireland;
<b>“Securities Financing Transaction” or “SFT”</b>	means a (i) total return swap; (ii) repurchase agreement; (iii) reverse repurchase agreement; or (iv) securities lending arrangement;
<b>“Securities Financing Transaction Regulation” or “SFTR”</b>	means Regulation (EU) 2015/2365 of the securities financing transactions and of reuse and amending Regulation (EU) No 648/2012;
<b>“Settlement Time”</b>	means the relevant time specified for the settlement of subscription or redemption applications in this Prospectus or the relevant Fund Supplement;
<b>“SFDR”</b>	means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector and any associated regulatory technical standards, as may be amended, supplemented, consolidated or otherwise modified from time to time;
<b>“Shares”</b>	means participating shares in the ICAV and includes, where the context so permits or requires, the Shares in a Fund which may be divided into different Classes;
<b>“Shareholder”</b>	means a registered holder of Shares;
<b>“Subscriber Shares”</b>	means the non-participating subscriber shares issued by the ICAV;
<b>“Subscription Fee”</b>	means the charge, if any, payable to the Manager, the Investment Manager or such other person as the Manager may determine, where specified in the Fund Supplement, which shall not exceed 5% of the Net Asset Value of the Shares being subscribed for and which may be waived in whole or in part at the discretion of the ICAV and/or the Manager or the Investment Manager;
<b>“Supplement”</b>	means any supplement which forms part of this Prospectus including any Fund Supplement and any Fund Schedule Supplement;
<b>“Sustainability Risk”</b>	means an environmental, social or governance event or condition that the Manager considers could have a material negative impact on the financial value of one or more investments in a Fund;

<b>"Taxonomy Regulation"</b>	means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and amending SFDR;
<b>"UCITS"</b>	means an undertaking for collective investment in transferable securities established pursuant to the UCITS Regulations;
<b>"UCITS Directive"</b>	means Directive No. 2009/65/EC of the European Parliament and of the Council of 13 July 2009 as amended by Directive No. 2014/91/EU of the European Parliament and of the Council of 23 July 2014 as may be amended or replaced;
<b>"UCITS Level 2 Regulations"</b>	means Commission Delegated Regulation (EU) 2016/438 of 17 December 2015 supplementing Directive 2009/65/EC of the European Parliament and of the Council with regard to obligations of depositaries;
<b>"UCITS Regulations"</b>	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 as amended by European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 as may be amended or replaced;
<b>"UCITS Rules"</b>	means the UCITS Regulations and the Central Bank Regulations, as such may be amended, supplemented or replaced;
<b>"UK"</b>	means the United Kingdom of Great Britain and Northern Ireland;
<b>"Umbrella Cash Account"</b>	means a single subscription and redemption account in the name of the ICAV operated at umbrella level through which subscription, redemption and dividend monies and Fund liquidation proceeds are paid;
<b>"US"</b>	means the United States of America, its territories, possessions, and all other areas subject to its jurisdiction;
<b>"US Person"</b>	means a person described in one or more of the following: <ul style="list-style-type: none"> <li>(a) with respect to any person, any individual or entity that would be a US Person under Regulation S of the 1933 Act;</li> <li>(b) with respect to individuals, any US citizen or "resident alien" within the meaning of US income tax laws as in effect from time to time; or</li> <li>(c) with respect to persons other than individuals: <ul style="list-style-type: none"> <li>(i) a corporation or partnership created or organised in the US or under the laws of the US or any state;</li> <li>(ii) a trust where: (x) a US court is able to exercise primary supervision over the administration of the trust; and (y) one or more US persons have the authority to control all substantial decisions of the trust; and</li> <li>(iii) an estate which is subject to US tax on its worldwide income from all sources;</li> </ul> </li> </ul>
<b>"Valuation Day"</b>	means each Dealing Day and such other days as the Directors, in consultation with the Manager, may decide on which the Net Asset Value per Share is calculated; and

**“Valuation Point”**

means the time on each Valuation Day at which the assets and liabilities of a Fund will be valued for the purposes of calculating the Net Asset Value, which is specified in the relevant Fund Supplement and which, where applicable, will always occur after the Dealing Cut-Off Time of the relevant Fund.

## **INTRODUCTION**

The ICAV is an Irish collective asset-management vehicle established pursuant to the ICAV Act and the Regulations, the sole object of which is the collective investment in transferable securities and other liquid financial assets referred to in Regulation 68 of the Regulations of capital raised from the public, operating on the basis of risk spreading and giving Members the benefit of the results of the management of its funds. The ICAV was registered on 17 November 2017 under registration number C174362 and was authorised by the Central Bank on 29 May 2025.

The ICAV is structured as an umbrella fund with segregated liability between Funds. The Instrument of Incorporation provides that the ICAV may offer separate Classes of Shares, each representing interests in a Fund with each Fund comprising of a distinct portfolio of Investments.

With the prior approval of the Central Bank, the ICAV from time to time may create an additional Fund or Funds. The creation of further Classes shall be notified to the Central Bank.

Applications for Shares will only be considered on the basis of this Prospectus and the latest published annual report and audited financial statements (if any) and, if published after such report, a copy of the latest semi-annual report and unaudited financial statements. These reports will form part of this Prospectus and will be available for inspection free of charge, at the offices of the Manager and the ICAV at any time during normal business hours on any day (excluding Saturdays, Sundays and public holidays in Ireland).

No person has been authorised to give any information or to make any representation in connection with the offering or placing of Shares other than those contained in this Prospectus and the reports referred to above and, if given or made, such information or representation must not be relied upon as having been authorised by the ICAV. The delivery of this Prospectus (whether or not accompanied by the reports) or any issue of Shares shall not, under any circumstances, create any implication that the affairs of the ICAV have not changed since the date of this Prospectus. Any subscription for Shares is made on the basis of this Prospectus and prospective investors should not rely on marketing materials issued by any third party.

### **Translations**

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

### **Qualified Holders**

Investors are required to notify the Administrator immediately in the event that they cease to be a Qualified Holder.

## INVESTMENT OBJECTIVE AND POLICIES

### General

The investment objective and policy for each Fund will be set out in the relevant Fund Supplement. Each Fund aims to achieve its investment objective through investment in transferable securities and liquid financial assets in accordance with the UCITS Regulations.

The transferable securities and liquid financial assets in which each 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 Fund may be invested in transferable securities and liquid financial assets which are not listed and/or traded. The Regulated Markets on which a Fund's investments will be listed and/or traded are set out in Schedule I. Each Fund may also enter into FDI as described in the section entitled "*Types and Descriptions of FDI*" and in accordance with Schedule III "*Investment Techniques and Instruments*".

As set out in the relevant Fund Supplement, certain Funds may invest in Eligible Collective Investment Schemes, subject to the limits set out in Schedule II. Unless otherwise specified in the relevant Fund Supplement, a Fund may not invest more than 10% of its Net Asset Value in Eligible Collective Investment Schemes. Such investment in Eligible Collective Investment Schemes may also include investing in other Funds. However, a Fund may not invest in another Fund which itself holds Shares in any other Fund. Where a Fund invests in another Fund, the investing Fund may not charge an annual management and/or investment management fee in respect of the portion of its assets invested in the other Fund. If the limits on investments contained in Schedule II are exceeded for reasons beyond the control of the ICAV, or as a result of the exercise of subscription rights, it shall adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of investors. Each Fund is also subject to the relevant investment policies as outlined herein and, in the case of a conflict between such policies and Schedule II, the more restrictive limitation shall apply.

Any change in the investment objective and any material change in investment policies will be subject to the prior consent of Shareholders evidenced either by a majority vote at a meeting of Shareholders of the relevant Fund or by the written consent of all of the Shareholders. In accordance with the requirements of the Central Bank, "material" changes shall be taken to mean, although not exclusively, changes which would significantly alter the asset type, credit quality, borrowing limits or risk profile of a Fund. In the event of a change in the investment objective and/or investment policy of a Fund a reasonable notification period shall be provided by the ICAV to the Shareholders to enable them to redeem their Shares prior to the implementation of the change. Please see the section of this Prospectus entitled "Meetings and Votes of Shareholders" for details regarding the procedures around meetings of Shareholders.

### Fund Investments

The Investment Manager may, on behalf of any Fund and where consistent with its investment policy, acquire unlisted Investments, invest in open-ended collective investment undertakings (whether listed or unlisted, including other Funds of the ICAV), equity and equity-related securities (such as shares of companies, preferred stock, warrants, claims, and rights), fixed income securities (such as government bonds and/or corporate bonds) and Money Market Instruments. Investment in unlisted securities is limited to 10% of Net Asset Value.

### Efficient Portfolio Management Techniques

Where specified in the relevant Fund Supplement, the Investment Manager may also, on behalf of each Fund and subject to the provisions of Schedule II and the conditions and limits laid down by the Central Bank, employ techniques and instruments relating to transferable securities, Money Market Instruments and money market collective investment schemes for hedging purposes.

The techniques and instruments which may be used are the FDI listed in the section entitled "Investment Restrictions". In circumstances where a Fund may use further techniques and

instruments, these will be disclosed in the relevant Fund Supplement. Where such techniques and instruments are used, they will be utilised in accordance with the requirements of the Central Bank, the UCITS Directive and the Eligible Assets Directive 2007/16/EC.

## **BORROWINGS**

The ICAV on behalf of the Funds may not borrow money, grant loans or act as guarantor on behalf of third parties, except as follows:

- (a) foreign currency may be acquired by means of a back-to-back loan. Foreign currency obtained by means of a back-to-back loan is not classified as borrowing for the purposes of the UCITS Regulations provided that the offsetting deposit equals or exceeds the value of the foreign currency loan outstanding. Where foreign currency obtained by means of a back-to-back loan exceeds the value of the offsetting deposit this shall be treated as borrowing for the purpose of the UCITS Regulations; and
- (b) borrowings not exceeding 10% of the total Net Asset Value of a Fund may be made on a temporary basis and the assets of the Fund may be charged as security for such borrowings.

## **DIVIDEND POLICY**

The Directors are empowered by the Instrument of Incorporation to declare and pay dividends in respect of the Shares in any Fund in the ICAV as disclosed in the relevant Fund Supplement.

It is not the intention of the Directors to declare dividends in respect of the Classes identified as “accumulating” classes in the relevant Fund Supplement. For these Classes, the income and earnings and gains of the Funds will be accumulated and reinvested. Any change to this dividend policy shall be set out in an updated version of the Fund Supplement and notified to the Shareholders in advance.

Where it is intended to declare dividends the relevant Classes shall be identified as “distributing” classes in the relevant Fund Supplement. Dividends in respect of these Classes may comprise net income (if any) and/or realised or unrealised capital gains of the Fund. In respect of certain Classes of Shares, at the discretion of the Directors and where this is provided for in the relevant Fund Supplement, dividends may also be declared and distributed out of capital. It should be remembered that any distribution out of capital lowers the value of the Shares by the amount of the distribution. As distributions may be made out of the capital of the Funds that offer such Classes, there is a greater risk for the Shareholders of the relevant Classes of that Fund that capital will be eroded and “income” will be achieved by foregoing the potential for future capital growth of the investment of the Shareholders of the relevant Classes in the Fund and the value of future returns may also be diminished. This cycle may continue until all capital is depleted. Please note that distributions out of capital made during the life of the Fund must be understood as a type of capital reimbursement and may have different tax implications to distributions of income and holders of such Classes are recommended to seek advice in this regard.

Dividends, if any, shall be paid by way of electronic transfer.

Dividends payable in respect of any particular Class shall be paid in the Class Currency. Where the Class Currency differs from the Base Currency, dividends shall be converted into the Class Currency.

### **Unclaimed Dividends**

Dividends in respect of Shares which have not been claimed within six years of their payment date shall no longer be payable to the beneficiaries and shall revert to the relevant Fund.

## **INVESTMENT RESTRICTIONS**

Each Fund's Investments will be limited to investments permitted by the UCITS Regulations, as set out in Schedule II. 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.

The Funds may employ investment techniques and listed/over the counter FDI for the purpose of hedging exposure, subject to the conditions and within the limits from time to time set forth in Schedule III. Details of the risks associated with FDI are set out in the section entitled "Risk Factors" below.

The Manager employs a risk management process which enables it to accurately measure, monitor and manage the various risks associated with such investment techniques and instruments. Any FDI not included in the risk management process will not be used until such time as a revised risk management process has been provided to the Central Bank.

The ICAV shall supply to a Shareholder on request 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.

A list of the Regulated Markets on which the FDI may be quoted or traded is set out in Schedule I. A description of the current conditions and limits laid down by the Central Bank in relation to FDI is set out in Schedule III.

The policy that will be applied to collateral arising from OTC FDI transactions relating to any Fund is to adhere to the requirements set out in Schedule III. 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 Regulations. The categories of collateral which may be received 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 III, 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 assets 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 III. 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 is re-invested, the relevant 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 relevant 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 ICAV. For further details see the section of the Prospectus and any Fund Supplement entitled "Risk Factors".

### **Currency Hedging Policy – Hedging at a Portfolio Level**

Where provided for in the relevant Fund Supplement, a Fund may employ currency hedging at portfolio level to manage currency exposure. Details of any such hedges at portfolio level are described in the relevant Fund Supplement.

**Currency Hedging Policy – Hedging at a Class Level**

Where provided for in the relevant Fund Supplement, a Fund may enter into transactions for the purposes of hedging against the currency exposure at a Class level (Hedged Classes) or may offer unhedged Classes. Details of the applicable hedging strategy for each Hedged Class will be included in the relevant Fund Supplement.

## TYPES AND DESCRIPTIONS OF FDI

Below are the types of FDI that a Fund may purchase.

### ***Options***

Options on transferable securities are rights to buy or sell a particular asset (such as equity shares or bonds) at a stated price at some date in the future within a particular period. A Fund may buy and sell call or put options on transferable securities or indexes provided that these options are traded on options exchanges or over-the-counter with broker-dealers who make markets in these options and who are financial institutions specialising in these types of transactions and are participants in the over-the-counter markets.

A Fund can also buy and sell call or put options on futures (future contracts listed on a Regulated Market), currencies ("**FX options**") and on interest rates (such as "caps" and "floors").

A Fund may also enter into options on swaps or "swaptions" i.e., rights to enter into an underlying interest rate swap at some date in the future.

### ***Futures contracts***

Futures contracts are standardised exchange-traded contracts entered into between two parties (buyer and seller) to take or make delivery of a specified quantity of financial instruments at a specified price at a future date. A futures contract may be satisfied or closed out by delivery or purchase, as the case may be, of the financial instrument. A futures contract on an index is a standardised exchange-traded contract entered into between two parties (buyer and seller) to take or make delivery of an amount of cash equal to the difference between the value of the index at the last trading day of the contract and the price at which the index contract was originally written. Contractual obligations under futures contracts, depending on whether one is the buyer or seller, may also be satisfied either by taking or making an offsetting sale or purchase of an equivalent but opposite futures contract on the same exchange prior to the delivery or settlement date. To use futures instead of using the underlying or related security or index results in lower transaction costs being incurred.

A Fund can buy and sell futures contracts on short term interest rates, equity, bonds and currencies.

### ***Swaps***

Swaps are contracts in which two parties agree to pay each other (swap) their respective commitments to pay or receive cash flows or returns calculated with respect to a "notional amount", for example 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. Most swaps do not involve the delivery of the underlying assets by either party, and the parties might not own the assets underlying the swap. The payments are usually made on a net basis so that, on any given day, the Fund would receive (or pay) only the amount by which its payment under the contract is less than (or exceeds) the amount of the other party's payment. Swap agreements are sophisticated instruments that can take many different forms. Common types of swaps in which the Funds may invest include interest rate swaps, total rate of return index swaps, credit default swaps, currency swaps, and caps and floors. 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.

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

substantial periods of time, and typically call for the making of payments on a periodic basis. Interest rate swaps may be used for hedging interest rate risks of the bonds in the portfolio.

Currency swaps (or cross currency swaps, “**CCS**”, or “**FX swaps**”) are agreements between two parties to exchange future payments in one currency for payments in another currency. These agreements are used to transform the currency denomination of assets and liabilities. Unlike interest rate swaps, currency swaps must include an exchange of principal at maturity. This exchange ensures that neither party is subject to currency risk because exchange rates are pre-determined. CCS or FX swaps may be used for currency hedging at portfolio level.

### ***Currency forward contracts***

A currency forward contract (or “**FX forward**”) is a contract to purchase or sell a foreign currency at an exchange rate determined on the date that the contract is made, but with delivery at a specified future date.

FX forwards may be used for currency hedging at portfolio level and/or for gaining currency exposure.

### ***Credit Default Swaps***

Credit default swaps (or “**CDS**”) are bilateral financial contracts in which one counterparty (the protection buyer) pays a periodic fee in return for a contingent payment by the protection seller following a credit event of a reference issuer. The protection buyer acquires the right to sell a particular bond issued by the reference issuer for its par value (or some other designated reference or strike price) when a credit event occurs. A credit event is commonly defined as bankruptcy, insolvency, receivership, material adverse restructuring of debt, or failure to meet payment obligations when due.

### ***Convertible Bonds***

A convertible bond can be converted into a predetermined amount of the issuing company’s equity at certain times during its life, usually at the discretion of the bondholder.

A Fund may use convertible bonds. When calculating a Fund’s global exposure using the commitment approach (as disclosed in the relevant Fund Supplement), the calculation methodology for convertible bonds is the same as that used to calculate the global exposure of embedded derivative convertible bonds.

### ***Callable Bonds***

A callable bond is a bond that can be redeemed by the issuer prior to its maturity at its discretion on a predefined date or dates. A Fund may use callable bonds. When calculating a Fund’s global exposure using the commitment approach (as disclosed in the relevant Fund Supplement), the calculation methodology for callable bonds is the same as that used to calculate the global exposure of embedded derivative callable bonds netted with the bond embedded in the callable. According to the Investment Manager’s methodology, that is null in particular since the sensitivities of a callable bond are always lower than those of similar bonds without a callability feature.

## RISK FACTORS

Investors' attention is drawn to the following risk factors. This does not purport to be an exhaustive list of the risk factors relating to an investment in the ICAV and investors' attention is drawn to the description of the instruments set out in the section entitled "Investment Objective and Policies".

Details of specific risks attaching to a particular Fund or Class which are additional to those described in this section will be disclosed in the relevant Fund Supplement. Potential investors should also pay attention to the applicable fees, charges and expenses of a Fund.

Prospective investors should review this Prospectus and the relevant Fund Supplement carefully and in its entirety and consult with their own financial, tax, accounting, legal and other appropriate advisers before making an application for Shares.

Prospective investors are advised that the value of Shares and the income from them may go down as well as up and, accordingly, an investor may not get back the full amount invested and an investment should only be made by persons who can sustain a loss on their investment. Past performance of the ICAV or any Fund should not be relied upon as an indicator of future performance.

The attention of potential investors is drawn to the taxation risks associated with investing in the ICAV. Please refer to the section entitled "Taxation". The financial instruments in which the ICAV invests are subject to normal market fluctuations and other risks inherent in investing in such investments and there can be no assurance that any appreciation in value will occur.

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

### 1. Risks Relating to a Fund's Investments

#### *General*

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

#### *Active Investment Management*

A Fund's Investments shall be actively managed by the Investment Manager, based on the expertise of individual fund managers, who will have discretion (subject to each Fund's investment restrictions, investment policies and strategies) to invest each Fund's assets in such a way that it considers will enable the Fund to achieve its investment objective. There is no guarantee that a Fund's investment objective will be achieved based on the assets selected.

#### *Regulatory Risk*

Legal, tax, and regulatory changes are likely to occur during the term of the ICAV and some of these changes may adversely affect the ICAV.

#### *Industry/Sector Concentration Risk*

A Fund may be concentrated in the securities of a particular industry sector or sub-sector thereof and such concentration may make the Fund more susceptible to any single occurrence affecting the industry and may subject the Fund to greater market risk than more diversified funds.

### *Global Economic and Market Conditions - Emerging Markets*

A Fund may invest in currencies, securities and instruments traded in various markets throughout the world, including Emerging Markets, some of which are highly controlled by governmental authorities. Such investments require consideration of certain risks typically not associated with investing in currencies or securities of developed markets. Such risks include, among other things, trade balances and imbalances and related economic policies, unfavourable currency exchange rate fluctuations, imposition of exchange control regulation by governments, withholding taxes, limitations on the removal of funds or other assets, policies of governments with respect to possible nationalisation of their industries, political difficulties, including expropriation of assets, confiscatory taxation and social, economic or political instability in foreign nations. These factors may affect the level and volatility of securities, prices and the liquidity of the underlying investment funds' investments. Unexpected volatility or illiquidity could impair the ICAV's profitability or result in losses. The economies of countries differ in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

### *Market Risk*

Some of the Regulated Markets in which a Fund may invest may prove to be illiquid or highly volatile from time to time and this may affect the price at which a Fund may liquidate positions to meet repurchase requests or other funding requirements. Potential investors should also note that a Fund may have exposure to the securities of small capitalisation companies which are less liquid than larger capitalisation companies and this may result in fluctuations in the price of the Shares of the relevant Fund.

The trading and settlement practices of some of the stock exchanges or markets on which a Funds may invest may not be the same as those in more developed markets, which may increase settlement risk and/or result in delays in realising investments made by a Fund. In addition, a Fund will be exposed to credit risk of parties with whom they trade and will bear the risk of settlement default.

Disclosure and regulatory standards may be less stringent in certain securities markets than those in developed OECD member countries and there may be less publicly available information on the issuers than is published by or about issuers in such OECD member countries. Consequently, some of the publicly available information may be incomplete and/or inaccurate. In some countries the legal infrastructure and accounting and reporting standards do not provide the same degree of shareholder protection or information to investors as would generally apply in many developed OECD member countries. In particular, greater reliance may be placed by the auditors on representations from the manager of a company and there may be less independent verification of information than would apply in many developed OECD member countries. The valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may also be treated differently from international accounting standards.

All banks, custodians, brokers and dealers with which the Fund will be doing business may encounter financial difficulties that impair the operational capabilities or capital position of the Funds. The Investment Manager will generally have sole discretion to select the financial institutions through which their investment transactions are executed for the underlying investments.

### *Currency Risk*

A Fund may invest in assets that are denominated in a currency other than the Base Currency of that Fund or the relevant Class Currency of the relevant Class which will create currency exposure which may not be hedged. Accordingly, the value of a Shareholder's investment may

be affected favourably or unfavourably by fluctuations in the rates of the different currencies. Shareholders should also note that, in respect of unhedged Classes, any currency conversions will take place on subscriptions, redemptions, conversions and distributions at prevailing exchange rates. Where a Fund has hedged classes, the hedging is typically carried out at the Class level but may also be carried out at the Fund level. Hedged classes seek to hedge the currency exposure arising from the Class being denominated in a currency other than (i) the Fund's Base Currency or (ii) the currencies in which the Fund's Investments are denominated. Whilst these hedging strategies are designed to ensure that the value of the hedged class generally moves in line with the value of the underlying assets of the Fund, the use of hedging strategies may substantially limit investors in the hedged class from benefiting if that currency rises against the currencies in which the Fund's Investments are denominated. With respect to a hedged Class, it is intended that the gains/losses on, and the costs of, the relevant derivatives entered into for hedging purposes will accrue to the relevant hedged Class. However, the assets and liabilities attributable to a hedged class are not "ring-fenced" from the liabilities attributable to other Classes within the same Fund due to the fact that there is no legal segregation of assets between Classes of a Fund. For hedged classes in a Fund, the derivatives used to implement such strategies shall be assets or liabilities of the Fund as a whole. Accordingly, in the unlikely event of a Fund being unable to meet liabilities attributable to any hedged Class out of the assets attributable to that hedged Class, the excess liabilities would have to be met out of the assets attributable to the other Classes of the same Fund and in those circumstances other Classes within the Fund may be adversely affected by the hedging transactions undertaken in respect of the hedged Classes.

The Net Asset Value per Share and investment performance of unhedged Classes may be affected, positively or negatively, by changes in the value of the Base Currency relative to the value of the currency in which the relevant unhedged Class is denominated.

#### *Liquidity Risk*

There may be times when securities may not be readily sold (for example, in a falling market where shares may become less liquid). The Investment Manager expects that trading volumes will generally be sufficient to satisfy liquidity requirements when necessary, however unexpectedly large withdrawals from the Funds in a short period of time could affect liquidity. Neither the ICAV nor the Investment Manager guarantees the liquidity of the Fund's investments.

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

#### *Valuation Risk*

Funds may invest some of their assets in unquoted securities or quoted securities for which there is no reliable price source available. Such investments will be valued at the probable realisation value as determined in accordance with the provisions set out in the section entitled "Determination of the Net Asset Value". Estimates of the fair value of such investments are inherently difficult to establish and are the subject of substantial uncertainty. A Fund may, for the purpose of efficient portfolio management, invest in derivative instruments and there can be no assurance that the value as determined in accordance with the section entitled "Determination of the Net Asset Value" reflects the exact amount at which those instruments may be "closed out".

### *Financial Derivatives, Techniques and Instruments Risks*

The Investment Manager expects to use derivatives within tight guidelines (refer to Investment Restrictions above). Derivatives introduce an extra element of risk to the Fund that may be hard to quantify. The prices of derivative instruments, including forward foreign exchange contracts are highly volatile. Price movements of forward contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, amongst other things, interest rate fluctuations. The use of these techniques and instruments also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the price movements of the derivatives and price movements of related instruments, (3) the fact that skills needed to use these instruments are different from those needed to select the securities owned by any of the Funds, (4) the possible absence of a liquid market for any particular instrument at any particular time; which may result in possible impediments to effective portfolio management or the ability to meet redemptions.

#### *Collateral Risk*

Collateral or margin may be passed by a Fund to a counterparty or broker in respect of OTC FDI transactions. Assets deposited as collateral or margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy. As the Funds may reinvest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank, a Fund reinvesting cash collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

#### *Over-the-Counter Markets Risk*

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

#### *Derivative Instrument Risk*

The Funds may be invested in FX forward derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

#### *Counterparty Risk*

Counterparty Risk is the risk that the counterparty to an OTC transaction will be unable to meet its contractual obligations. Each Fund may have credit exposure to counterparties by virtue of unrealised gains on forward foreign exchange contracts held by the Fund. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights.

### *Settlement Risk*

The risk that the counterparty to a Fund will fail to deliver the terms of a contract at the time of the settlement. Settlement risk can be risk associated with default at settlement and any timing differences in settlement between two parties.

### *Basis Risk*

The risk that a derivative value does not track the underlying notional asset. This is only relevant if the instrument is traded prior to maturity. Where this is the case, basis risk is measured as an additional independent source of volatility.

### *Legal and Documentation Risk*

Applies to OTC contracts. The risk of loss due to an unexpected application of a law or regulation, or because contracts are not legally enforceable or documented correctly.

### *Forward Trading Risk*

A Fund may enter into forward contracts. Forward contracts do not have standard terms and are not traded on exchanges. Each transaction is carried out by individual agreements, with banks and dealers acting as principals. Trading in forwards and “cash” trading are both largely unregulated; there is no limitation on daily price movements and speculative position limits are not applicable to the markets, which can be highly illiquid because the principals involved are not obliged to make markets in the currencies or commodities they trade. At times, participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in any market because of unusually high trading volume, political intervention or other factors. The imposition of controls by governmental authorities might also limit such forward (and futures) trading, to the possible detriment of a Fund. Market illiquidity or disruption could result in major losses to a Fund. The Fund may be exposed to credit risks on the counterparties and to risks associated with settlement default. Such risks could result in substantial losses to a Fund.

### *Equity Market Risk*

A Fund with exposure to equities is subject to equity market risk. Equity 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 Fund will go up and down with the prices of securities in which the Fund invests. The prices of equity securities 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. Investment in stocks may be more volatile and risky than some other forms of investment.

### *Volatility Risk*

Prices of securities may be volatile. Price movements of securities are difficult to predict and are influenced by, among other things, speculation, changing supply and demand relationships, governmental trade, fiscal, monetary and exchange control programs and policies, national and international political and economic events, climate, changes in interest rates, and the inherent volatility of the market place. Volatility may also be due to the fluctuations in the exchange rate of currencies. During periods of uncertain market conditions the combination of price volatility and the less liquid nature of securities markets may, in certain cases, affect a Fund's ability to acquire or dispose of securities at the price and time it wishes to do so, and consequently may have an adverse impact on the investment performance of the Fund.

### *Inflation Risk*

Inflation risk is the potential for the value of assets or income from investments to decrease as a result of eroding purchasing power of money over time (i.e. positive inflation rate). Inflation can lead to higher interest rates, which can negatively impact fixed-income securities prices. Additionally, inflation may increase the cost of commodities and labour, which may impact negatively earnings of companies and therefore corporate asset prices. Unless specifically stated, the Fund's objective is not to protect the investors from the potential effect of inflation over time. Thus, inflation may have a negative impact on the Fund's return especially if accounted in real terms (i.e. adjusted from the rate of inflation).

### *Political Risks*

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

### *Off-Exchange Transactions*

While some off-exchange markets are highly liquid, in particular the markets in which the Funds are expected to operate, transactions in off-exchange, or non-transferable, derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted, and even where they are, they will be established by dealers in these instruments and, consequently, it may be difficult to establish what a fair price is.

### *Global Investments Risk*

Investments in foreign securities, i.e. securities denominated in a currency different from a Fund's Base Currency, offer potential benefits not available from investments solely in securities denominated in a Fund's Base Currency. However, it also involves significant risks that are not typically associated with investing in securities denominated in a Fund's Base Currency. Indeed, foreign investments may be affected by movements of exchange rates, changes in laws or restrictions applicable to such investments and changes in exchange control regulations (e.g. currency blockage).

In addition, if a Fund offers unhedged currency Share Classes denominated in a currency different from the Fund's Base Currency, the investor is exposed to foreign exchange risks at Share Class level as the value of this kind of Shares depends on the prevailing spot foreign exchange rate between the two currencies.

Issuers are generally subject to different accounting, auditing and financial reporting standards in different countries throughout the world. The volume of trading, the volatility of prices and the liquidity of issuers may vary in the markets of different countries. In addition, the level of government supervision and regulation of securities exchanges, securities dealers and listed and unlisted companies is different throughout the world. The laws of some countries may limit a Fund's ability to invest in securities of certain issuers located in those countries.

Different markets have different clearance and settlement procedures. Delays in settlement could result in temporary periods when a portion of the Fund's assets is uninvested and no return is earned thereon. The inability of the Funds to make intended securities purchases due to settlement problems could cause the Funds to miss attractive investments opportunities. Inability to dispose of a Fund's securities due to settlement problems could result either in losses to the Fund, due to subsequent declines in value of the Fund's securities, or, if the Fund has entered into a contract to sell the securities, could result in possible liability to the purchaser.

With respect to certain countries, there is a possibility of expropriation or confiscatory taxation, imposition of withholding taxes on dividend or interest payments, limitations on the removal of a Fund or other assets of the Fund, political or social instability or diplomatic developments, which could affect investments in those countries.

An issuer of securities may be domiciled in a country other than a country in which currency the instrument is denominated.

The values and relative yields of investments in the securities markets of different countries, and their associated risks, are expected to change independently of each other. Investments in sovereign debt obligations by the Funds involve risks not present in debt obligations of corporate issuers. The issuer of the debt or the governmental authorities that control the repayment of the debt may be unable or unwilling to repay principal or interest, when due in accordance with the terms of such debt, and the Funds may have limited recourse to compel payment in the event of a default.

Periods of economic uncertainty may result in volatility of market prices of sovereign debt and in turn a Fund's Net Asset Value. A sovereign debtor's willingness or ability to repay principal and pay interests in a timely manner may be affected by, among other factors, its cash flow situation, the extent of its foreign currency reserves, the availability of sufficient foreign exchange on the date a payment is due, the relative size of the debt service burden to the economy as a whole, the sovereign debtor's policy toward international lenders and the political constraints to which a sovereign debtor may be subject.

#### *Limited Operating History*

The ICAV is a recently formed and authorised entity with limited operating history upon which prospective investors may evaluate a Fund's likely performance.

To the extent applicable, the past performance of other investment products managed by the Investment Manager's investment professionals are not a proxy for the potential future performance of the Funds.

#### *Performance Fee Risk*

The Investment Manager may be entitled to receive a performance fee in respect of a Fund or certain Classes of Shares of a Fund where specified in the relevant Fund Supplement. Such compensation arrangements may create an incentive for the Investment Manager to make investments that are riskier or more speculative than would be the case if such performance fee arrangements were not in place. As a performance fee may be based on net realised and net unrealised gains or losses at the end of a calculation period, the performance fee may be paid on unrealised gains which may subsequently never be realised. In addition, performance fees may accrue as a result not just of the performance of the Investment Manager but also as a result of market movements affecting the value of a Fund's assets. Shareholders who acquire Shares after a particular calculation period has commenced may be liable to a performance fee at the end of that calculation period which represents the performance of those Shares over the entire calculation period rather than the period during which they hold the Shares. This may result in these shareholders bearing a performance fee that is higher or lower than if it was calculated strictly for the period they hold the Shares.

#### *Sustainability Risk*

Pursuant to SFDR, the Manager is required to disclose the manner in which Sustainability Risk is integrated into the investment process of the Funds and the results of the assessment of the likely impacts of Sustainability Risks on the returns of each Fund. Please refer to the relevant Supplement for each Fund for further information.

## 2. Risks relating to the Operation of the Funds

### *Operational Risk*

The ICAV is reliant upon the performance of third party service providers for its executive functions. In particular, the Manager, the Investment Manager, the Depositary and the Administrator will be performing services which are integral to the operation of the ICAV. Failure by any service provider to carry out its obligations to the ICAV in accordance with the terms of its appointment, including in circumstances where the service provider has breached the terms of its contract, could have a materially detrimental impact upon the operations of the ICAV.

A Fund's investments may be adversely affected due to the operational process of the ICAV or its service providers. A Fund may be subject to losses arising from inadequate or failed internal controls, processes and systems, or from human or external events.

### *Net Asset Value Considerations*

Net Asset Value per Share in respect of each Class is expected to fluctuate over time with the performance of a Fund's investments. As a result, an investment should be viewed as long-term. A Shareholder may not fully recover their initial investment when their Shares are redeemed.

Separately, a Fund may invest some of its assets in unquoted financial instruments. Such financial instruments may be valued by the Investment Manager or its delegate in good faith as to their probable realisation value. Such financial instruments are inherently difficult to value and may be the subject of substantial uncertainty. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales or "close-out" prices of such financial instruments.

### *No Right to Control the Operation of the ICAV*

Shareholders will have no right to control the daily operations, including investment and redemption decisions, of the Funds.

### *Risk of Substantial Redemptions*

Although it is expected that the Funds will trade in very liquid instruments, it is possible that substantial redemptions by Shareholders could require a Fund to liquidate securities positions or other investments more rapidly than would otherwise be desirable, possibly reducing the value of the relevant Fund's investments. In particular, substantial redemptions typically require that a representative proportion of a Fund's investments are liquidated to finance any redemption payments. In circumstances where any of the Funds' investments are subject to a prolonged limit or other restriction in trading, a suspension or other form of disruption and the relevant Fund is unable to liquidate such investments, and/or the Fund is unable to liquidate such investments at prices which the Directors (or their delegates) deem to be their then-current fair or probable realisation value, in order to finance any redemption application that has been accepted, the Fund in question may need to liquidate a higher proportion of its other investments, pay redemption proceeds out of its cash assets or borrow cash on a temporary basis.

In such circumstances, there is a risk that the fair or probable realisation value determined by the Directors (or their delegates) for a particular illiquid Investment at the point at which any redemption price for Shares in the Fund is determined may subsequently be determined to be less than originally valued, and may in certain circumstances, including but not limited to circumstances where the relevant investment remains illiquid on a more permanent basis than originally anticipated by the Directors, be determined to have a zero value. Where a Fund has made redemption payments based on a fair or probable realisation value determined for an investment and the subsequent market value is later determined to be less, the Fund will incur losses. Such losses may be substantial where the aggregate value of redemption requests accepted for the relevant Dealing Day are significant.

Reduction in the size of a Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

In addition, there is a risk that the level of redemptions in a Fund may become such that the remaining investments of the Fund are not at a level that makes proper management of the Fund viable. In these circumstances, the Investment Manager may, acting in the best interests of remaining Shareholders, sell underlying positions and manage the Fund on a cash basis in anticipation of a decision by the Directors or the Shareholders to terminate the Fund.

*Temporary Suspension of Valuation of the Shares and of Sales, Repurchases and Conversions*

Investors are reminded that in certain circumstances their right to redeem or convert Shares may be temporarily suspended. In the event that the ICAV has to suspend the subscription and/or redemption of Shares of a Fund or Class, or if a stock exchange on which a Fund's underlying investments are traded is closed, it is expected that larger discounts or premiums to the Net Asset Value per Share of the relevant Class could arise.

*Potential Conflicts Relating to Determination of Probable Realisation Value*

There is no prohibition on the Manager, the Depositary, the Administrator, the Investment Manager or any other party related to the ICAV acting as a "competent person" for the purposes of determining the probable realisation value of an asset of a Fund in accordance with the valuation provisions outlined in the section entitled "Determination of the Net Asset Value". Investors should note however, that in circumstances where fees payable by the ICAV to such parties are calculated based on the Net Asset Value of the relevant Fund, a conflict of interest may arise as such fees will increase if the Net Asset Value of the Fund increases. Any such party will endeavour to ensure that such conflicts are resolved fairly and in the best interests of the investors.

*Risks Associated with Umbrella Cash Accounts*

The ICAV may establish umbrella cash accounts designated in different currencies in the name of the ICAV (which may relate to a number of Funds). All subscriptions, redemptions or dividends payable to or from each relevant Fund will be channelled and administered through such ICAV cash accounts. The monies held in an Umbrella Cash Account may be commingled with the assets and liabilities of the other Funds and will be exposed to counterparty risk, the risk of market conditions generally, the Fund's creditors and any other risks affecting the relevant Fund such as the incorrect recording of the assets and liabilities attributable to individual Funds. In the event of an insolvency of the Fund, there is no guarantee that the Fund will have sufficient funds to pay unsecured creditors (including Shareholders entitled to the subscription, redemption and dividend payments described above) in full.

Monies attributable to other Funds within the ICAV may also be held in the Umbrella Cash Account. In the event of the insolvency of a Fund (an "**Insolvent Fund**"), the recovery of any amounts to which another Fund (the "**Beneficiary Fund**") is entitled, but which may have transferred in error to the Insolvent 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 Fund may have insufficient funds to repay amounts due to the Beneficiary Fund. No interest will be paid on the amounts held in the Umbrella Cash Account prior to the payment of redemption, dividend or liquidation proceeds. Any interest earned on the monies in the Umbrella Cash Account will be for the benefit of the relevant Fund and will be allocated to the Fund on a periodic basis for the benefit of the Shareholders at the time of the allocation.

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 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 Fund. In the event that the ICAV is unable to recoup such amounts from the defaulting investor, the relevant Fund may incur losses or expenses in anticipation of receiving such amounts, for which the relevant Fund, and consequently its Shareholders, may be liable. The use of umbrella cash accounts is subject to Central Bank guidance on umbrella cash accounts and may be subject to change. Therefore, the structure of the Umbrella Cash Account(s) maintained by the ICAV and/or any other accounts through which subscription, redemption, dividend and liquidation monies are managed and paid may change from that outlined in this Prospectus.

#### *Cyber Security Risk*

Like other business enterprises, the use of the internet and other electronic media and technology exposes the ICAV, the ICAV's service providers, and their respective operations, to potential risks from cyber-security attacks or incidents (collectively, "cyber-events"). Cyber-events may include, for example, unauthorised access to systems, networks or devices (such as, for example, through "hacking" activity), infection from computer viruses or other malicious software code, and attacks which shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. In addition to intentional cyber-events, unintentional cyber-events can occur, such as, for example, the inadvertent release of confidential information. Any cyber-event could adversely impact the ICAV and the investors, and cause a Fund to incur financial loss and expense, as well as face exposure to regulatory penalties, reputational damage, and additional compliance costs associated with corrective measures. A cyber-event may cause the ICAV, a Fund, or the ICAV's service providers to lose proprietary information, suffer data corruption, lose operational capacity (such as, for example, the loss of the ability to process transactions, calculate the Net Asset Value of a Fund or allow subscriptions or redemptions by investors) and/or fail to comply with applicable privacy and other laws. Among other potentially harmful effects, cyber events also may result in theft, unauthorised monitoring and failures in the physical infrastructure or operating systems that support the ICAV and the ICAV's service providers. In addition, cyber-events affecting issuers in which a Fund invests could cause the Fund's Investments to lose value. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

#### *European Benchmarks Regulation*

The Benchmarks Regulation entered into force on 30 June 2016. It is directly applicable law across the EU. The majority of its provisions applied from 1 January 2018. The Benchmarks Regulation applies principally to administrators and also, in some respects, to contributors and certain users of benchmarks which in certain circumstances can include investment funds such as the ICAV and its Funds.

The Benchmarks Regulation among other things: (i) requires benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and make significant changes to the way in which benchmarks falling within scope of the Benchmarks Regulation are governed (including reforms of governance and control arrangements, obligations in relation to input data, certain transparency and record-keeping requirements and detailed codes of conduct for contributors); and (ii) prevents certain uses of benchmarks provided by unauthorised administrators by supervised entities in the EU.

For all Funds that come within the scope of the Benchmarks Regulation, the ICAV shall request the applicable benchmark administrator for each benchmark used by a Fund to confirm that the benchmark administrators are, or intend to procure that they are, included in the ESMA Register.

In addition, a robust written plan shall be adopted by the ICAV to address the contingency of a benchmark changing materially or ceasing to be provided in accordance with the Benchmarks Regulation.

### **3. Umbrella Structure of the ICAV and Cross Liability Risk**

#### *Cross Liability between Funds*

A Fund will be responsible for paying its fees and expenses regardless of the level of its profitability. The ICAV is an umbrella fund with segregated liability between Funds and 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 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 Funds would necessarily be upheld.

#### *Cross Liability between Share Classes*

Although there is an accounting attribution of assets and liabilities between Share Classes, there is no legal segregation with respect to Share Classes of the same Fund. Therefore, if the liabilities of a Share Class exceed its assets, creditors of said Share Class may seek to have recourse to the assets attributable to the other Share Classes of the same Fund. A transaction relating to a Share Class could adversely affect the other Share Classes of the same Fund despite any mechanisms put in place to mitigate this risk.

### **4. Taxation Risk**

Statements in this Prospectus concerning the taxation of Shareholders and investors, the ICAV or a Fund are based on law and regulation and, in particular, the ICAV's understanding of the practice of the Revenue Commissioners as at the date of this Prospectus. Any change in the tax status of the ICAV or a Fund, or in accounting standards, or a change in tax legislation or the tax regime, or in the practice relating to, the interpretation or application of tax legislation applicable to the ICAV, a Fund or the Investments of a Fund, could affect the value of the Investments held by the Fund, the Fund's ability to achieve its stated objective, the Fund's ability to provide dividends to Shareholders and/or alter the post-tax returns to Shareholders. It is possible that any legislative changes or change in tax treatment may have retroactive effect. The information contained in this Prospectus is intended as a guide only and is not a substitute for professional advice.

Some of the Funds may be subject to withholding and other taxes, including but not limited to capital gains, income and transaction taxes in countries other than Ireland. The ICAV may or may not be able to benefit from a reduction in the rate of such foreign tax by virtue of the double taxation treaties between Ireland and other countries. In particular, access to the double taxation treaty between Ireland and the US depends on various uncertain elements, including the extent of qualifying trading in the Funds. Tax laws and regulations are subject to change, and such changes may have retroactive effect. In addition, the interpretation and application of tax laws and regulations by tax authorities may not be as consistent and transparent in certain jurisdictions as in others. As a result, Funds may not in practice be able to obtain relief of tax they are formally entitled to.

An investor that is eligible for an exemption from Irish withholding tax is required to provide a Relevant Declaration to the ICAV confirming their status as a condition of obtaining the exemption.

If, as a result of the status of a Shareholder, the ICAV or a Fund becomes liable to account for tax, in any jurisdiction, including any interest or penalties thereon, the ICAV or a Fund shall be entitled to deduct such amount from any payment(s) made to such Shareholder, and/or to compulsorily redeem, repurchase or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares for the purposes of obtaining sufficient monies to discharge any such liability. The relevant Shareholder shall indemnify and keep the ICAV or a Fund indemnified against any loss arising to the ICAV or a Fund by reason of the ICAV or a Fund becoming liable to account for tax and any interest or penalties thereon on the happening of an event giving rise to a tax liability including if no such deduction, appropriation or cancellation has

been made. The ICAV reserves the right to refuse to register a transfer of Shares until it receives a Relevant Declaration.

Investors are advised to consult their own tax advisers in relation to their personal circumstances and suitability of this investment. Please see the section entitled "Taxation".

#### *OECD Model GloBE Rules and the EU Directive on GloBE Rules*

Investors should be aware that the Global Anti-Base Erosion Model Rules, which are aimed at ensuring that Multinational Enterprises ("**MNEs**") will be subject to a global minimum 15% tax rate from 2023 ("**GloBE Rules**") (also known as Pillar Two), could result in additional tax being suffered by the ICAV and/or the Fund. The ICAV/Fund may not be within scope of the GloBE Rules or, if within scope, may qualify as an Excluded Investment Entity, in which case the GloBE Rules would not have any impact on the ICAV/Fund and its investors. However, there is still considerable uncertainty surrounding the exact scope and impact of the GloBE Rules, meaning that the possibility that the ICAV may suffer additional tax cannot be excluded.

#### *Risks associated with US Assets*

FATCA, which applies to certain payments, is essentially designed to require reporting of Specified US Person's direct and indirect ownership of non-US accounts and non-US entities to the US Internal Revenue Service, with any failure to provide the required information resulting in a 30% US withholding tax on direct US investments (and possibly indirect US investments). In order to avoid the 30% withholding tax on certain United States source payments made after 30 June 2014 (in the case of gross proceeds, after 31 December 2016), the ICAV will be required to comply with the Intergovernmental Agreement ("**IGA**") signed by Ireland and the US to implement FATCA, pursuant to which they will be required to identify and report on certain direct and indirect United States owners or investors (see section entitled "The Foreign Account Tax Compliance Act ("**FATCA**")" in Taxation for further details).

Each Shareholder will be required to (and by applying for Shares agrees to) provide the necessary information to comply with such information reporting as required under the Ireland - US IGA and draft implementing regulations. Any such information provided to the ICAV may be shared with the US Internal Revenue Services (the "**IRS**"). Shareholders are deemed to have given their consent to the disclosure of information. If a Shareholder either fails to provide correct, complete and accurate information that may be required for the ICAV to comply with FATCA or is a non-participating foreign financial institution ("**NPFFI**"), the ICAV will be obliged to include the relevant Shareholder as a reportable account under the IGA. The ICAV may also repurchase the Shareholder's Shares, or take certain other actions to mitigate the consequences of a Shareholder's failure to comply with the requirements described above.

The ICAV will endeavour to satisfy the requirements imposed on the ICAV by the IGA to avoid the imposition of FATCA withholding tax. However, in the event of significant non-compliance by the ICAV with the requirements imposed by the IGA and the ICAV suffering US withholding tax on its investments as a result of non-compliance, the net asset value of the ICAV may be adversely affected and the ICAV may suffer significant loss as a result. It is however the intention of the ICAV to comply with its obligations under the terms of the IGA.

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

## **5. Counterparty and credit risk**

#### *Counterparty Risk (generally)*

Where a Fund enters into transactions in over-the counter FDI markets or engages in efficient portfolio management techniques, this will expose a Fund to the credit of its counterparties and their ability to satisfy the terms of such contacts. The ICAV will typically seek to reduce the credit

risk to that counterparty by ensuring the value of such transactions are marked to market on a daily basis and, where a Fund has an exposure to the counterparty, seeking cash collateral or other eligible collateral (of a quality determined to be acceptable for UCITS funds) from the counterparty where such exposure exceeds the limits prescribed by the Central Bank under the UCITS Regulations. In accordance with standard industry practice, it is the policy of the ICAV to, in relation to each Fund, net exposures against its counterparties therefore limiting potential loss.

In the event of a bankruptcy or other default of a counterparty, a Fund could experience delays in liquidating any collateral held by it. There is a risk that the value of the collateral may fall below the value of the transaction entered into with the counterparty. A Fund could thus lose money in the event of a decline in the value of the collateral provided or of the investments made with cash collateral. This could have the effect of reducing levels of capital and income in the Fund and could result in lack of access to income during this period as well as the Fund being obliged to incur a degree of expense to enforce its rights.

A Fund may invest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank. A Fund investing collateral will be exposed to the risk associated with such Investments, such as failure or default of the issuers of the relevant Investments. For example, a Fund may invest cash collateral received in certain money market funds, and it will therefore be exposed to the risk associated with investing in a money market fund such as financial services industry risk. A Fund may have to transact with counterparties on standard terms which it may not be able to negotiate and may bear the risk of loss because a counterparty does not have the legal capacity to enter into a transaction or if the transaction becomes unenforceable due to relevant legislation and regulation or because the contract with the counterparty does not accurately reflect the intention of the parties, is otherwise not documented correctly or is legally unenforceable.

There is also a possibility that ongoing FDI transactions may be terminated unexpectedly as a result of events outside the control of the ICAV, 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.

#### *Counterparty Risk to the Depositary*

The Depositary shall be liable to the ICAV and its Shareholders for the loss by the Depositary or a sub-custodian of financial instruments held in custody. In the case of such a loss, the Depositary is required, pursuant to the UCITS Regulations, to return the financial instrument of an identical type or the corresponding amount to the ICAV without undue delay, unless the Depositary can prove that the loss arose as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. This standard of liability only applies to assets capable of being registered or held in a securities account in the name of the Depositary or a sub-custodian and assets capable of being physically delivered to the Depositary.

The Depositary shall also be liable to the ICAV and its Shareholders for all other losses suffered by the ICAV and/or its Shareholders as a result of the Depositary's negligent or intentional failure to fully fulfil its obligations pursuant to the Irish Regulations. In the absence of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the UCITS Regulations, the Depositary may not be liable to the ICAV or its Shareholders for the loss of an asset of a Fund which is not capable of being registered or held in a securities account in the name of the Depositary or a sub-custodian or being physically delivered to the Depositary.

The liability of the Depositary is not affected by the fact that it has entrusted the custody of the ICAV's assets to any third party. In the event that custody is delegated to local entities that are not subject to effective prudential regulation, including minimum capital requirements, and supervision in the jurisdiction concerned, prior Shareholder notice will be provided advising of the risks involved in such delegation. Local custody services remain underdeveloped in many

emerging market countries and there are risks involved in dealing in such markets. In certain circumstances, the Fund may not be able to recover some of its Investments. Such circumstances may include any acts or omissions or the liquidation, bankruptcy or insolvency of a sub-custodian, retroactive application of legislation and fraud or improper registration of title.

As noted above, in the absence of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the UCITS Regulations, the Depositary may not be liable to the ICAV or its Shareholders for the loss of a financial instrument (as defined in the Irish Regulations) belonging to a Fund which is not capable of being registered or held in a securities account in the name of the Depositary or a sub-custodian or being physically delivered to the Depositary. Accordingly, while the liability of the Depositary is not affected by the fact that it has entrusted the custody of the ICAV's assets to a third party, in markets where custodial and/or settlement systems may not be fully developed, a Fund may be exposed to sub-custodial risk in respect of the loss of such assets in circumstances whereby the Depositary may have no liability.

#### *Credit Risk*

Each Fund will be exposed to a credit risk on parties with whom it trades and may also bear the risk of settlement default.

## **SHARES**

The ICAV may issue Shares of any Class of any Fund and on such terms as it may from time to time determine.

As with other Irish vehicles limited by shares, the ICAV is required to maintain a register of Shareholders.

All subscriptions for and redemptions of Shares are dealt on a forward pricing basis (i.e., by reference to the Net Asset Value per Share calculated as at the Valuation Point for the relevant Dealing Day).

The Directors reserve the rights to issue fractional Shares.

Any specific terms and conditions and/or procedures and settlement details applicable to the subscription and redemption of Shares of a particular Class which supplement and/or vary the procedures described below will be set out in the relevant Fund Supplement. The Directors reserve the right to issue amended or additional procedures relating to subscription and redemption of Shares, which will be notified to Shareholders in advance.

Further details of the applicable subscription and redemption procedures in respect of Shares is set out in the section entitled “Dealing in Shares of the Fund” and in the relevant Fund Supplement.

## **SUBSCRIPTIONS AND REDEMPTIONS**

### **General**

The ICAV has absolute discretion to accept or reject in whole or in part any subscription for Shares without assigning any reason therefor. The ICAV may impose such restrictions as it believes necessary to ensure that no Shares are acquired by persons who are not Qualified Holders.

No Shares of any Fund or Class will be issued or allotted during a period when the determination of Net Asset Value of that Fund or Class is suspended.

The ICAV may charge a Subscription Fee in respect of the Shares which may be waived in whole or in part at the discretion of the ICAV and/or the Manager (or its appointed delegates).

The Administrator and/or the ICAV reserve the right to request further details from an applicant for Shares. Each applicant must notify the Administrator of any change in their details and furnish the ICAV with whatever additional documents relating to such change as it may request. Amendments to an applicant's registration details and payment instructions will only be effected upon receipt by the Administrator of documentation signed by the authorised signatories on the account.

The ICAV, the Manager and the Administrator shall be indemnified and held harmless by the applicant against any loss arising as a result of a failure to process the subscription if information that has been requested by the ICAV or the Administrator has not been provided by the applicant.

### **Subscriptions**

Save in relation to Qualified Holders, there is no restriction on the type of investor who may subscribe for Shares.

Shares will be issued in registered form only. It is not intended to issue share certificates in respect of Shares. Instead, a trade confirmation will be issued by the Administrator to Shareholders of Shares.

All applicants applying for the first time to subscribe for Shares in any Fund must first complete the ICAV's Application Form which may be obtained from the Investment Manager. The signed Application Form should be sent to the Administrator with supporting documentation in relation to money laundering prevention checks. No Shares shall be issued until the applicant has completed and delivered to the Administrator the Application Form and supporting anti-money laundering documentation. The ICAV has absolute discretion to accept or reject any Application Form.

Measures aimed at the prevention of money laundering require an applicant to provide verification of identity to the ICAV. The ICAV and/or the Administrator will specify what proof of identity is required, including but not limited to a passport or identification card duly certified by a public authority such as a notary public, or the ambassador in their country of residence, together with evidence of the applicant's address, such as a utility bill or bank statement. In the case of corporate applicants, this may require production of a certified copy of the certificate of incorporation (and any change of name), by-laws, memorandum and articles of association (or equivalent), and the names and addresses of all directors and beneficial owners.

The Administrator reserves the right to request further details or evidence of identity from an applicant for Shares. Investors must provide such declarations as are reasonably required by the ICAV, including, without limitation, declarations as to matters of Irish and US taxation. In this regard, prospective investors should take into account the considerations set out in the sections entitled "Declaration as to Status of Investor" and "Taxation".

Once the Application Form and supporting anti-money laundering documentation has been processed by the Administrator and accepted by, or on behalf of, the ICAV, an applicant may submit a dealing request to subscribe for Shares in a Fund to the Administrator. Dealing forms may be obtained from the Administrator. Subscription orders are subject to the Dealing Cut-Off Time. Deal

instructions received after the Dealing Cut-Off Time may be accepted for that Dealing Day, at the discretion of the Directors or their delegate, in exceptional circumstances, provided they are received prior to the Valuation Point. An applicant may submit a dealing request to subscribe for Shares in a Fund by an electronic order entry facility or by submitting a dealing form to the Administrator. Dealing forms may be obtained from the Administrator. The use of an electronic order entry facility is subject to the prior consent of the Manager or the Administrator and must be in accordance with and comply with the requirements of the Central Bank. Telephone calls may be recorded.

All applications for Shares are at the applicant's own risk. Dealing forms and dealing requests, once submitted, shall be irrevocable save with the consent of the Directors or their delegate (which may be withheld at their discretion). None of the ICAV, the Manager, the Investment Manager or the Administrator shall be responsible for any losses arising in the transmission of Application Forms and dealing forms or for any losses arising in the transmission of any dealing request by facsimile, email or through an electronic order entry facility.

It is anticipated that subscriptions for Shares will primarily be cash subscriptions, unless otherwise agreed with the Manager.

Subscription orders for Shares will normally be accepted in amounts equal to, or at least the value of, the Minimum Subscription Amount listed for each of the Funds in the relevant Fund Supplement.

During any Initial Offer Period determined by the Directors in relation to each Class of Shares, such Shares will be offered at an Initial Offer Price, as set out in the relevant Fund Supplement. Outside of the Initial Offer Period, Shares may be subscribed for on each Dealing Day at the Net Asset Value per Share in the relevant Class Currency.

The Dealing Cut-Off Time for all subscriptions is set out in the relevant Fund Supplement.

#### *Failure to Settle*

If payment in full in cleared funds in respect of a subscription has not been received by the relevant time, the Manager may cancel the allotment and the applicant for Shares shall indemnify the ICAV for any loss suffered by the Fund as a result of a failure by the applicant to pay the subscription monies by the relevant time. In addition, the Manager will have the right to sell all or part of the applicant's holding of Shares in the Fund (or in any other Fund) in order to meet some or all of these charges.

#### *In Specie Subscriptions*

It is not intended to offer in specie subscriptions in respect of Shares in a Fund.

### **Redemptions**

Shares may be redeemed on every Dealing Day (save during any period when the calculation of the Net Asset Value is suspended) at the Net Asset Value per Share less any Redemption Fee.

Applications for redemptions received by the Administrator for any Dealing Day before the relevant Dealing Cut-Off Time will be processed by the Administrator for that Dealing Day by reference to the Net Asset Value per Share. Any applications received after the Dealing Cut-Off Time will normally be held over until the next Dealing Day but may be accepted for dealing on the relevant Dealing Day (at the discretion of the Directors or their delegates) provided that such applications are received prior to the Valuation Point for such Dealing Day.

No redemption will be made until the applicant has completed and delivered to the Administrator a redemption request and satisfied all the requirements of the Directors and the Manager as to such applicant's redemption request. Redemption requests shall (save as determined by the Manager) be irrevocable by the applicant and, following acceptance of such application by the ICAV, will be binding on both the applicant and the ICAV and shall be sent in such manner as may be required by the Administrator and in accordance with the requirements of the Central Bank. The Administrator will not make redemption payments to third parties and will not pay redemption proceeds until an

Application Form has been received from the redeeming Shareholder and all anti-money laundering procedures have been completed. Should the Shareholder wish for redemption payments to be made into an account other than that specified in the Application Form, then the Shareholder must submit a request in writing to the Administrator prior to, or at the time of, the redemption request. The proceeds from redemption requests received electronically by the Administrator will only be paid to the account of record of the redeeming Shareholder.

If total redemption requests for a particular Fund on any Dealing Day represent 50% or more of the Net Asset Value of a Fund or of the total number of Shares of a Fund, each redemption request in respect of Shares in such Fund may, at the discretion of the Manager, be reduced rateably so that the total number of Shares of such Fund for redemption on that Dealing Day shall not exceed 50% of the Net Asset Value or of the total number of Shares of such Fund. Any part of a redemption request to which effect is not given by reason of the exercise of this power by the Manager shall be treated as if a request had been made in respect of the next Dealing Day and each succeeding Dealing Day (in relation to which the Manager shall have the same power) until the original requests have been satisfied in full.

The redemption price of Shares is based on the Net Asset Value per Share less any Redemption Fee, which may be waived in whole or in part at the discretion of the ICAV and/or the Manager.

The Dealing Cut-Off Time for all redemptions is set out in the relevant Fund Supplement.

Unless otherwise specified in the relevant Fund Supplement, redemption proceeds will normally be paid to investors within five Business Days of the relevant Dealing Day but in any event within 10 Business Days of the relevant Dealing Cut-Off Time.

It is anticipated that redemptions of Shares will primarily be cash redemptions, unless otherwise agreed with the Manager.

Any requests for details regarding redemptions should be made in advance of the Dealing Cut-Off Time in accordance with any procedures prescribed by the Manager (or its delegate) from time to time.

#### *In Specie Redemptions*

It is not intended to offer in specie redemptions in respect of Shares of a Fund.

## **DEALING INFORMATION**

### **Declaration as to Status of Investor**

The ICAV will be required to deduct tax on redemption monies and dividends at the applicable rate unless it has received from the relevant applicant (in respect of redemptions) or Shareholder (in respect of dividends) a Relevant Declaration. The ICAV reserves the right to redeem such number of Shares held by such applicant (in respect of redemptions) or Shareholder (in respect of dividends) (as relevant) as may be necessary to discharge the tax liability arising. In addition, the ICAV will be required to account for tax at the applicable rate on the value of the Shares transferred to another entity or person unless it has received from the transferor a Relevant Declaration. The ICAV reserves the right to redeem such number of Shares held by the transferor as may be necessary to discharge the tax liability arising. The ICAV reserves the right to refuse to register a transfer of Shares until it receives a Relevant Declaration as to the transferee's residency or status in a form prescribed by the Revenue Commissioners.

### **Mandatory Repurchase of Shares and Forfeiture of Dividends**

Investors are required to notify the ICAV immediately in the event that they become US Persons or otherwise become ineligible to hold Shares. Shareholders who become US Persons will be required to dispose of their Shares to non-US 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 US 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, the Funds or the Shareholders incurring any liability to taxation or suffering any pecuniary, legal, regulatory or material administrative disadvantage which the ICAV, the Funds or the Shareholders 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. The instrument of transfer of a Share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register.

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 relevant minimum holding, if there is such a minimum holding, 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 thirty 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.

The transferee will be required to complete an application form and provide anti-money laundering documentation as required by the Administrator which includes a declaration that the proposed transferee is not a US Person and not acquiring Shares on behalf of a US Person.

### **Conversion of Shares**

With the prior consent of the Directors, at their discretion, and if the conversion of Shares is authorised in the relevant Fund Supplement, a Shareholder may convert Shares of one Fund into other Shares of the same Fund or into Shares of another Fund on giving notice to the Directors in such form as the Directors may require provided that the Shareholder satisfies the minimum

investment criteria. **The switching charge for the conversion of Shares in a Fund into Shares of another Fund shall not exceed 3% of the Net Asset Value per Share.** Conversion will take place in accordance with the following formula:

$$NS = \frac{(A \times B \times C) - D}{E}$$

where:

<b>NS</b>	=	the number of Shares which will be issued in the new Fund;
<b>A</b>	=	the number of the Shares to be converted;
<b>B</b>	=	the redemption price of the Shares to be converted;
<b>C</b>	=	the currency conversion factor, <i>if any</i> , as determined by the Directors;
<b>D</b>	=	a switching charge of up to 3% of the Net Asset Value per Share of each Share to be switched; and
<b>E</b>	=	the Net Asset Value per Share in the new Fund on the relevant Dealing Day.

If NS is not an integral number of Shares the Administrator reserves the right to return the surplus arising to the Shareholder seeking to convert the Shares.

The ICAV shall disclose details of when an application received from a Shareholder to convert Shares is refused.

### **Umbrella Cash Accounts**

Cash account arrangements may be put in place in respect of the ICAV and the Funds in compliance with Central Bank requirements in relation to funding the subscription and/or redemption collection accounts. The following is a description of how such cash account arrangements are expected to operate so that they comply with the Prospectus.

In respect of the ICAV, subscription monies received from, and redemption monies due to, investors and dividend monies due to Shareholders (together, “**Investor Monies**”) will be held in a single Umbrella Cash Account. The assets in the Umbrella Cash Account will be assets of the ICAV. Accordingly, the Umbrella Cash Account will not be subject to the Investor Money Regulations and instead will be subject to the “fund monies” regime and, in particular, the guidance issued by the Central Bank entitled “Umbrella Funds - Cash Accounts”, as such may be amended, supplemented or replaced from time to time.

Subscription monies received by a Fund in advance of the issue of Shares will be held in the Umbrella Cash Account and will be treated as an asset of the relevant Fund. The subscribing investors will be unsecured creditors of the relevant Fund with respect to the subscription amount until the corresponding Shares are issued on the relevant Dealing Day. Such investors will not benefit from any appreciation in the Net Asset Value of the Fund or any other Shareholder rights (as relevant) in respect of the subscription amounts (including dividend entitlements) until such time as the Shares are issued.

Redeeming Shareholders will cease to be Shareholders of the redeemed Shares from the relevant Dealing Day. Redemption and dividend payments will, pending payment to the relevant investors, be held in the Umbrella Cash Account. Redeeming investors and Shareholders entitled to dividend payments held in the Umbrella Cash Account will be unsecured creditors of the Fund with respect to those monies. Redeeming investors will not benefit from any appreciation in the Net Asset Value of the Fund or any other Shareholder rights (including, without limitation, the entitlement to future dividends) after the Dealing Day in respect of which their redemption application was made.

As indicated in the section entitled “*Redemptions*”, redeeming investors will not receive redemption proceeds until an Application Form has been received from the redeeming investors and all anti-money laundering procedures have been completed. Redeeming investors should promptly provide outstanding documentation to facilitate the repayment of the relevant redemption proceeds.

The monies held in an Umbrella Cash Account will be commingled with the assets and liabilities of the other Funds and will be exposed to counterparty risk, the risk of market conditions generally, the Fund’s creditors and any other risks affecting the relevant Fund such as the incorrect recording of the assets and liabilities attributable to individual Funds. In the event of an insolvency of the Fund, there is no guarantee that the Fund will have sufficient funds to pay unsecured creditors (including Shareholders entitled to the subscription, redemption and dividend payments described above) in full.

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

### **Confirmations**

A written confirmation of ownership will be sent to the applicant following the Dealing Day. Shares will not be issued until such time as the Administrator is satisfied with all the information and documentation required to identify the applicant and is satisfied that the relevant payment subscriptions have been received by it in cleared funds.

### **Publication of the Price of the Shares**

Except where the determination of the Net Asset Value has been suspended in the circumstances described in the section entitled “Temporary Suspension of Valuation of the Shares and of Sales, Repurchases and Conversions” below, the Net Asset Value per Share for each Dealing Day shall, within five Business Days, be made available at the registered office of the Administrator and published on [www.aleepartners.com](http://www.aleepartners.com). Such information is for informational purposes only and is not an invitation to subscribe for, redeem or convert Shares at the published Net Asset Value.

### **Temporary Suspension of Valuation of the Shares and of Sales, Repurchases and Conversions**

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

- (a) any period (other than ordinary holiday or customary weekend closings) when any of the principal markets on which any significant portion of the Investments of the relevant Fund from time to time are quoted, listed, traded or dealt in is closed (otherwise than for customary weekend or ordinary holidays) or during which dealings therein are restricted or suspended or trading on any relevant futures exchange or market is restricted or suspended;
- (b) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial portion of the investments of the Fund is not reasonably practicable without this being seriously detrimental to the interests of investors of the Fund;
- (c) any period during which the disposal or valuation of investments which constitute a substantial portion of the assets of the Fund is not practically feasible or if feasible would be possible only on terms materially disadvantageous to investors;
- (d) any period when for any reason the prices of any Investments of the Fund cannot be reasonably, promptly or accurately ascertained by the Administrator;
- (e) any period when remittance of monies which will, or may, be involved in the realisation of, or in the payment for, Investments of the Fund cannot, in the opinion of the Directors, be carried out at normal rates of exchange;

- (f) any period when the proceeds of the sale or repurchase of the Shares cannot be transmitted to or from the Fund's account;
- (g) any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the relevant Fund's investments;
- (h) any period when a notice to terminate the Shares or Fund has been served or when a meeting of Shareholders has been convened to consider a motion to wind up the ICAV or to terminate a Fund;
- (i) upon the occurrence of an event causing the ICAV to enter liquidation or a Fund to terminate or Shares to be liquidated; or
- (j) any period where the Directors consider it to be in the best interests of the investors of the ICAV or a Fund to do so.

A suspension of repurchases may be made at any time prior to the payment of the repurchase monies and the removal of the Shareholder's name from the register of members. A suspension of subscriptions may be made at any time prior to the entry of a Shareholder's name on the Register.

Any such suspension shall be notified immediately (without delay) and in any event within the same Business Day to the Central Bank and all relevant stock exchanges which the ICAV is required to notify. Where possible, all reasonable steps will be taken to bring a period of suspension to an end as soon as possible.

## **FEES, COSTS AND EXPENSES**

### **General**

Each Fund shall pay its reasonable portion of any ICAV expenses allocated to it which may include (but are not limited to) the costs of (i) establishing and maintaining the ICAV and registering the ICAV and the Shares with any governmental or regulatory authority or with any regulated market, (ii) management, administration, distribution, trustee, custodial and related services (including accounting, tax and legal fees related thereto), (iii) preparation, printing and posting of prospectuses, sales and marketing literature, reports to Shareholders, the Central Bank and governmental agencies, (iv) all taxes, duties, governmental or similar charges, (v) investment transactions, commissions and brokerage fees, (vi) auditing, tax and legal fees, (vii) insurance premiums, (viii) membership dues for trade associations, (ix) paying agent and/or local representative fees that are payable at normal commercial rates; and (x) all other operating expenses such as governmental or similar charges. Charges that are not specifically allocated to a particular Fund may be allocated among the Funds based on their respective Net Asset Value or any other reasonable basis given the nature of the charges. The ICAV is responsible for all of its extraordinary expenses which could include, but are not limited to, costs and expenses of litigation.

The Investment Manager may, at its discretion, contribute from its own assets directly towards the expenses attributable to the establishment and/or operation of the ICAV or any particular Fund and/or the marketing, distribution and/or sale of the Shares and may, from time to time at its sole discretion, waive any or all of its fees in respect of any particular payment period.

The Investment Manager also may, from time to time at its sole discretion, use part of its Investment Management and Distribution Fee to remunerate certain financial intermediaries and may pay reimbursements or rebates to certain institutional shareholders. The Investment Manager will ensure that any such rebate arrangements meet the requirements set out in the UCITS Rules. Further relevant information on rebate arrangements will be made available by the Investment Manager upon request. The Investment Manager also may pay trail or service fees out of its Investment Management and Distribution Fee to certain asset managers.

### **Establishment expenses**

All fees and expenses relating to the establishment and organisation of the ICAV and its initial Funds shall be borne by the Investment Manager.

### **Directors' 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, and in line with market rates. At present the aggregate amount of Directors' remuneration shall amount to no more than €50,000. Directors' fees are not payable in respect of Kevin Mahon and Adrian Lee, who are employees of the Investment Manager or its affiliates.

### **Manager's Fee**

The Manager shall be paid a fee out of the assets of each Fund, calculated and accrued on each Dealing Day and payable monthly in arrears, of an amount up to 0.02% per annum of the Net Asset Value of the Fund (plus VAT, if any), subject to a proportion of an annual minimum fee payable in respect of the ICAV up to €60,000 (plus VAT, if any) as borne by each of the Funds together. The Manager is also entitled to receive, out of the assets of each Fund, reasonable and properly vouched expenses.

### **Investment Manager's Fee**

The Investment Manager will receive the Investment Management and Distribution Fee from the ICAV for managing and distributing the Funds, as set out in the relevant Fund Supplement. Such fee shall accrue daily and be paid monthly in arrears. The Investment Manager shall also be entitled to

be reimbursed by the ICAV for all reasonable and vouched out-of-pocket expenses incurred by it for the benefit of the ICAV in the performance of its duties managing the ICAV and distributing the Shares pursuant to the Investment Management and Global Distribution Agreement. The Investment Manager shall discharge the fees charged by any sub investment manager appointed by the Investment Manager from time to time out of this Investment Management and Distribution Fee. Any out-of-pocket expenses reasonably incurred by any such sub investment manager will be charged to and payable out of the assets of the relevant Fund.

For all Funds, the Investment Manager may, at its discretion, contribute from its own assets directly towards the expenses attributable to the establishment and/or operation of the ICAV or any particular Fund and/or the marketing, distribution and/or sale of the Shares and may, from time to time at its sole discretion, waive any or all of its fees in respect of any particular payment period. The Investment Manager may, from time to time at its sole discretion, use part of its Investment Management and Distribution Fee to remunerate certain financial intermediaries and may pay reimbursements or rebates to certain institutional shareholders. The Investment Manager will ensure that any such rebate arrangements meet the requirements set out in the UCITS Rules. Further relevant information on rebate arrangements will be made available by the Investment Manager upon request.

### **The Administrator's Fee**

The Administrator shall be entitled to receive an administration fee of 0.045% per annum of the first €200 million of the Net Asset Value of each Fund, 0.03% per annum of the next €300 million of the Net Asset Value, and 0.02% of the Net Asset Value in excess of €500 million. Such fees shall accrue daily and be paid monthly in arrears and are subject to an annual minimum of €60,000. The Administrator shall also be entitled to receive registration fees, transaction and other charges at normal commercial rates which shall accrue daily and be paid monthly in arrears.

The Administrator shall also be entitled to be reimbursed by the Fund for all reasonable and vouched out-of-pocket expenses incurred by it for the benefit of the Fund in the performance of its duties under the Administration Agreement.

### **The Depositary's Fee**

The Depositary shall be entitled to receive out of the net assets of each Fund a depositary fee, accrued and calculated monthly as at the last Business Day of the month and payable monthly in arrears, at an annual rate of up to 0.025% of the first €200 million of the net assets of the Fund (plus VAT thereon, if any), and 0.015% of the Net Asset Value in excess of €200 million, subject to an annual minimum fee of €36,000.

The Depositary is also entitled to safekeeping fees, including sub-custodian's fees (which will be charged at normal commercial rates) as well as agreed upon transaction charges (which will be at normal commercial rates) and other out-of-pocket expenses out of the assets of the Fund (plus VAT thereon, if any).

The above fees are subject to annual review and may be changed as agreed upon by the Depositary and the ICAV in accordance with the requirements of the Central Bank.

The fees and disbursements and expenses of sub-custodians and delegates of the Depositary, whether affiliates of the Depositary or non-affiliates of the Depositary, will be charged in addition to the Depositary's fees at the normal commercial rates charged by such sub-custodians or delegates from time to time.

The Depositary will also be reimbursed for all of its reasonable out-of-pocket expenses out of the assets of the ICAV. All fees and expenses of the Depositary are exclusive of VAT.

### **Hedging Costs**

The hedging activities for Hedged Classes will incur additional transaction costs. These transaction costs may include a charge for the authorised hedging agent. The cost and resultant profit or loss on the hedging transaction shall be for the account of the Hedged Class only and will be reflected in the NAV per Share of any such Class.

## MANAGEMENT AND ADMINISTRATION

### **The Board of Directors and Secretary**

The Directors control the affairs of the ICAV and are responsible for the overall investment policy. The Directors may delegate certain functions to the Manager. The ICAV shall be managed and its affairs supervised by the Directors whose details (including country of residence) are set out below. The Directors are one executive director and two non-executive directors, one of which is independent. The address of the Directors is the registered office of the ICAV.

The Directors of the ICAV are as follows:

#### **Mr. Conor Hoey (*Irish Independent Director*)**

Mr. Hoey is an independent director of the ICAV. Having graduated from Trinity College Dublin in 1991, Mr. Hoey joined Prudential Corporation in London as a graduate trainee and worked in a range of areas from UK Sales & Marketing to Corporate Strategy, being a key part of the team that set up the UK's first Internet Bank, Egg, in 1998. He then worked in Investment Consultancy for Bacon & Woodrow (Hewitt), advising asset managers on DC pension strategies and The UK Financial Services Authority on investment performance. He joined Mellon Bank in 2000 and headed up their UK and Irish Sales & Relationship team in the Fund Administration arena, thereby having his first foray into the Irish funds sector. Following a short period as a director at Capita PLC in the mid-2000s, he joined Royal Bank of Canada (RBC) in 2008 and headed up their Sales and Relationship team in the UK, in particular focusing on growing RBC's business in Ireland. Having lived in the UK from 1992, Mr. Hoey moved back to Dublin in August 2015 and is a director of a number of Irish investment funds and Gemini Capital Management, a UCITS management company. He is a holder of an Investment Management Certificate and is a Certified investment Fund Director with the Irish Institute of Banking.

#### **Mr. Adrian F Lee (*Irish*)**

Mr. Lee is the President and Chief Investment Officer of the Investment Manager. Before founding the Investment Manager in 1999, he was a Managing Director of JP Morgan Investment Management's Currency Overlay Group, working with the bank from 1980 to 1998 in New York and London. Prior to developing and managing currency overlay at JP Morgan, Mr. Lee was responsible for developing JP Morgan's tactical currency models in the Capital Markets Research Group in New York. Prior to joining JP Morgan, Mr. Lee worked for Winklevoss and Associates (Consulting Actuaries) in Philadelphia and at the University of Pennsylvania as a lecturer in statistics. Mr. Lee is the author of several publications on global asset allocation and currency hedging and was awarded the International Quantitative Group prize for outstanding research in 1990 for his work on currency. He is recognised globally as one of the founders of currency overlay. He holds an MA in Mathematical Economics and Statistics from Trinity College, Dublin, and an MBA in Finance and Actuarial Science from the Wharton School.

#### **Mr. Kevin Mahon (*Irish*)**

Mr. Mahon is the Chief Operating Officer of the Investment Manager. Prior to joining the Investment Manager in 2011, Mr. Mahon gained valuable experience in the financial services sector with Ernst & Young and an international asset management company based in Dublin. He is a Fellow of Chartered Accountants Ireland (FCA) and a Chartered Tax Advisor (CTA). He graduated from University College Dublin in 2003 with a B. Comm (International) and a Masters of Accounting.

The ICAV Secretary is Adrian Lee & Partners.

No Director has:

- (a) any unspent convictions in relation to indictable offences; or

- (a) been bankrupt or the subject of an involuntary arrangement, or has had a receiver appointed to any asset of such Director; or
- (b) been a director of any company which, while she/he was a director with an executive function or within twelve months after she/he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
- (c) been a partner of any partnership, which while she/he was a partner or within twelve months after she/he ceased to be partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or
- (d) had any official public incrimination or sanctions issued against them by statutory or regulatory authorities (including recognised professional bodies); or
- (e) been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

The Instrument of Incorporation does not stipulate a retirement age for Directors and do 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 she/he has disclosed to the Directors the nature and extent of any material interest which she/he may have. A Director may also vote in respect of any proposal concerning an offer of shares in which she/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.

### **The Manager**

The ICAV has appointed Bridge Fund Management Limited as its manager pursuant to the Management Agreement.

The Manager is authorised by the Central Bank to act as a fund management company pursuant to the UCITS Regulations and an Alternative Investment Fund Manager (AIFM) pursuant to the European Union (Alternative Investment Fund Managers) Regulations, 2013, as amended and was incorporated on 16 December 2015. Its principal business is acting as manager of investment funds.

The secretary of the Manager is Bridge Fund Services Limited.

The Manager is responsible on a day-to-day basis, under the supervision of the Directors, for the management of the ICAV's affairs, portfolio management of the ICAV's Investments and distribution of the Shares. The Manager has appointed the Investment Manager to act as discretionary investment manager of the Fund. The Manager has appointed the Administrator to perform the day-to-day administration and transfer agency functions of the ICAV, including the calculation of the Net Asset Value of Funds and of the Shares, and related fund accounting services.

The Manager has authority to delegate some or all of its duties as distributor to sub-distributors in accordance with the requirements of the Central Bank. The fees and expenses of any sub-distributor appointed by the Manager which are discharged out of the assets of the ICAV shall be at normal commercial rates.

Local regulations in EEA countries may require the appointment of paying agents and the maintenance of accounts by such agents through which subscriptions and redemption monies may be paid. The Manager may appoint such paying agents and local representatives as may be required to facilitate the authorisation or registration of the ICAV, the Funds and/or the marketing of any of the Funds in any jurisdictions. Investors in Shares who choose or are obliged under local regulations to pay/receive subscription/redemption monies via an intermediary entity rather than directly to/from the Administrator (e.g., a sub-distributor or agent in the local jurisdiction) bear a credit risk against

that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Administrator for the account of a Fund and (b) redemption monies payable by such intermediate entity to the relevant investor. The fees of sub-distributors and paying agents in this context will be borne by the Investment Manager.

#### Board of Directors

The directors of the Manager are as follows:

##### *David Dillon*

David Dillon is a solicitor having qualified in 1978. He is a graduate of University College Dublin (Bachelor of Law) and has an MBA from Trinity College Dublin. David was a founding partner of the law firm Dillon Eustace. David is a director of a number of Irish based investment and fund management companies. He has served as a member of a number of committees and sub-committees established by the Irish Law Society relating to commercial and financial services law. He is a former Chairman of the Investment Funds Committee (Committee I) of the International Bar Association, past Chairman of the Irish government's IFSC Funds Working group and a member of the IFSC's Clearing Group. He was a member of the Certified Accountant Accounts Awards Committee. He is currently on the organising committee of the Globalisation of Investment Funds organised by the ICI. He worked with the international law firm of Hamada and Matsumoto (now Mori Hamada and Matsumoto) in Tokyo during 1983/1984. Mr. Dillon speaks regularly at international fora.

##### *Patrick Robinson*

Patrick Robinson has over 20 years' experience in the asset management and funds services industry. Patrick began working as a consultant with Bridge Consulting Limited, an affiliate of the Manager, in October 2009, before becoming Chief Executive Officer in August 2014. Patrick has an in-depth knowledge of UCITS and AIFM requirements and has project managed fund launches to include providing assistance on product development. He has established the risk, compliance and operational infrastructures of a number of asset management firms. Patrick joined Bridge Consulting Limited from RBS Fund Services (Ireland) Ltd where he headed the Operations Team responsible for the supervision and oversight of a variety of managers and service providers contracted to funds managed by RBS FSI. Prior to this Patrick worked with Olympia Capital (Ireland) Ltd where he managed the fund accounting operations for an array of clients with a diverse range of alternative fund products. He holds a Master's degree in Finance and Investment from the University of Ulster.

##### *Hugh Grootenhuis*

Hugh Grootenhuis has over 35 years' experience of working in financial services, in a variety of roles. He worked for the Schroder banking group for eighteen years where he obtained a wide range of investment banking experience. He worked for Schroders in London, Tokyo and Singapore, and spent the majority of his time in the international equity capital markets group. Hugh joined Waverton Investment Management Limited ("Waverton", previously called J O Hambro Investment Management Limited) in 1999 as a director of new business. While with Waverton, he was responsible for marketing Waverton's private client business as well as structuring long only equity and hedge fund vehicles. In May 2007 he was appointed head of the funds business and joined the executive board. In June 2009 he was appointed Chief Executive Officer and acted in this capacity until July 2015. Hugh was appointed as a special advisor to S.W. Mitchell Capital LLP in January 2016 to assist with the development of its business, including governance and oversight. He is also a director of S.W. Mitchell Capital plc, Dublin UCITS. In 2017 he joined the Boards of Charles Stanley Group PLC and Charles Stanley & Co. Hugh graduated from the University of Cambridge where he read geography and land economy.

##### *Brian Finneran*

Brian Finneran has over 20 years' experience in the financial services industry. Since joining Bridge in November 2014, Brian has been appointed as the Designated Person (PCF-39), including for the Fund Risk Management function, to a number of self-managed UCITS funds, UCITS management companies and AIFMs. He has also undertaken a number of risk-based consultancy projects for asset managers. Before joining Bridge, Brian worked for Marathon Asset Management (London)

managing the Hedge fund operations team with responsibility for the oversight, control and development of Marathon's alternative fund range. Prior to this, Brian worked with Citi Hedge Fund Services (previously BISYS Hedge Fund Services) where he managed a team responsible for the administration of a number of hedge fund and fund of hedge fund clients. Brian has served as a member of the Irish Funds Investment Risk Working group including as Chair since 2021. Brian holds a Degree in Accounting & Finance from Dublin City University and is an affiliate of the Association of Chartered Certified Accountants.

#### *Graeme Rate*

Graeme Rate is Global Head of Operations for Financial Solutions in the Apex Group, overseeing the groups operational activities in their Banking, Management Companies and Depositary entities. Graeme has over 30 years' experience in Financial Services, primarily in the Alternative Assets industry, covering most asset classes in both financial and private market structures. He joined the Apex Group through their acquisition of Sanne PLC, where he served as Country Head of Ireland. Prior to his relocation to Ireland, he was Country Head of South Africa and Malta. In these roles he was responsible for the strategic growth and operations of the business in the respective jurisdictions, overseeing both their regulated and unregulated activities. He has held regulated directorship roles in all three jurisdictions and is currently a PCF 1, PCF 8 and PCF 11 for regulated Apex entities. He joined Sanne PLC through acquisition, as Deputy CEO of the IDS group. IDS was South Africa's largest Hedge Fund Administrator and Third Party Alternatives Management Company. Prior to joining IDS he was Chief Executive Officer of Prime Administration and Prime Securities, entities providing Stockbroking, Middle Office, Risk and Compliance services to a portfolio of South African Asset Managers. He started his career in Financial Services with Decillion Limited (a company listed on the Johannesburg Stock Exchange), serving as their Chief Operating Officer of their Fund Management business. Graeme is a qualified South African Stockbroker and a Chartered Accountant CA (SA).

#### *Carol Mahon*

Carol is an Irish resident with over 25 years' experience in the Irish Funds industry. She previously held executive positions in a number of financial services companies including Head of Hermes Fund Managers Ireland Ltd between November 2018 and April 2021. Prior to joining Federated Hermes Investment Management, Carol was the Chief Executive Officer for FIL Life Insurance (Ireland) Limited from March 2013 to November 2018 and Executive Director for FIL Fund Management (Ireland) Limited from January 2004. Before joining the Fidelity International Group in 2000, Carol held a number of positions within MeesPierson Fund Services (Dublin) Limited.

Carol has an extensive knowledge of corporate governance and a proven record in helping businesses to develop out their strategy, building out of their products & proposition and managing the business day to day as well as overseeing global operations. Furthermore, she has practical experience in developing relationships with key stakeholders and clients, both internal and external, and has a great knowledge of regulatory developments and risk management.

Carol is experienced in acting as both an Executive Director and a Non-Executive Director on a variety of boards, both for profit and non-profit organisations. She has gained extensive experience in managing the dynamics and effectiveness of boards. Carol has a keen interest in corporate social responsibility (CSR) and diversity, having chaired a CSR Committee as well as sitting on a global diversity working group.

Carol holds a degree in Economics from UCD and an MBA from UCD Michael Smurfit Graduate Business School.

#### **The Depositary**

European Depositary Bank SA, Dublin Branch has been appointed as depositary of the ICAV in accordance with the terms of the Depositary Agreement.

The Depositary is regulated in Ireland by the Central Bank for conduct of business and is the Irish branch of European Depositary Bank SA, a Luxembourg public limited liability company (*société anonyme*), registered with the Luxembourg Trade and Companies Register under number B 10700. European Depositary Bank SA was incorporated on 20 February 1973 under the laws of the Grand

Duchy of Luxembourg and maintains its registered office at 9a, rue Gabriel Lippmann, L-5365 Luxembourg, Grand Duchy of Luxembourg. European Depositary Bank SA has a banking licence granted in accordance with the Luxembourg law of 5 April 1993 on the Financial Sector, as amended. It is registered on the official list of Luxembourg credit institutions and is subject as such to the supervision of the *Commission de Surveillance du Secteur Financier* (CSSF). On 26 March 2019, European Depositary Bank SA registered pursuant to the EU (Branch Disclosure) Regulations 1993 as having established a branch in Ireland. The Depositary's principal business is the provision of depositary services to collective investment schemes.

The Depositary is responsible for the custody of any financial instruments of the ICAV and of each Fund that are required to be held in custody under the Manager, and the verification of ownership of other assets of the ICAV and of each Fund.

The Depositary is also responsible for cash monitoring and oversight of the ICAV and each Fund by ensuring that, amongst others, that: (i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with the Central Bank's requirements, the UCITS Directive, and the Articles; (ii) the value of Shares is calculated in accordance with the Central Bank's requirements and the Instrument of Incorporation; (iii) it carries out written instructions from the ICAV or the Manager unless such instructions conflict with the Central Bank's requirements, the Instrument of Incorporation or the Depositary Agreement; (iv) in transactions involving the assets of the ICAV any consideration is remitted to it within time limits which are acceptable market practice in the context of the particular transaction; (v) the income of the ICAV and each Fund is applied in accordance with the Central Bank's requirements and the Instrument of Incorporation; (vi) it has enquired into the conduct of the ICAV in each Accounting Period and reported thereon to the Shareholders; and (vii) it sends to the Central Bank any information and returns which the Central Bank considers it necessary to receive from the Depositary and notifies the Central Bank promptly of any material breach of the Central Bank's requirements, conditions imposed by the Central Bank or provisions of this Prospectus. The oversight and monitoring duties of the Depositary may not be delegated by the Depositary to a third party.

The Depositary's safekeeping duties with respect to financial instruments of the ICAV and its Funds shall apply on a look-through basis to underlying assets held by holding companies and other financial and, as the case may be, legal structures controlled directly or indirectly by the ICAV and its Funds or by the Manager acting on behalf of the ICAV. However, this does not apply to fund of funds structures or master-feeder structures where the target funds have a depositary which keeps in custody the assets of those funds.

The Depositary's safekeeping duties with respect to other assets of the ICAV and its Funds shall apply on a look-through basis to underlying assets held by Holding Companies and other financial and, as the case may be, legal structures established by the ICAV (in respect of its Funds) or by the Manager acting on behalf of the ICAV (in respect of its Funds) for the purpose of investing in the underlying assets, and which are directly or indirectly controlled by the ICAV or its Funds or the Manager acting on behalf of the ICAV or its Funds. However, this does not apply to fund of funds structures or master-feeder structures where the target funds have a depositary which provides ownership verification and record-keeping functions for their assets.

The Depositary's duty regarding monitoring of cash flows shall not apply to cash held by Holding Companies or other financial and, as the case may be, legal structures, directly or indirectly, controlled by the ICAV or its Funds or the Manager acting on behalf of the ICAV or its Funds.

The Depositary will be responsible for the segregation of the assets of the ICAV and each of the Funds in accordance with the requirements of the UCITS Directive and Central Bank.

The Depositary is only permitted to delegate (i) the custody of financial instruments; or (ii) its verification obligations in relation to those assets that are not required to be held in custody by the Depositary. In order to discharge its responsibility under the UCITS Directive and Central Bank notices, the Depositary must exercise care and diligence in choosing and appointing a delegate and in accordance with the UCITS Directive. The Depositary must continue to exercise all due skill, care and diligence in the periodic review and on-going monitoring of the delegate to whom it has delegated

its safe keeping and verification obligations. In addition, the Depositary may delegate its safe-keeping functions to a prime broker in accordance with the terms of a sub-custody or delegation agreement entered into by the depositary and a prime broker.

In the case of a loss of a financial instrument that is held in custody by the Depositary or its sub-custodian or delegate and for which the Depositary is liable pursuant to the UCITS Directive, the Depositary is required to return without undue delay, a financial instrument of identical type or the corresponding amount to the ICAV in respect of the relevant Fund(s). The liability of the Depositary shall in principle not be affected by any delegation(s) of its custody function and the Depositary shall be liable to the ICAV or the Shareholders for the loss of financial instruments held in custody by the Depositary or a third party to whom the custody of financial instruments has been delegated. The Depositary shall not be liable for a loss of such a financial instrument (i) in the event it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary; or (ii) where it has contractually discharged its liability in compliance with the relevant provisions of the UCITS Directive.

Save as aforesaid, the Depositary shall be liable to the ICAV for any loss incurred by the ICAV arising from the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the UCITS Directive or the Depositary Agreement. In the absence of negligent or intentional failure to properly fulfil such obligations, the Depositary shall not be liable to the ICAV or any other person with respect to any act or omission in connection with the services provided under the Depositary Agreement. Under no circumstances shall the Depositary be liable to the ICAV or any other person for special, indirect or consequential damages arising out of or in connection with the performance or non-performance of its duties and obligations.

In all cases where the Depositary is liable, the Depositary's liability may be enforced directly or indirectly by Shareholders in the ICAV against the Depositary.

To the extent the Depositary will appoint sub-custodians or delegates, any potential discharge of liability, as well as the appointment of a prime broker and the possibility to reuse the assets, will be specified in the relevant Fund Supplement and in the Depositary Agreement (and/or in any operating memorandum relating thereto).

Under the Depositary Agreement, the ICAV will hold harmless and indemnify out of the assets of the ICAV and the relevant Fund the Depositary (and each of its directors, officers, servants, employees and agents) against any and all actions, proceedings, claims, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal and other professional fees and expenses) arising in respect of the ICAV and/or such Fund which may be brought against, suffered or incurred by the Depositary by reason of its performance of its duties under the terms of the Depositary Agreement other than (i) arising as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the UCITS Directive or the Depositary Agreement or (ii) where the Depositary or its delegate is liable for the loss of a financial instrument.

The Depositary is also entitled to certain other rights and protections under the Depositary Agreement, which rights and protections are more fully described in the Depositary Agreement.

For its services, the Depositary will receive the compensation agreed from time to time with the ICAV and disclosed in the section of this Prospectus entitled "Fees, Costs and Expenses".

The Depositary Agreement is governed by Irish law and will remain in effect until such time as it is terminated in accordance with the provisions of the Depositary Agreement. The Depositary Agreement may be terminated by any of the parties thereto by giving to the other party a notice in writing specifying the date of such termination, which will be not less than 90 days after the date of service of such notice.

The Depositary Agreement may be terminated forthwith by any party giving notice in writing to the other parties if at any time: (i) another party goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the

other parties) or is unable to pay its debts or commits any act of bankruptcy under applicable laws or a receiver or administrative receiver or examiner is appointed over any of the assets of such other party or some event having an equivalent effect occurs; (ii) another party commits a material breach of the provisions of the Depositary Agreement which, if capable of remedy, is not remedied within 30 days after the service of written notice requiring it to be remedied; (iii) the Depositary ceases to be permitted to act as a depositary of collective investment schemes authorised by the Central Bank under Irish law; (iv) the ICAV ceases to be authorised as a collective investment scheme by the Central Bank. In addition, the Depositary may terminate the Depositary Agreement with immediate effect if all of the following circumstances apply: (i) the Depositary has a concern that a financial instrument held in custody may be at risk; and (ii) the Depositary has determined that the only appropriate action is to dispose of the financial instrument; and (iii) the Depositary has duly informed the ICAV or the Manager; and (iv) following such notice, the ICAV or the Manager has instructed the Depositary in writing to continue to hold the financial instrument; and (v) following such instruction, the Depositary remains concerned that the standard of protection of the financial instrument is not sufficient; and (vi) the Depositary has issued at least two further written notices to the Manager or the ICAV expressing such concerns and the Depositary has not received an instruction from the Manager or the ICAV to dispose of the financial instrument.

Notwithstanding the foregoing, the Depositary may not retire from its appointment and its appointment may not be terminated unless and until (i) a new depositary has been appointed with the approval of the Central Bank; or (ii) the ICAV has been wound up and authorisation of the ICAV has been revoked by the Central Bank; or (iii) all the Shares have been redeemed or repurchased and the authorisation of the ICAV has been revoked by the Central Bank.

The Depositary is providing the information in the foregoing paragraphs at the ICAV's request in order to assist the ICAV with the preparation of its disclosure documents. The Depositary is not involved, directly or indirectly, with the business affairs, organisation, sponsorship or management of the ICAV and has not participated in and is not responsible for the preparation of this document or any other disclosure documents and accepts no responsibility and shall not be liable for any information contained in this document or any other disclosure documents.

The Depositary must exercise due skill, care and diligence in the discharge of its duties in accordance with the standard of care set out in Article 25(2) of the UCITS Directive and, if applicable, subject to Article 19 of the UCITS Level 2 Regulations, the liability set out in Article 24(1) of the UCITS Directive.

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 on request.

### **The Administrator**

The Manager has appointed Apex Fund Services (Ireland) Limited as administrator, registrar, and transfer agent of the ICAV pursuant to the Administration Agreement.

The Administrator was incorporated in Ireland as a private limited company on 26 January 2007 with registration number 433608 pursuant to the Companies Acts 2014 with its registered office at 2nd Floor, Block 5 Irish Life Centre, Abbey Street Lower, D01 P767, Ireland and is engaged in the business of administration of collective investment schemes.

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

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

The duties and functions of the Administrator include, inter alia, the calculation of the Net Asset Value and the Net Asset Value per Share, the keeping of all relevant records in relation to the ICAV as may be required with respect to the obligations assumed by it pursuant to the Administration Agreement, the provision of facilities for the registration of Shares, the preparation and maintenance of the ICAV's books and accounts, liaising with the auditor in relation to the audit of the financial statements of the ICAV and the provision of certain Shareholder registration and transfer agency services in respect of Shares in the ICAV.

The Administration Agreement between the Administrator and the Fund may be terminated by the Fund on 90 calendar days' notice in writing to the Administrator and on 90 calendar days' notice in writing by the Administrator to the Fund although in certain circumstances the Administration Agreement may be terminated immediately by either party.

The Administration Agreement may also be terminated by either party if the other party is in material breach of its obligations under the Administration Agreement and fails to remedy the breach within 30 days of being requested to do so.

The Administration Agreement provides that in the absence of gross negligence, recklessness, fraud, bad faith, wilful misconduct on its part or that of its officers, directors, members, shareholders, employees, affiliates or agents, or any of their successors and assigns, the Administrator will not be liable for any loss arising out of or in connection with the performance of its obligations and duties under the Administration Agreement. The Fund shall indemnify the Administrator out of the assets of the Fund and hold it harmless from and against all liabilities, damages, costs, claims and expenses (including and without limitation reasonable legal fees) incurred by the Administrator in the performance of any of its obligations or duties under the Administration Agreement (including and without limitation complying with instructions given to the Administrator by or on behalf of the Fund) save where such liabilities, damages, costs, claims and expenses arise from loss resulting directly from negligence or wilful misconduct, recklessness, bad faith, fraud or material breach of this Agreement on the part of the Administrator or any of its officers, employees, agents or delegates.

The Administrator does not act as guarantor of the shares. Moreover, the Administrator is not responsible for any of the trading or investment decisions of the Fund (all of which are made by the Manager), or the effect of such trading decisions on the performance of the Fund.

### **The Investment Manager and Distributor**

The Manager has appointed Lee Overlay Partners Limited, trading as Adrian Lee & Partners, as investment manager and global distributor of the ICAV pursuant to the Investment Management and Distribution Agreement. It is the promoter of the ICAV. It was founded in 1999 and is wholly owned by members of its management team. The team has a consistent track record of positive active currency performance over 30 years and the firm is ranked as one of the leading active currency management and global macro providers globally. After 24 successful years of growth, it had in excess of US\$20 billion under management as of 02 January 2025.

The terms relating to the appointment of the Investment Manager are set out in the Investment Management Agreement between the Investment Manager, the Manager and the ICAV. The Investment Management and Distribution Agreement provides that the Investment Manager shall be responsible for the investment and re-investment of the assets of the ICAV as may be agreed between the Investment Manager and the ICAV. The Investment Manager, its employees, directors, servants or agents will not be liable for any loss suffered by the ICAV except a loss resulting from negligence, fraud, wilful misfeasance, bad faith or reckless disregard on the part of the Investment Manager, its employees, directors, servants or agents in the performance of its duties. The ICAV agrees to indemnify the Investment Manager, its employees, directors, servants or agents from and against all costs, demands, loss and expenses (including legal and professional expenses) incurred by the Investment Manager, its employees, directors, servants or agents, except in the case of negligence, wilful misfeasance, fraud, bad faith or reckless disregard of its duties. The appointment of the Investment Manager shall continue in full force and effect unless and until terminated by either party giving not less than ninety days' written notice to the other or may be terminated in the event

of the insolvency of the other party or the inability of the other party to perform its obligations under applicable law.

Subject to the prior approval of the Manager and in accordance with the requirements of the Central Bank, the Investment Manager shall be entitled to delegate all or part of its investment management functions to one or more investment advisers, sub-investment managers, or other delegates duly appointed by the Investment Manager provided that the Investment Manager shall remain liable for the acts or omissions of any such investment adviser, sub-investment manager or other delegate appointed by it as if such acts or omissions were its own. The fees of any such sub-investment managers shall be discharged out of the management fee received by the Investment Manager. Information on any such sub-investment manager will be provided to Shareholders on request and details of any sub-investment manager will be disclosed to Shareholders in the periodic reports of the ICAV. If requested by the Manager, the Investment Manager shall arrange for the appointment of one or more Distributors, at the Investment Manager's own expense, to market and distribute the Shares, provided that any such Distributor shall be liable to the Investment Manager for any loss or damage suffered by the ICAV or the Manager arising out of or in connection with the negligence, wilful misfeasance, fraud, bad faith or reckless disregard on the part of such Distributor.

## ADMINISTRATION OF THE ICAV

### Determination of the Net Asset Value

The Administrator shall determine the Net Asset Value per Share of each Class, on each Valuation 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 the Fund shall be the value of the gross assets attributable to such Fund less all of the liabilities attributable to such Fund (including such provisions as the Administrator considers appropriate in respect of the costs and expenses payable in relation to such Fund) divided by the number of Shares of such Fund outstanding as of the Valuation Day. Any liabilities of the ICAV which are not attributable to any Fund shall be allocated among all of the Funds pro rata to the relative Net Asset Value of the 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 the Fund attributable to a Class shall be determined by establishing the proportion of the assets of the Class as at the most recent Net Asset Value calculation or the close of the Initial Offer Period in the case of an initial offer of a Class, adjusted to take account of any subscription orders (after deduction of any redemption orders) and by allocating relevant FX Hedging Class Expenses (as defined below) and fees to the Class and making appropriate adjustments to take account of dividends paid, if applicable, 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. FX Hedging Class Expenses or fees or charges not attributable to a particular Class may be allocated amongst the Classes based on their respective Net Asset Value or any other reasonable basis determined by the ICAV in consultation with the Administrator and approved by the Depositary having taken into account the nature of the fees and charges, provided that such reasonable basis is fair and equitable. FX Hedging Class Expenses and fees relating specifically to a Class will be charged to that Class.

**"FX Hedging Class Expenses"** means all expenses associated with converting currency and the costs and gains/losses of the hedging transactions incurred in relation to the relevant Class.

The Net Asset Value per Share shall be rounded to four decimal places.

In determining the value of the assets of the Fund, 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 at the Valuation Point in the relevant Regulated Market, 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 as the Directors may consider appropriate and the Depositary must ensure that the adoption of such procedure is justifiable in the context of establishing the probable realisation value of the security. 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 (i) the Manager or (ii) a competent professional person appointed by the Directors and approved for such purpose by the Depositary which may be the Investment Manager or (iii) by any other means provided the value is approved by the Depositary. Fixed income securities may be valued by any of the persons listed in (i), (ii) or (iii) immediately above using matrix pricing (i.e., valuing securities by reference to the valuation of other securities which are considered comparable in rating, yield, due date and other characteristics) where reliable market quotations are not available.

Units or shares in collective investment schemes which are not valued in accordance with the provisions above shall be valued on the basis of the latest available net asset value per unit/share as published by the collective investment scheme.

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.

The Fund may, in accordance with the requirements of the Central Bank, apply an amortised cost method of valuation in respect of money market instruments with a known residual maturity of less than three months and no specific sensitivity to market parameters, including credit risk.

Any value expressed otherwise than in the Base Currency of the Fund shall be converted into the Base Currency of the Fund at the prevailing exchange rate as of the Valuation Point which is available to the Administrator and which is normally obtained from Bloomberg or Reuters or such other data provider.

The Directors or their delegate may adjust the Net Asset Value per Share where such an adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and/or such other considerations which are deemed relevant.

In the event of it being 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 ICAV and approved for the purpose by the Depositary 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 is clearly documented for inspection by the Board.

#### **Price Adjustment Policy (Swing Pricing)**

Large transactions in or out of a Fund that offers Shares can create "dilution" of the Fund's assets because the price at which an investor buys or sells such Shares in the Fund may not entirely reflect the dealing and other costs that arise when the Investment Manager has to trade in underlying investments to accommodate large cash inflows or outflows. In order to counter this and enhance the protection of existing Shareholders, there may be an adjustment to the Net Asset Value of the Shares as part of the regular valuation process to counter the impact of dealing and other costs on occasions when these are deemed to be significant. On any Dealing Day, the Net Asset Value of Shares may be adjusted upwards or downwards as applicable to reflect the costs that may be deemed to be incurred in liquidating or purchasing investments to satisfy net daily transactions within that Class. The Directors reserve the right to make such an adjustment taking into account factors such as the estimated dilution costs (such as underlying dealing spreads, commissions and other trading expenses) and the assets under management of the relevant Fund. In deciding whether to make such an adjustment, the Directors will have regard to the interests of existing, continuing and potential Shareholders in the Fund. The adjustment will be upwards when the net aggregate transactions result in an increase of the number of Shares and will be downwards when the net aggregate transactions result in a decrease of the number of Shares. The adjusted Net Asset Value will be applicable to all transactions on that day. Because the determination of whether to adjust the Net Asset Value is based on the net transaction activity of the Dealing Day, Shareholders transacting Shares in the opposite direction of the Fund's net transaction activity may benefit at the expense of the other Shareholders in the Fund. In addition, the Fund's Net Asset Value and short-term performance may experience greater volatility as a result of this adjustment methodology.

## TAXATION

The following is a general summary of the main Irish tax considerations applicable to the ICAV and 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 investors whose acquisition of Shares in the ICAV would be regarded as a shareholding in a Personal Portfolio Investment Undertaking ("PPIU"). The tax consequences of an investment in Shares will depend not only on the nature of the ICAV's operations and the then applicable tax principles, but also on certain factual determinations which cannot be made at this time. Accordingly, its applicability will depend on the particular circumstances of each investor. It does not constitute tax advice and investors and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Shares under the laws of Ireland and/or their country of incorporation, establishment, citizenship, residence or domicile, or other liability to tax and in 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

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.

On the basis that the ICAV is an authorised UCITS fund (and satisfies the definition in paragraph (b) of the definition of an investment undertaking in Section 739B TCA), it is excluded from the definition of an IREF (i.e. Irish Real Estate Funds) and so these provisions should not be relevant and are not discussed further.

### Chargeable Event

Although the ICAV is not chargeable to Irish tax on its income and gains, Irish tax (at rates ranging from 25% to 60%) can arise on the happening of a "chargeable event" in the ICAV. A chargeable event includes any payments or distributions to investors, 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 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 investor is neither resident nor ordinarily resident in Ireland ("**Non-Irish Resident**") and it (or an intermediary acting on its behalf) has made the Relevant Declaration to that effect and the ICAV is not in possession of any information which would reasonably suggest that the information contained in the Relevant Declaration is not, or is no longer, materially correct; or
- (b) the investor 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 Relevant Declaration of non-residence is deemed to have been complied with in respect of the investor and the approval has not been withdrawn; or

- (c) the investor is an Exempt Irish Resident as defined below, and the Relevant Declaration is in place and the ICAV is not in possession of any information which would reasonably suggest that the information contained therein is not, or is no longer, materially correct.

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 Relevant 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 investor is resident or ordinarily resident in Ireland (“**Irish Resident**”) and is not an Exempt Irish Resident and a charge to tax arises.

A chargeable event does not include:

- (a) 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; or
- (b) 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
- (c) an exchange by an investor, effected by way of a bargain made at arm’s length where no payment is made to the investor of Shares in the ICAV for other Shares in the ICAV or Shares in a Fund for Shares in another Fund; or
- (d) 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; or
- (e) an exchange of units in a unit trust for Shares in the ICAV, arising on a scheme of amalgamation (within the meaning of Section 739D(8C) of the TCA), subject to certain conditions.

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 as defined in Section 739E of the TCA 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.

#### 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 Irish Court is applied to acquire Shares in the ICAV, the Irish 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 annual returns to the Revenue Commissioners giving details of gains from such investment, its allocation between the beneficiaries and certain other details.

#### **Exempt Irish Resident Investors**

The ICAV will not be required to deduct tax in respect of the following categories of Irish Resident investors, provided the ICAV has in its possession the Relevant 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 Relevant Declarations is not, or is no longer, materially correct. An investor who comes within any of the categories listed below and who (directly or through an intermediary) has provided the Relevant 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 or a specified company within the meaning of section 734(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) or by virtue of section 848E of the TCA where the shares held are assets of an approved retirement fund, an approved minimum retirement fund or, a special savings incentive account;
- (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 Personal Retirement Savings Account (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) the Motor Insurers' Bureau of Ireland in respect of an investment made by it of monies paid to the Motor Insurers Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018);
- (n) a company within the charge to corporation tax in accordance with Section 110(2) of the TCA (securitisation companies);
- (o) in certain circumstances, a company within the charge to corporation tax in accordance with Section 739G(2) of the TCA in respect of payments made to it by the ICAV (provided the investment undertaking is a money market fund);
- (p) a person entitled to exemption from income tax and capital gains tax by virtue of Section 787AC TCA where the units are held as assets of a PEPP as defined in Regulation (EU) No. 2019/1238 of the European Parliament and Council of 20 June 2019; or
- (q) 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.

Irish resident Shareholders who claim exempt status will be obliged to account for any Irish tax due in respect of Shares on a self-assessment basis.

In general, there is no provision for any refund of tax to investors who are Exempt Irish Residents where tax has been deducted in the absence of the Relevant Declarations. Shareholders must notify the ICAV if they cease to be an Exempt Irish Resident. Exempt Irish Resident Shareholders in respect of whom the ICAV is not in possession of a Relevant Declaration will be treated by the ICAV as if they are not Exempt Irish Resident Shareholders.

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

Non-Irish Resident investors who (directly or through an intermediary) have issued to the ICAV the Relevant Declarations 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 investors 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 investor.

Unless the ICAV is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide the Relevant Declaration had been complied with in respect of the investor and the approval has not been withdrawn, in the event that a non-resident investor (or an intermediary acting on its behalf) fails to make the Relevant Declaration, tax will be deducted as described above on the happening of a chargeable event and notwithstanding that the investor 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 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 Investors**

#### **Deduction of Tax**

Tax will be deducted and remitted to the Revenue Commissioners by the ICAV from any distributions made by the ICAV to an Irish Resident investor who is not an Exempt Irish Resident or any gain arising on an encashment, repurchase, cancellation, redemption or other disposal of Shares by such an investor at the rate of:

- 25% of the distribution/gain, where the distributions/gains are paid to a Shareholder who is a company which has made the appropriate declaration for the 25% rate to apply; or
- 41% of the distribution, in all other cases and assuming that all the relevant details have been correctly included in a timely tax return to Revenue.

Any gain will be computed as the difference between the value of the investor's investment in the ICAV at the date of the chargeable event and the original cost of the investment as calculated under special rules.

#### **Deemed Disposals**

A deemed disposal of Shares will occur on each and every eighth anniversary of the acquisition of Shares in the ICAV held by Irish Resident investors who are not Exempt Irish Residents. The ICAV may elect not to account for Irish tax in respect of deemed disposals in certain circumstances. Where the total value of Shares held by investors who are Irish Resident and, who are not Exempt Irish Residents, is 10% or more of the Net Asset Value of the relevant Fund, the ICAV will be liable to account for the tax arising on a deemed disposal in respect of Shares in that Fund. However, where the total value of Shares held by such investors is less than 10% of the Net Asset Value of the relevant 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 investors that it has made such an election and those investors will be obliged to account for the tax arising under the self-assessment system themselves.

The deemed gain will be calculated as the difference between the value of the Shares held by the investor on the relevant eighth year anniversary or, 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 investors 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.

### *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.

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, redemption, repurchase, 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.

### **Overseas Dividends**

Dividends and interest (if any) 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 and such taxes may not be recoverable by the ICAV or its shareholders. 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 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, sale 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.

Generally, 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.

No stamp duty will arise on reconstructions or amalgamations of investment undertakings under Section 739H of the TCA, provided the reconstructions or amalgamations are undertaken for bona fide commercial purposes and not for the avoidance of tax.

### **Residence**

In general, investors in the ICAV will be 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 that tax year; or (2) for a period of at least 280 days in aggregate, taking into account the number of days spent in Ireland in that tax year together with the number of days spent in Ireland in the preceding tax year, provided that the individual is present in Ireland for more than 30 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 in Ireland 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 in Ireland 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 it is incorporated in Ireland, except where 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. 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.

## **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.

### **Investment Undertaking Reporting**

Pursuant to Section 891C 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, date of birth (if on record) and 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) and the investment number associated with and the value of the Shares held by the Shareholder. 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.

Investors should note the section entitled "OECD– Common Reporting Standard" below for information on additional investor information gathering and reporting requirements to which the ICAV is subject.

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

The provisions of FATCA 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 ("FFIs") to foreign tax authorities who will then provide the information to the IRS.

The ICAV may be regarded as an 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).

FATCA compliance is 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 Revenue Commissioners 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 Revenue Commissioners, in turn, report such information to the IRS. If a Shareholder causes (directly or indirectly) 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 repurchase 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.

By investing (or continuing to invest) in the ICAV, investors shall be deemed to acknowledge that:

- (i) the ICAV (or its agent) may be required to disclose to the Revenue Commissioners certain confidential Information in relation to the investor, including, but not limited to, the investor's name, address, tax identification number (if any), social security number (if any) and certain information relating to the investor's investment;
- (ii) the Revenue Commissioners may be required to automatically exchange information as outlined above with the IRS;

- (iii) the ICAV (or its agent) was and in the future may be required to disclose to the Revenue Commissioners certain confidential information when registering with the Revenue Commissioners and if the Revenue Commissioners contact the ICAV (or its agent) with further enquiries;
- (iv) the ICAV may require the investor to provide additional information and/or documentation which the ICAV may be required to disclose to the Revenue Commissioners;
- (v) in the event an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the ICAV, or a risk of the ICAV or its investors being subject to withholding tax under the relevant legislative or inter-governmental regime, the ICAV reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned, to the extent permitted by applicable laws, regulations and the Instrument of Incorporation and the ICAV shall observe relevant legal requirements and shall act in good faith and on reasonable grounds; and
- (vi) no investor affected by any such action or remedy shall have any claim against the ICAV (or its agent) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the ICAV in order to comply with any of the IGA or any of the relevant underlying legislation.

In cases where investors invest in the ICAV through an intermediary, investors are reminded to check whether such intermediary is FATCA compliant. In case of doubt, please consult a tax adviser, stockbroker, bank manager, solicitor, accountant or other financial adviser regarding the possible implications of FATCA on an investment in the ICAV and/or any Fund(s).

### **OECD Common Reporting Standard (“CRS”)**

Ireland has 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. 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. The non-provision of such information may result in mandatory redemption of Shares or other appropriate action taken by the ICAV. 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 their own tax adviser on the requirements applicable to their own situation under these arrangements.

By investing (or continuing to invest) in the ICAV, investors shall be deemed to acknowledge that:

- (i) the ICAV (or its agent) may be required to disclose to the Revenue Commissioners certain confidential information in relation to the investor, including, but not limited to, the investor's name, address, tax identification number (if any), social security number (if any) and certain information relating to the investor's investment;
- (ii) the Revenue Commissioners may be required to automatically exchange information as outlined above with the competent tax authorities of other states in or outside the EU that also have implemented CRS;
- (iii) the ICAV (or its agent) was and in the future may be required to disclose to the Revenue Commissioners, to the extent permitted by applicable laws certain confidential information when registering with such authorities and if such authorities contact the ICAV (or its agent) with further enquiries;
- (iv) the ICAV may require the investor to provide additional information and/or documentation which the ICAV may be required to disclose to the Revenue Commissioners;
- (v) in the event an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the ICAV, or a risk of the ICAV or its investors being subject to withholding tax under the relevant legislative or inter-governmental regime, the ICAV reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned, to the extent permitted by applicable laws, regulations and the Instrument of Incorporation and the ICAV shall observe relevant legal requirements and shall act in good faith and on reasonable grounds; and
- (vi) no investor affected by any such action or remedy shall have any claim against the ICAV (or its agent) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the ICAV in order to comply with any of the CRS or any of the relevant underlying legislation.

Investors should consult their professional advisers on the possible tax and other consequences with respect to the implementation of the CRS.

## GENERAL

### Data Protection Notice

Investors should note that the ICAV and/or the Manager may handle their personal data (within the meaning of GDPR, “**Personal Data**”) or Personal Data of individuals connected with an investor’s directors, officers, employees and/or beneficial owners.

This data will be used by or on behalf of the ICAV for the purposes of client identification and the subscription process, management and administration of holdings in the ICAV, statistical analysis, market research and to comply with any applicable legal, taxation or regulatory requirements (including FATCA and CRS). Such data may be disclosed and/or transferred to third parties including regulatory bodies, tax authorities, delegates, advisers and service providers of the ICAV and their or the ICAV’s duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including to countries outside the EEA which may not have the same data protection laws as in Ireland) for the purposes specified. Investors have a right to obtain a copy of their personal data kept by the ICAV, the right to rectify any inaccuracies in personal data held by the ICAV and in a number of circumstances a right to be forgotten and a right to restrict or object to processing.

In particular, in order to comply with the Investment Undertaking Reporting, FATCA, the Common Reporting Standard and DAC 2 information reporting regimes implemented in Ireland by Section 891C, Section 891E to Section 891G (inclusive) of the TCA and regulations made pursuant to those sections, Personal Data (including financial information) may be shared with the Revenue Commissioners. The Revenue Commissioners in turn may exchange information (including personal data and financial information) with foreign tax authorities (including foreign tax authorities located outside the EEA). Please consult the AEOI (Automatic Exchange of Information) webpage on [www.revenue.ie](http://www.revenue.ie) for further information in this regard.

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

The privacy notice prepared in respect of the ICAV and the Manager (in its capacity as the management company of the ICAV) (the “**Privacy Notice**”) contains information on the collection, use, disclosure, transfer and processing of Personal Data by the ICAV and/or the Manager and sets out the rights of individuals in relation to their Personal Data held by the ICAV and/or the Manager.

The Privacy Notice is available at [www.bridgefundsolutions.com](http://www.bridgefundsolutions.com).

Additional details regarding the collection, utilisation, disclosure, transfer, or processing of Personal Data can be obtained via ICAV’s Data Protection Officer, Elizabeth O’Connor, Adrian Lee & Partners, West Pier Business Campus, Dun Laoghaire, Co. Dublin via [compliance@aleepartners.com](mailto:compliance@aleepartners.com). The ICAV’s Data Protection Officer can also be contacted for exercising any rights in relation to Personal Data.

### Conflicts of Interest and Best Execution

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 Funds and their Shareholders are fairly treated.

The Directors, the Manager, the Depositary and the Administrator and the delegates and sub-delegates of the Manager or the Depositary may from time-to-time act as directors, manager, investment manager, investment adviser, depositary, administrator, company secretary, dealer or distributor in relation to, or be otherwise involved in, other funds and accounts established by parties other than the ICAV which have similar investment objectives to those of the ICAV and any Fund. Such other funds and accounts may pay higher or lower fees than a Fund or performance-based

fees for such services. The 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 Manager may hold Shares in any Fund. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interests with the ICAV and a Fund. Each of the Directors, the Manager, the Depositary and the Administrator and the delegates and sub-delegates of the Manager or the Depositary will, at all times, have regard in such event to its obligations to the ICAV and the Fund and will ensure that such conflicts are resolved fairly. In addition, any of the foregoing may deal, as principal or agent, with the ICAV in respect of the assets of a Fund, provided that 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 Depositary 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 Depositary;
- (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 Depositary is or, in the case of a transaction involving the Depositary, the Manager is, satisfied conformed to the requirement that transactions with such parties be conducted at arm's length and in the best interests of Shareholders.

The Depositary or, in the case of a transaction involving the Depositary, the Manager, shall document how it or they complied with the requirements of (a), (b) or (c) above. Where transactions are conducted in accordance with (c) above, the Depositary or, in the case of a transaction involving the Depositary, the Manager, shall document its or their rationale for being satisfied that the transaction conformed to the requirement that transactions with such parties be conducted at arm's length and in the best interests of Shareholders.

The ICAV and/or the Manager may appoint the Depositary or one of its group companies to provide a currency hedging service to the ICAV in respect of one or more Funds and the Depositary may have a financial or business interest in such service and may receive remuneration for such services. The Depositary shall maintain a conflict of interest policy to address this and the Manager shall monitor such service.

The management of the collateral policy of the ICAV in respect of securities lending and repurchase agreements transactions, is consistent with the one described above.

The 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 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 Manager or any Investment Manager may be responsible for valuing certain securities held by the Funds and consequently a conflict of interest could arise between its interests and those of a Fund. In the event of such a conflict of interests, the Manager shall have regard to its obligations to the ICAV and the Fund and will ensure that such a conflict is resolved fairly and in the best interests of the Shareholders.

The ICAV has adopted a policy designed to ensure that its service providers act in a Fund's best interests when executing decisions to deal and placing orders to deal on behalf of the Fund in the

context of managing the Fund's portfolio. For these purposes, all reasonable steps must be taken to obtain the best possible result for the Fund, 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 execution policy and any material changes to the policy are available to Shareholders at no charge upon request.

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 and investors on its website.

### **Complaints**

Information regarding the Manager's complaint procedures is available to Shareholders free of charge upon request at [www.bridgefundservices.com](http://www.bridgefundservices.com). Shareholders may file complaints about the ICAV free of charge at the registered office of the Manager.

### **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 500 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. The Subscriber Shares do not participate in the assets of any Fund.

Each of the Shares entitles the Shareholder to participate equally on a pro rata basis in the dividends and net assets of a 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 Fund and shall be used in the acquisition on behalf of the relevant Fund of assets in which the Fund may invest. The records and accounts of each Fund shall be maintained separately.

The Directors reserve the right to redesignate any Class 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.

Each of the Shares entitles the Shareholder to attend and vote at meetings of the ICAV and of the relevant Class of a Fund represented by those Shares. No Class 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 or any voting rights in relation to matters relating solely to any other Class.

Any resolution to alter the Class rights of the Shares requires the approval of three quarters of the Shareholders 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 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.

There are two Subscriber Shares in issue. 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 Fund or of the ICAV.

### **The ICAV and Segregation of Liability**

The ICAV is an umbrella fund with segregated liability between Funds and each Fund may comprise one or more Classes of Shares in the ICAV. The Directors may, from time to time, upon the prior approval of the Central Bank, establish further Funds by the issue of one or more separate Classes

of Shares on such terms as the Directors may resolve. The Directors may, from time to time, in accordance with the requirements of the Central Bank, establish one or more separate Classes of Shares within each Fund on such terms as the Directors may resolve.

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

- (a) the proceeds from the issue of Shares representing a Fund shall be applied in the books of the ICAV to the Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Instrument of Incorporation;
- (b) where any asset is derived from another asset, such derivative asset shall be applied in the books of the ICAV to the same 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 Fund;
- (c) where the ICAV incurs a liability which relates to any asset of a particular Fund or to any action taken in connection with an asset of a particular Fund, such a liability shall be allocated to the relevant Fund, as the case may be; and
- (d) where an asset or a liability of the ICAV cannot be considered as being attributable to a particular Fund, such asset or liability, subject to the approval of the Depositary, shall be allocated to all the Funds pro rata to the Net Asset Value of each Fund.

Any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund, and neither 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 Fund in satisfaction of any liability incurred on behalf of, or attributable to, any other Fund.

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

- (a) 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 Fund in the discharge of all or any part of a liability which was not incurred on behalf of that Fund;
- (b) if any party contracting with the ICAV shall succeed by any means whatsoever or wheresoever in having recourse to any assets of any Fund in the discharge of all or any part of a liability which was not incurred on behalf of that 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
- (c) 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 Fund in respect of a liability which was not incurred on behalf of that 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 (a) to (c) 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 Fund.

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

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

Separate records shall be maintained in respect of each Fund.

### **Meetings and Votes of Shareholders**

All general meetings of the ICAV or a Fund shall be held in Ireland.

#### *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 2025 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.

Only persons entered in the ICAV's register of Shareholders (i.e., registered holders of Shares and Subscriber Shares) are entitled to vote at meetings of the ICAV.

#### *Procedures at General Meetings*

The Shareholders shall on a poll be entitled to one vote per Share, shall be entitled to such dividends as the Directors may from time to time declare and, in the event of a winding up or dissolution of the ICAV, be entitled, in priority to the holders of the Subscriber Shares, firstly to an amount equal to the Net Asset Value of the Class held at the date of winding up and, after payment to the holders of the Subscriber Shares of the nominal amount paid up thereon, to participate in surplus assets of the ICAV (if any).

The holders of the Subscriber Shares shall, on a poll, be entitled to one vote per Subscriber Share, shall not be entitled to any dividends whatsoever in respect of their holding of Subscriber Shares, and shall, in the event of a winding up or dissolution of the ICAV, be entitled (after payment to the holders of the Shares of a sum equal to the Net Asset Value of the Shares as at the date of commencement to wind up) to payment in respect of the nominal amount paid up thereon out of the assets of the ICAV, if any.

Subject to the provisions of the Instrument of Incorporation and any special terms as to voting upon which any Shares may be issued or may for the time being be held, at any general meeting on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy shall have one vote. To be passed, resolutions of the ICAV in general meeting will require a simple majority of the votes cast by the Shareholders at the meeting at which the resolution is proposed. A majority of not less than 75% of the Shareholders present and (being entitled to vote) voting in general meetings is required in order to (i) amend the Instrument of Incorporation and (ii) wind up the ICAV.

The rights attached to any Class may be varied or abrogated with the consent in writing of Shareholders holding 75% of the issued and outstanding Shares of that Class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the Shares of the Class in accordance with the Instrument of Incorporation.

The quorum for any general meeting shall be one person 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 simple majority 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 provide that matters may be determined by a meeting of Shareholders on a show of hands 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. On a show of hands a Shareholder present at a meeting is entitled to one vote. 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.

### **Compulsory Redemption**

Shareholders are required to notify the Administrator immediately if they are no longer a Qualified Holder or if they become no longer eligible to be a shareholder in the ICAV or persons who are otherwise subject to restrictions on ownership as set out herein in which Shareholders may be required to redeem or transfer their Shares.

The Directors in consultation with the Manager may compulsorily redeem any Shares which are or become owned, directly or indirectly, by or for the benefit of any person in breach of any restrictions on ownership from time to time as set out herein or if the holding of Shares in the following circumstances:

- (i) any person in breach of the law or requirements of any country or governmental authority by virtue of which such person is not qualified to hold Shares including without limitation any exchange control regulations;
- (ii) a person who is, or any person who has acquired such Shares on behalf of, or for the benefit of US Person in contravention of applicable laws and regulations;
- (iii) any person, whose holding would cause or be likely to cause the ICAV to be required to register as an "investment company" under the 1940 Act or to register any class of its securities under the 1940 Act or similar statute;
- (iv) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons connected or not, or any other circumstances appearing to the Directors to be relevant) which in the opinion of the Directors might result in the ICAV or any Fund or Shareholders of the ICAV or Fund as a whole incurring any liability to taxation or suffering any tax, legal, pecuniary, regulatory liability or material administrative disadvantage which the ICAV, the Fund or the Shareholders or any of them might not otherwise have incurred or suffered;
- (v) any person who does not supply any information or declarations required by the Directors within seven days of a request to do so by the Directors;
- (vi) any person who, otherwise than as a result of depreciation in the value of his holding, holds less than the minimum holding for a particular Fund or Class of Participating Shares; or
- (vii) any person who is no longer eligible to be a shareholder in the ICAV.

In all cases of compulsory redemption, the Directors retain the right to determine the Dealing Day for the redemption.

### **Compulsory (Total) Redemption**

The ICAV may compulsorily repurchase all of the Shares of any Fund if the Net Asset Value of the relevant Fund is less than the minimum fund size (if any) specified in the relevant Fund Supplement.

The Instrument of Incorporation also permits the Directors to close a particular Fund or Class (i) where they deem it appropriate because of changes in the economic or political situation affecting the Fund or Class; (ii) where it is no longer possible or practicable, in the opinion of the Directors, to use FDIs in respect of a Fund or Class for reasons including but not limited to, a situation where it is not economical to do so; (iii) where the Manager resigns or is removed or the Management Agreement is terminated and no replacement manager is appointed within three months from the date of such resignation, removal or termination; (iv) where a service provider resigns or is removed, and no suitable successor is appointed; or (v) at the Directors' discretion on prior notice to Shareholders.

Following the closure of a particular Class, further Shares of that Class may be issued at the discretion of Directors provided that the issue that led to the closure of the Class no longer exists for that Class and the Class is not the last remaining Class in a Fund.

Any such compulsory termination of a Fund or a particular Class will require at least 30 days' prior written notice to Shareholders of the relevant Fund or Class. As an alternative, but subject to prior approval of the Central Bank and of the Shareholders of the Fund or Class affected, the Directors may arrange for a Fund or Class to be merged with another Fund or Class of the ICAV or with another UCITS.

A particular Fund or Class may be closed in circumstances other than those mentioned above with the consent of a simple majority of the Shareholders present or represented at a meeting of Shareholders of that Fund or Class. Any closure determined on by the above provisions will be binding on all the holders of the Shares of the relevant Fund or Class.

Where a particular Fund or Class is terminated, the redemption price payable on termination will be calculated on a basis reflecting the realisation and liquidation costs on closing the Fund or Class.

The Directors have the power to suspend dealings in the Shares of any Fund or Class where it is to be terminated in accordance with the above provisions. Such suspension may take effect at any time after the notice has been given by the Directors as mentioned above or, where the termination requires the approval of Shareholders, after the passing of the relevant resolution. Where Shares of such Fund or Class are not suspended, the prices of Shares may be adjusted to reflect the anticipated realisation and liquidation costs mentioned above.

### **Deferred Repurchase**

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 shall be approved by the Depositary.

### **Reports**

In each year the Directors shall arrange to be prepared an annual report and audited annual accounts for the ICAV in accordance with IFRS. Upon publication, which shall be within four months of the end of the financial year, and at least 21 days before the annual general meeting (if applicable), these will be available to investors on request by electronic mail and the ICAV shall place a copy of such document at [www.aleepartners.com](http://www.aleepartners.com). In addition, the ICAV shall make available to investors upon publication, which shall be 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 and the first audited accounts shall be made up to 31 December 2024. Unaudited half-yearly accounts shall be made up to 30 June in each year and the first half-yearly accounts shall be made up to 30 June 2025.

Audited annual reports and unaudited half-yearly reports incorporating financial statements shall be available free of charge along with the Instrument of Incorporation to investors on request by electronic mail. The ICAV shall place copies of such documents at [www.aleepartners.com](http://www.aleepartners.com).

### **Remuneration Policy of the Manager**

In line with the provisions of the UCITS Directive, the Manager applies its remuneration policy and practices in a way and to the extent that is proportionate to its size, its internal organisation and the nature, scope and complexity of its activities.

Where the Manager delegates investment management functions in respect of any Fund, it will ensure that any such delegates so appointed by it apply in a proportionate manner the remuneration rules as detailed in the UCITS Directive or, alternatively, that such delegates are subject to equally effective remuneration requirements in their home jurisdiction.

Details of the remuneration policy of the Manager including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, will be available at [www.bridgefundservices.com](http://www.bridgefundservices.com), and a paper copy will be made available free of charge upon request.

#### **Miscellaneous**

- (a) The ICAV is not, and has not been since its registration, engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Directors to be pending or threatened by or against the ICAV.
- (b) There are no service contracts in existence between the ICAV and any of its Directors.
- (c) Kevin Mahon and Adrian Lee are currently employees of the Investment Manager or its affiliates. At the date of this document, neither the Directors nor their spouses nor their infant children nor any connected person have any direct or indirect interest in the share capital of the ICAV or any options in respect of such capital, however the Investment Manager and/or the Directors may subscribe for Shares in the ICAV in the future.
- (d) At the date of this document, the ICAV has no loan capital (including term loans) outstanding or created but unissued and no outstanding mortgages, charges or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and liabilities under acceptances or acceptance credits, finance leases, hire purchase commitments, guarantees or contingent liabilities in respect of any of the Funds.
- (e) Save as disclosed herein in the section entitled "Fees, Costs and Expenses" above, no commissions, discounts, brokerage, or other special terms have been granted by the ICAV in relation to Shares issued by the ICAV; on any issue or sale of Shares, the Investment Manager may, out of its own funds or out of the sales charges, pay commissions on applications received through brokers and other professional agents or grant discounts.
- (f) The ICAV does not have, nor has it had since its registration, any employees or subsidiary companies.

## **SCHEDULE I**

### **The Regulated Markets**

The following is a list of regulated stock exchanges and markets in which the assets of each Fund may be listed and/or traded from time to time and is set out in accordance with the regulatory criteria as defined in the Central Bank Regulations. With the exception of permitted investments in unlisted securities, each Fund will only invest in securities traded on a stock exchange or market which meets the regulatory criteria (regulated, operating regularly, be recognised and open to the public) and which is listed in this Prospectus. The Central Bank does not issue a list of approved stock exchanges or markets. A Regulated Market shall comprise any stock exchange which is located in any Member State (except Malta) or located in any of the following countries: Australia, Canada, Japan, Hong Kong, New Zealand, Norway, Switzerland, the UK, the US, or any stock exchange included in the following list:

- Argentina - the stock exchanges in Buenos Aires, Cordoba, Mendoza, Rosario and La Plata;
- Bangladesh – the stock exchanges in Chittagong and Dhaka;
- Botswana – the Botswana Share Market;
- Brazil – the stock exchanges in Sao Paulo, Brasilia, Bahia-Sergipe-Alagoas, Extremo Sul Porto Alegre, Parana Curitiba, Regional Fortaleza, Santos, Pernambuco e Paraiba and Rio de Janeiro;
- Chile – the stock exchanges in Santiago and Valparaiso;
- China - the stock exchanges in Shanghai and Shenzhen;
- Colombia – the stock exchanges in Bogota and Medellin;
- Croatia – the Zagreb Stock Exchange;
- Egypt – the stock exchanges in Cairo and Alexandria;
- Ghana – the Ghana Stock Exchange;
- Hong Kong – the stock exchange in Hong Kong;
- Iceland – the stock exchange in Reykjavik;
- India – the Bombay Stock Exchange, the National Stock Exchange, the stock exchanges in Madras, Delhi, Ahmedabad, Bangalore, Cochin, Guwahati, Magadh, Pune, Hyderabad, Ludhiana, Uttar Pradesh and Calcutta;
- Indonesia – the stock exchanges in Jakarta and Surabaya;
- Israel – the stock exchange in Tel Aviv;
- Jordan – the stock exchange in Amman;
- Kazakhstan – the Kazakhstan Stock Exchange;
- Kenya – the stock exchange in Nairobi;
- Korea – the stock exchange in Seoul;
- Mauritius – the stock exchange in Mauritius;
- Malaysia – the stock exchange in Kuala Lumpur;
- Mexico – the stock exchange in Mexico City;
- Morocco - the stock exchange in Casablanca;
- Pakistan – the stock exchanges in Karachi and Lahore;

- Peru – the stock exchange in Lima;
- Philippines – the Philippine Stock Exchange;
- Singapore – the stock exchange in Singapore;
- Serbia – the Belgrade Stock Exchange;
- South Africa – the stock exchange in Johannesburg;
- Sri Lanka – the stock exchange in Colombo;
- Taiwan – the stock exchange in Taipei;
- Thailand – the stock exchange in Bangkok;
- Tunisia – the stock exchange in Tunis;
- Turkey – the stock exchange in Istanbul;
- United Arab Emirates - Dubai Financial Market;
- Vietnam – the Ho Chi Minh City Stock Exchange;
- Zambia – the Lusaka Stock Exchange;

or any of the following:

- the market organised by the International Capital Markets Association;
- the “listed money market institutions”, as described in the Bank of England publication “The Regulation of the Wholesale Cash and OTC Derivatives Markets in Sterling, Foreign Currency and Bullion” dated April, 1988 (as amended from time to time);
- the market comprising dealers which are regulated by the Federal Reserve Bank of New York;
- the over-the-counter market conducted by primary and secondary dealers comprising dealers which are regulated by the United States Financial Industry Regulatory Authority and the United States Securities and Exchange Commission;
- Nasdaq; and
- the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan.

The following is a list of regulated futures and options exchanges and markets in which the assets of each Fund may be invested from time to time and is set out in accordance with the Central Bank’s requirements. The Central Bank does not issue a list of approved futures and options exchanges or markets.

- (a) all futures and options exchanges: in a Member State;
- (b) in a Member State of the European Economic Area (EEA) (excluding Iceland and Liechtenstein i.e., Norway);
- (c) any derivatives and options exchanges included in the following list:
  - Australian Stock Exchange;
  - Bermuda Stock Exchange;
  - Bolsa Mexicana de Valores;
  - Chicago Board of Trade;
  - Chicago Board Options Exchange;
  - Chicago Mercantile Exchange; the Commodity Exchange Inc;

- Coffee, Sugar and Cocoa Exchange;
- Copenhagen Stock Exchange (including FUTOP);
- EDX London;
- Eurex Deutschland;
- Euronext Amsterdam;
- Euronext.liffe;
- Euronext Paris;
- European Options Exchange;
- Financial Futures and Options Exchange;
- Financiele Termijnmarkt Amsterdam;
- Finnish Options Market;
- Hong Kong Futures Exchange;
- International Monetary Market;
- International Capital Market Association;
- Irish Futures and Option Exchange (IFOX);
- New Zealand Futures and Options Exchange;
- Kansas City Board of Trade
- Korean Futures Exchange;
- Korean Stock Exchange;
- Marche des options Negocioables de Paris (MONEP);
- Marche a Terme International de France;
- MEFF Renta Fiji;
- MEFF Renta Variable;
- Midwest Stock Exchange;
- Montreal Exchange;
- Nasdaq Stock Market;
- New York Futures Exchange;
- New York Mercantile Exchange;
- New York Stock Exchange;
- NYSE MKT;
- Osaka Securities Exchange;
- OMX Exchange Helsinki;
- OMX The London Securities and Derivatives Exchange Ltd.;
- OM Stockholm AB;
- Pacific Stock Exchange;
- Philadelphia Board of Trade;
- Philadelphia Stock Exchange;

- Singapore International Monetary Exchange;
- Singapore Stock Exchange;
- Tokyo International Financial Futures Exchange;
- Tokyo Stock Exchange;
- Singapore International Monetary Exchange;
- South Africa Futures Exchange (SAFEX);
- Sydney Futures Exchange;
- Tokyo Stock Exchange;
- Toronto Futures Exchange; and
- TSX Group Exchange.

These markets and exchanges are listed in accordance with the requirements of the Central Bank, which does not issue a list of approved markets and exchanges.

## SCHEDULE II

### Investment Restrictions

1	Permitted Investments
	<p>Investments of a UCITS are confined to:</p> <p><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.</p> <p><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.</p> <p><b>1.3</b> Money market instruments other than those dealt on a regulated market.</p> <p><b>1.4</b> Units of UCITS.</p> <p><b>1.5</b> Units of AIFs.</p> <p><b>1.6</b> Deposits with credit institutions.</p> <p><b>1.7</b> Financial derivative instruments.</p>
2	Investment Restrictions
	<p><b>2.1</b> A UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.</p> <p><b>2.2</b> Recently Issued Transferable Securities</p> <p>Subject to paragraph (2) a responsible person shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations 2011 apply.</p> <p>Paragraph (1) does not apply to an investment by a responsible person in US Securities known as "Rule 144 A securities" provided that;</p> <ul style="list-style-type: none"> <li>(a) the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue; and</li> <li>(b) the securities are not illiquid securities i.e., they may be realised by the UCITS within 7 days at the price, or approximately at the price, which they are valued by the UCITS.</li> </ul> <p><b>2.3</b> A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.</p> <p><b>2.4</b> The limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a UCITS invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80%</p>

	<p>of the net asset value of the UCITS. It is not proposed to avail of this without the prior approval of the Central Bank.</p> <p><b>2.5</b> The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.</p> <p><b>2.6</b> The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.</p> <p><b>2.7</b> A UCITS shall not invest more than 20% of its assets in deposits made with the same body.</p> <p><b>2.8</b> The risk exposure of a UCITS to a counterparty to an OTC derivative may not exceed 5% of net assets.</p> <p>This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.</p> <p><b>2.9</b> Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:</p> <ul style="list-style-type: none"> <li>- investments in transferable securities or money market instruments;</li> <li>- deposits, and/or</li> <li>- counterparty risk exposures arising from OTC derivatives transactions.</li> </ul> <p><b>2.10</b> The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.</p> <p><b>2.11</b> Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.</p> <p><b>2.12</b> A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.</p> <p>The individual issuers must be listed in the prospectus and may be drawn from the following list:</p> <p>OECD Governments (provided the relevant issues are of investment grade), Government of Brazil (provided the issues are investment grade), Government of the People's Republic of China, Government of India (provided the issues are of investment grade), Government of Saudi Arabia (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority and Straight-A Funding LLC.</p> <p>The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.</p>
<b>3</b>	<b>Investment in Collective Investment Schemes ("CIS")</b>

<b>3.1</b>	A UCITS may not invest more than 20% of net assets in any one CIS.
<b>3.2</b>	Investment in AIFs may not, in aggregate, exceed 30% of net assets.
<b>3.3</b>	The CIS are prohibited from investing more than 10 per cent of net assets in other open-ended CIS.
<b>3.4</b>	When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.
<b>3.5</b>	Where by virtue of investment in the units of another investment fund, a responsible person, an investment manager or an investment adviser receives a commission on behalf of the UCITS (including a rebated commission), the responsible person shall ensure that the relevant commission is paid into the property of the UCITS.
<b>4</b>	<b>Index Tracking UCITS</b>
<b>4.1</b>	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank.
<b>4.2</b>	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
<b>5</b>	<b>General Provisions</b>
<b>5.1</b>	An investment company, ICAV or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
<b>5.2</b>	<p>A UCITS may acquire no more than:</p> <ul style="list-style-type: none"> <li>(i) 10% of the non-voting shares of any single issuing body;</li> <li>(ii) 10% of the debt securities of any single issuing body;</li> <li>(iii) 25% of the units of any single CIS;</li> <li>(iv) 10% 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>	<p>5.1 and 5.2 shall not be applicable to:</p> <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> <li>(iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding</li> </ul>

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

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

## SCHEDULE III

### Investment Techniques and Instruments

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

1. The ICAV shall only invest assets of a Fund in FDI if:
  - 1.1 the relevant underlying reference assets 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 do not expose the Fund to risks which it could not otherwise assume (e.g., gain exposure to an instrument/issuer/currency to which the Fund cannot have a direct exposure);
  - 1.3 the FDI do not cause the Fund to diverge from its investment objectives;
  - 1.4 the reference in 1.1 above to financial indices shall be understood as a reference to indices which fulfil the following criteria:
    - (a) they are sufficiently diversified, in that the following criteria are fulfilled:
      - (i) 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;
      - (ii) 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;
      - (iii) 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;
    - (b) they represent an adequate benchmark for the market to which they refer, in that the following criteria are fulfilled:
      - (i) the index measures the performance of a representative group of underlyings in a relevant and appropriate way;
      - (ii) 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;
      - (iii) the underlyings are sufficiently liquid, which allows users to replicate the index, if necessary;
    - (c) they are published in an appropriate manner, in that the following criteria are fulfilled:
      - (i) 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;

- (ii) 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 (a), (b) or (c) 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; and

- 1.5 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 Fund must comply with Regulations 70, 71, 72, 73 and 74 of the UCITS Regulations.

### **Credit derivatives**

- 2. Credit FDI, which shall mean unfunded total return OTC swaps, are permitted where:

- 2.1 they allow the transfer of the credit risk of an asset as referred to in paragraph 1.1 above, independently from the other risks associated with that asset;
- 2.2 they do not result in the delivery or in the transfer, including in the form of cash, of assets other than those referred to in Regulations 68(1) and (2) of the UCITS Regulations;
- 2.3 they comply with the criteria for OTC FDI set out in paragraph 4 below; and
- 2.4 their risks are adequately captured by the risk management process of the Fund, and by its internal control mechanisms in the case of risks of asymmetry of information between the Fund and the counterparty to the credit derivative resulting from potential access of the counterparty to non-public information on firms the assets of which are used as underlyings by credit derivatives. The Fund must undertake the risk assessment with the highest care when the counterparty to the FDI is a related party of the Fund or the credit risk issuer.

- 3. FDI must be dealt in on a market which is regulated, operates regularly, is recognised and is open to the public in a Member State or a non-Member State. Restrictions in respect of individual stock exchanges and markets may be imposed by the Central Bank on a case by case basis.

- 4. Notwithstanding paragraph 3, a Fund may invest in OTC FDI if:

- 4.1 the counterparty is: (a) a credit institution that is within any of the categories set out in Regulation 7 of the Central Bank Regulations; (b) an investment firm authorised in accordance with the Markets in Financial Instruments Directive; (c) 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 (d) such other categories of counterparties as are permitted by the Central Bank;
- 4.2 where a counterparty within sub-paragraphs (b) or (c) of paragraph 4.1: (a) 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 a counterparty's short-term credit rating is downgraded to A-2 or below

(or comparable rating) by the credit rating agency referred to in subparagraph (a) of this paragraph 4.2 this shall result in a new credit assessment being conducted of the counterparty by the ICAV without delay;

4.3 where an OTC FDI referred to in paragraph 4.1 above is subject to a novation, the counterparty after the novation must be:

- (a) an entity that is within one of the categories set out in paragraph 4.1 above; or
- (b) a CCP authorised, or recognised by ESMA under EMIR or, pending recognition by ESMA under Article 25 of EMIR, an entity classified as a derivatives clearing organisation by the Commodity Futures Trading Commission or a clearing agency by the SEC (both CCP);

4.4 risk exposure to the counterparty does not exceed the limits set out in Regulation 70(1)(c) of the UCITS Regulations. In this regard, the Fund shall calculate the counterparty exposure using the positive mark-to-market value of the OTC FDI contract with that counterparty. The Fund may net FDI positions with the same counterparty, provided that the Fund is able to legally enforce netting arrangements with the counterparty. Netting is only permissible with respect to OTC FDI with the same counterparty and not in relation to any other exposures the Fund may have with the same counterparty. The ICAV may take account of collateral received by the Fund 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; and

4.5 the OTC FDI are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Fund's initiative.

A Fund shall receive such collateral as necessary to ensure that the Fund's risk exposure to the counterparty, taking into account any netting arrangements as described in paragraph 4.4 above, does not exceed limits set out in Regulation 70(1)(c) of the UCITS Regulations.

Where a Fund engages with a counterparty in the context of a Securities Financing Transaction within the meaning of the SFTR (i.e., (i) a repurchase transaction; (ii) a reverse repurchase transaction; and/or (iii) securities lending transaction, each as defined in the SFTR) and/or a total return swap, the criteria for selecting that counterparty shall be those outlined in paragraphs 4.1 and 4.2 above.

- 5. Collateral received must at all times meet with the requirements set out in paragraphs 25 to 32 below.
- 6. Collateral passed to an OTC FDI counterparty by or on behalf of a Fund must be taken into account in calculating exposure of the Fund to counterparty risk as referred to in Regulation 70(1)(c) of the UCITS Regulations. Collateral passed may be taken into account on a net basis only if the Fund is able to legally enforce netting arrangements with this counterparty.

#### **Calculation of issuer concentration risk and counterparty exposure risk**

- 7. A Fund using the commitment approach must ensure that its global exposure does not exceed its total Net Asset Value. The Fund may not therefore be leveraged in excess of 100% of its Net Asset Value. A Fund using the VaR approach must employ back testing and stress testing and comply with other regulatory requirements regarding the use of VaR. The

VaR method is detailed in the relevant Fund's risk management procedures for FDI, which are described below under "Risk management process and reporting".

A Fund's expected level of leverage will be disclosed in the relevant Fund Supplement.

The Fund Supplement of a Fund using the VaR approach will disclose the possibility of higher levels of leverage, beyond the expected levels of leverage disclosed, and information on any reference portfolio(s).

For the purpose of calculating the expected leverage of a Fund using VaR:

- (i) VaR will be calculated daily and leverage will be calculated as the sum of the notionals of the derivatives used;
- (ii) the calculation of leverage may be supplemented with leverage calculated on the basis of a commitment approach; and
- (iii) the creation of leveraged exposure to an index via FDI, or the inclusion of a leverage feature in an index, shall be taken into account in assessing the expected and higher levels of leverage which will be disclosed in a Fund Supplement as necessary.

Each Fund must calculate issuer concentration limits as referred to in Regulation 70 of the UCITS Regulations on the basis of the underlying exposure created through the use of FDI pursuant to the commitment approach.

- 8. 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.
- 9. 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 Fund in the event of the insolvency of the broker, the ICAV shall calculate exposure of the Fund within the OTC counterparty limit referred to in Regulation 70(1)(c) of the UCITS Regulations.
- 10. The calculation of issuer concentration limits as referred to in Regulation 70 of the UCITS Regulations must take account of any net exposure to a counterparty generated through a stocklending or repurchase agreement. Net exposure refers to the amount receivable by a Fund less any collateral provided by the Fund. Exposures created through the reinvestment of collateral must also be taken into account in the issuer concentration calculations.
- 11. When calculating exposures for the purposes of Regulation 70 of the UCITS Regulations, the ICAV must establish whether the exposure of the Fund is to an OTC counterparty, a broker, a central counterparty or a clearing house.
- 12. Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments or collective investment schemes when combined, where relevant, with positions resulting from direct investments, may not exceed the investment limits set out in Regulations 70 and 73 of the UCITS Regulations. When calculating issuer-concentration risk, the FDI (including embedded FDI) must be looked through in determining the resultant position exposure. This position exposure must be taken into account in the issuer concentration calculations. Issuer concentration of a Fund must be calculated using the commitment approach when appropriate or the maximum potential loss as a result of default by the issuer if more conservative. It must also be calculated by all Funds, regardless of whether they use VaR for global exposure purposes. This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in Regulation 71(1) of the UCITS Regulations.

13. A transferable security or money market instrument embedding a FDI shall be understood as a reference to financial instruments which fulfil the criteria for transferable securities or money market instruments set out in the UCITS Regulations and which contain a component which fulfils the following criteria:
- (a) 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;
  - (b) its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract;
  - (c) it has a significant impact on the risk profile and pricing of the transferable security or money market instrument.
14. 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.

#### **Cover requirements**

15. The ICAV shall ensure that, at all times, a Fund is capable of meeting all its payment and delivery obligations incurred by transactions involving FDI.
16. The ICAV shall ensure that, at all times, the risk management process of a Fund includes the monitoring of FDI transactions to ensure that every such transaction is covered adequately.
17. The ICAV shall ensure that, at all times, a transaction in FDI which gives rise to, or could potentially give rise to, a future commitment on behalf of a Fund is covered in accordance with the following:
- (a) in the case of FDI that is, automatically or at the discretion of the Fund, cash-settled, the Fund must, at all times, hold liquid assets that are sufficient to cover the exposure; and
  - (b) in the case of FDI which require physical delivery of the underlying asset, the asset must be held at all times by a Fund. Alternatively a Fund may cover the exposure with sufficient liquid assets where:
    - (i) the underlying assets consist of highly liquid fixed income securities; and/or
    - (ii) the exposure can be covered without the need to hold the underlying assets, the specific FDI are addressed in the risk management process and details are provided in the Prospectus.

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

18. A 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 the Central Bank Regulations. The risk management process is required to include information in relation to:

- (a) permitted types of FDI, including embedded FDI in transferable securities and money market instruments;
- (b) details of the underlying risks;
- (c) relevant quantitative limits and how these will be monitored and enforced; and
- (d) methods for estimating risks.

Amendments to the initial filing must be filed with the Central Bank together with Central Bank risk management process application form. The Central Bank may object to the amendments notified to it and amendments and/or associated activities objected to by the Central Bank may not be made.

19. The ICAV must submit a report to the Central Bank on its 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.

**Techniques and instruments, including repurchase/reverse repurchase agreements and securities lending, for the purposes of efficient portfolio management**

20. A Fund may employ techniques and instruments relating to transferable securities and money market instruments subject to the UCITS Regulations and to conditions imposed by the Central Bank. The use of these techniques and instruments should be in line with the best interests of the Fund.
21. 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:
  - 21.1 they are economically appropriate in that they are realised in a cost-effective way;
  - 21.2 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 Fund with a level of risk which is consistent with the risk profile of the Fund and the risk diversification rules set out in Regulation 71 of the UCITS Regulations; and
  - 21.3 their risks are adequately captured by the risk management process of the Fund.

**Repurchase/reverse repurchase agreements and securities lending**

22. Repurchase/reverse repurchase agreements and securities lending ("efficient portfolio management techniques") may only be effected in accordance with the conditions and limits set out in the Central Bank UCITS Regulations.
23. All assets received by a Fund in the context of efficient portfolio management techniques should be considered as collateral and should comply with the criteria set down in paragraph 25 below.
24. Collateral must, at all times, meet with the criteria in paragraph 36.

25. The ICAV shall ensure that the risk management process identifies, manages and mitigates risks linked to the management of collateral, including operational risks and legal risks.
26. Where a Fund receives collateral on a title transfer basis, the ICAV shall ensure that the collateral is to be held by the Depositary. Where a Fund receives collateral on any basis other than a title transfer basis, that collateral may be held by a third party depositary, provided that the depositary is subject to prudential supervision and is unrelated and unconnected to the provider of the collateral.
27. The ICAV shall not sell, pledge or re-invest the non-cash collateral received by a Fund.
28. The ICAV shall ensure that there is in place an appropriate stress testing policy to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy should at least prescribe the following:
  - (a) design of stress test scenario analysis including calibration, certification and sensitivity analysis;
  - (b) empirical approach to impact assessment, including back-testing of liquidity risk estimates;
  - (c) reporting frequency and limit/loss tolerance threshold/s; and
  - (d) mitigation actions to reduce loss including haircut policy and gap risk protection.
29. The ICAV shall establish and ensure adherence to a haircut policy for a Fund which is set out in paragraph 40.
30. Where a counterparty to a repurchase or a securities lending agreement which has been entered into by the ICAV on behalf of a Fund: (a) 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 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.
31. 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.
32. Where the ICAV enters into a reverse repurchase agreement on behalf of a Fund it shall ensure that it 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. In circumstances in which cash is, by virtue of the obligation under Regulation 25(1) of the Central Bank Regulations, 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.
33. Where the ICAV enters into a repurchase agreement on behalf of a Fund it shall ensure that it 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. Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the ICAV.

34. 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.
35. 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 Fund.
36. **Collateral Policy** Where the Fund receives collateral as a result of trading in FDI on an OTC basis or as result of entry into repurchase and reverse repurchase agreements, collateral obtained shall meet at all times, the following criteria:
  - (i) Liquidity: Collateral received other than cash will be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received will also comply with the provisions of Regulation 74 of the Central Bank Regulations;
  - (ii) Valuation: Collateral received will be valued on at least a daily basis and assets that exhibit high price volatility will not be accepted as collateral unless suitably conservative haircuts are in place;
  - (iii) Issuer credit quality: Collateral received will be of high quality. The Manager shall ensure that:
    - (a) where the issuer was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the Manager in the credit assessment process; and
    - (b) where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in (i) this shall result in a new credit assessment being conducted of the issuer by the Manager without delay.
  - (iv) Correlation: Collateral received will be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty;
  - (v) Diversification (asset concentration): Collateral will be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Fund's Net Asset Value. When the Fund is exposed to different counterparties, the different baskets of collateral will be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation from the above diversification requirement (subject to such derogation being permitted by the Central Bank and any additional requirements imposed by the Central Bank), the 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, non-Member State, or public international body of which one or more Member States belong (and which issuers are set out in Section 2.12 of the "Investment Restrictions" section in Appendix I), provided the Fund will receive securities from at least six different issues with securities from any single issue not accounting for more than 30% of the Fund's Net Asset Value;
  - (vi) Immediately available: Collateral received will be capable of being fully enforced by the ICAV on behalf of the Fund at any time without reference to or approval from the counterparty.

### **Permitted types of collateral**

37. Where the Fund receives collateral as a result of trading in FDI on an OTC basis or as result of entry into repurchase and reverse repurchase agreements, the Fund intends, subject to the criteria set out in the Central Bank Regulations and Appendix II to the Prospectus, to accept collateral in the following form:
- (a) cash;
  - (b) government or other public securities;
  - (c) bonds/commercial paper issued by relevant institutions or by non-bank issuers where the issue or the issuer are of high quality;
  - (d) certificates of deposit issued by relevant institutions (as defined by the Central Bank Regulations);
  - (e) letters of credit with a residual maturity of three months or less, which are unconditional and irrevocable and which are issued by relevant institutions;
  - (f) equity securities traded on a stock exchange in the EEA, Switzerland, Canada, Japan, the US, Jersey, Guernsey, the Isle of Man, Australia or New Zealand.
38. Where the ICAV invests cash collateral received by a Fund, such investments shall only be made in one or more of the following:
- (a) deposits with a credit institution referred to in Regulation 7 of the Central Bank Regulations (which are set out in paragraph 4.1 above);
  - (b) high-quality government bonds which, at the time of purchase, have a rating from a recognised rating agency not below than AA (Standard & Poor's and Fitch) or Aa3 (Moody's) or equivalent ratings from other rating agencies;
  - (c) reverse repurchase agreements provided the transactions are with a credit institution referred to in Regulation 7 of the Central Bank Regulations (which are set out in paragraph 4.1 above) and the Fund is able to recall at any time the full amount of cash on an accrued basis; or
  - (d) short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049).
39. 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.

### **Haircut Policy**

40. The Manager has adopted a haircut policy for each class of assets received as collateral by the ICAV. The Manager shall determine the level of haircut applicable to the assets received as collateral, taking into account in particular the type of assets, the credit standing of the issuers, the maturity, the currency, the liquidity and the price volatility of the assets. In respect of the permitted types of collateral above, the Manager's policy is to apply no haircut in respect of cash and to apply a haircut that takes into account the above-mentioned factors in respect of each category of assets and which the Manager considers reflects the market practice.

**Level of collateral required**

41. Collateral obtained must be marked to market daily and must equal or exceed, in value, at all times the value of the amount invested or securities loaned.

## SCHEDULE IV

List of sub-custodians appointed by the Depositary

Country	Sub-Custodian	Relationship Type
Argentina	The Branch of Citibank, N.A. in the Republic of Argentina	Branch
Australia	Citigroup Pty. Limited	Subsidiary
Austria	Citibank Europe plc	Subsidiary
Bahrain	Citibank, N.A., Bahrain Branch	Branch
Bangladesh	Citibank, N.A., Bangladesh Branch	Branch
Belgium	Citibank Europe plc	Subsidiary
Benin	Standard Chartered Bank Cote d'Ivoire	Agent
Bermuda	The Hong Kong & Shanghai Banking Corporation Limited acting through its agent, HSBC Bank Bermuda Limited	Agent
Bosnia-Herzegovina: The Federation of Bosnia and Herzegovina (Sarajevo)	UniCredit Bank d.d. Mostar	Agent
Bosnia-Herzegovina: The Republika of Srpska (Banja Luka)	UniCredit Bank d.d. Mostar	Agent
Botswana	Standard Chartered Bank of Botswana Limited	Agent
Brazil	Citibank, N.A., Brazilian Branch	Branch
Bulgaria	Citibank Europe plc, Bulgaria Branch	Subsidiary
Burkina Faso	Standard Chartered Bank Cote d'Ivoire	Agent
Canada	Citibank Canada	Subsidiary
Chile	Banco de Chile	Affiliate
China	Citibank, N.A., Hong Kong Branch (B shares)	Branch
China	Citibank (China) Co., Limited (Except for B Shares)	Subsidiary
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria	Subsidiary
Costa Rica	Banco Nacional de Costa Rica	Agent
Croatia	Privredna Banka Zagreb d.d.	Agent
Cyprus	Citibank Europe plc, Greece Branch	Subsidiary
Czech Republic	Citibank Europe plc, organizacni slozka	Subsidiary
Denmark	Citibank Europe plc	Subsidiary
Egypt	Citibank, N.A., Egypt	Branch
Estonia	Swedbank AS	Agent
Finland	Citibank Europe plc	Subsidiary

Country	Sub-Custodian	Relationship Type
France	Citibank Europe plc	Subsidiary
Georgia	JSC Bank of Georgia	Agent
Germany	Citibank Europe plc	Subsidiary
Ghana	Standard Chartered Bank of Ghana Limited	Agent
Greece	Citibank Europe plc, Greece Branch	Subsidiary
Guinea-Bissau	Standard Chartered Bank Cote d'Ivoire	Agent
Hong Kong	Citibank, N.A., Hong Kong Branch	Branch
Hungary	Citibank Europe plc, Hungarian Branch Office	Subsidiary
Iceland	Islandsbanki hf	Agent
India	Citibank, N.A., Mumbai Branch	Branch
Indonesia	Citibank, N.A., Jakarta Branch	Branch
*Ireland	Not Applicable. Citibank is a direct member of Euroclear Bank SA/NV, which is an ICSD	N/A
Israel	Citibank, N.A., Israel Branch	Branch
Italy	Citibank Europe plc	Subsidiary
Ivory Coast	Standard Chartered Bank Cote d'Ivoire	Agent
Jamaica	Scotia Investments Jamaica Limited	Agent
Japan	Citibank, N.A., Tokyo Branch	Branch
Jordan	Standard Chartered Bank, Dubai International Financial Centre Branch	Agent
Kazakhstan	Citibank Kazakhstan JSC	Subsidiary
Kenya	Standard Chartered Bank Kenya Limited	Agent
Korea	Citibank Korea Inc.	Subsidiary
Kuwait	Citibank, N.A., Kuwait Branch	Branch
Latvia	Swedbank AS acting through its agent, Swedbank AS	Agent
Lebanon	Blominvest Bank S.A.L.	Agent
Lithuania	Swedbank AS acting through its agent, "Swedbank" AB	Agent
Macedonia (Republic of Macedonia)	Raiffeisen Bank International AG	Agent
Malaysia	Citibank Berhad	Subsidiary
Mali	Standard Chartered Bank Cote d'Ivoire	Agent
*Malta	Not Applicable. Citibank is a direct member of Clearstream Banking S.A., which is an ICSD.	N/A
Mauritius	The Hong Kong & Shanghai Banking Corporation Limited	Agent
Mexico	Banco Nacional de Mexico, S.A.	Citigroup Subsidiary
Morocco	Citibank Maghreb S.A.	Subsidiary

Country	Sub-Custodian	Relationship Type
Namibia	Standard Bank of South Africa Limited acting through its agent, Standard Bank Namibia Limited	Agent
Netherlands	Citibank Europe plc	Subsidiary
New Zealand	Citibank, N.A., New Zealand Branch	Branch
Niger	Standard Chartered Bank Cote d'Ivoire	Agent
Nigeria	Citibank Nigeria Limited	Subsidiary
Norway	Citibank Europe plc	Subsidiary
Oman	Standard Chartered Bank, Oman Branch	Agent
Pakistan	Citibank, N.A., Pakistan Branch	Branch
Panama	Citibank, N.A., Panama Branch	Branch
Peru	Citibank del Peru S.A	Subsidiary
Philippines	Citibank, N.A., Philippines Branch	Branch
Poland	Bank Handlowy w Warszawie SA	Subsidiary
Portugal	Citibank Europe plc	Subsidiary
Qatar	The Hong Kong & Shanghai Banking Corporation Limited acting through its agent, HSBC Bank Middle East Limited	Agent
Romania	Citibank Europe plc, Dublin - Romania Branch	Subsidiary
Saudi Arabia	Citigroup Saudi Arabia	Citigroup Subsidiary
Senegal	Standard Chartered Bank Cote d'Ivoire	Agent
Serbia	UniCredit Bank Srbija JSC	Agent
Singapore	Citibank, N.A., Singapore Branch	Branch
Slovak Republic	Citibank Europe plc, pobočka zahraničnej banky	Subsidiary
Slovenia	UniCredit Banka Slovenija d.d. Ljubljana.	Agent
South Africa	Citibank, N.A., South Africa Branch	Branch
Spain	Citibank Europe plc,	Subsidiary
Sri Lanka	Citibank, N.A., Sri Lanka Branch	Branch
Sweden	Citibank Europe plc, Sweden Branch	Subsidiary
Switzerland	Citibank, N.A., London Branch	Branch
Taiwan	Citibank Taiwan Limited	Subsidiary
Tanzania	Standard Bank of South Africa Ltd. acting through its affiliate, Stanbic Bank Tanzania Ltd.	Agent
Thailand	Citibank, N.A., Bangkok Branch	Branch
Togo	Standard Chartered Bank Cote d'Ivoire	Agent

Country	Sub-Custodian	Relationship Type
Tunisia	Union Internationale de Banques	Agent
Turkey	Citibank, A.S.	Subsidiary
Uganda	Standard Chartered Bank Uganda Limited	Agent
Ukraine	JSC "Citibank"	Subsidiary
United Arab Emirates, ADX	Citibank, N.A., UAE	Branch
United Arab Emirates, DFM	Citibank, N.A., UAE	Branch
United Arab Emirates, NASDAQ Dubai	Citibank, N.A., UAE	Branch
United Kingdom	Citibank, N.A., London Branch	Branch
United States	Citibank, N.A., New York Offices	Branch
Uruguay	Banco Itau Uruguay S.A.	Agent
Vietnam	Citibank, N.A., Hanoi Branch	Branch
Zambia	Standard Chartered Bank Zambia Plc	Agent
Zimbabwe	Standard Bank of South Africa Ltd. acting through its affiliate Stanbic Bank Zimbabwe Ltd.	Agent
N/A	*Euroclear Bank SA/NV	ICSD
N/A	*Clearstream Banking S.A.	ICSD

## **SCHEDULE V**

### **Currency Abbreviations**

**AED** UAE dirham  
**AUD** Australian dollar  
**BRL** Brazilian real  
**CAD** Canadian dollar  
**CHF** Swiss franc  
**CLP** Chilean peso  
**CNY** Chinese renminbi  
**CZK** Czech koruna  
**DKK** Danish krone  
**EGP** Egyptian pound  
**EUR** Euro  
**GBP** British pound sterling  
**HKD** Hong Kong dollar  
**HUF** Hungarian forint  
**IDR** Indonesian rupiah  
**ILS** Israeli Shekel  
**INR** Indian rupee  
**JPY** Japanese yen  
**KRW** South Korean won  
**KWD** Kuwaiti Dinar  
**MXN** Mexican nuevo peso  
**MYR** Malaysian ringgit  
**NZD** New Zealand dollar  
**NOK** Norwegian krone  
**PEN** Peruvian nuevo sol  
**PHP** Philippine peso  
**PLN** Polish new zloty  
**QAR** Quatari Riyal  
**SAR** Saudi Riyal  
**SEK** Swedish krona  
**SGD** Singapore dollar  
**THB** Thai baht  
**TRY** Turkish new lira  
**TWD** New Taiwan dollar  
**USD** United States dollar  
**ZAR** South African rand