

# **abrdrn III ICAV**

**(An Irish collective asset-management vehicle constituted as an umbrella fund with segregated liability between its Funds with registration number C469164 and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended)**

## **PROSPECTUS**

**DATED 9 DECEMBER 2024**

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## INTRODUCTION

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If you are in any doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

### Authorisation by the Central Bank of Ireland

The ICAV has been authorised by the Central Bank as an “Undertaking for Collective Investment in Transferable Securities” (“UCITS”) under the UCITS Regulations and has been established as an Irish collective asset-management vehicle constituted as an umbrella fund with segregated liability between Funds and will comply with the Central Bank UCITS Regulations. Authorisation by the Central Bank does not constitute a warranty by the Central Bank as to the performance of the ICAV and the Central Bank will not be liable for the performance or default of the ICAV.

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.

### Reliance on this Prospectus

This Prospectus (which term will include a reference to any Relevant Supplement hereto) provides information about the ICAV and the Funds. Prospective investors are required as part of the Application Form to confirm they have read and understood this Prospectus. This Prospectus contains information which prospective investors ought to know before investing in the ICAV and should be retained for future reference. Further copies may be obtained from the ICAV, at its address set out in the “Directory”.

Shares in the ICAV are offered only on the basis of the information contained in this Prospectus and the documents referred to herein. Any further information or representations given or made by any dealer, broker or other person should be disregarded and, accordingly, should not be relied upon. No person has been authorised to give any information or to make any representation other than those contained in the PRIIPS KID (as applicable), this Prospectus, each Relevant Supplement and, if given or made, such information or representation must not be relied upon as having been authorised. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any such Shares other than the Shares to which it relates or an offer to sell or the solicitation of an offer to buy such Shares by any person in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this Prospectus or the Relevant Supplements nor the issue of Shares will, under any circumstances, create any implication that the affairs of the ICAV have not changed since the date hereof or that the information contained herein is correct as of any time subsequent to this date.

### Responsibility

The Directors of the ICAV whose names appear in the “Directory” of the Prospectus accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit any material information likely to affect the import of such information. This Prospectus may be translated into other languages provided that such translation will be a direct translation of the English text and in the event of a dispute, the English language version will prevail. All disputes as to the terms thereof will be governed by, and construed in accordance with, the laws of Ireland.

### Segregated Liabilities and Structure

The ICAV is an “umbrella fund” enabling investors to choose between one or more investment objectives by investing in one or more separate Funds offered by the ICAV. It is intended that each Fund will have segregated liability from the other Funds and that the ICAV will not be liable as a whole to third parties for the liability of each Fund. However, investors should note the risk factor “Risk due to Umbrella Structure of ICAV” under “Risk

Considerations” below. A separate pool of assets will not be maintained for each Class. As of the date of this Prospectus, the ICAV is offering Shares in the Fund described in the most recent Relevant Supplement in force at the date of this Prospectus. The Directors may from time to time decide to offer, with the prior approval of the Central Bank, additional separate Funds and, with prior notice to and clearance from the Central Bank, additional classes of Shares in existing Funds. In such an event, this Prospectus will be updated and amended so as to include detailed information on the new Funds and/or classes, and/or a separate Relevant Supplement with respect to such Funds and/or classes will be prepared. Such updated and amended Prospectus or new separate Relevant Supplement will not be circulated to existing Shareholders except in connection with their subscription for Shares of such Funds, but will be available upon request to the Manager.

Investors may, subject to applicable law, invest in any Fund offered by the ICAV. Investors should choose the Fund that best suits their specific risk and return expectations as well as their Diversification needs and are encouraged to seek independent advice in that regard. A separate pool of assets will be maintained for each Fund and will be invested in accordance with the investment policy applicable to the relevant Fund in seeking to achieve its investment objective. The Net Asset Value and the performance of the Shares of the different Funds and classes thereof are expected to differ. It should be remembered that the price of Shares and the income (if any) from them may fall as well as rise and there is no guarantee or assurance that the stated investment objective of a Fund will be achieved

An initial charge may be applied on the subscription of Shares and/or a redemption charge on the redemption of Shares and/or a conversion charge on the conversion of Shares may be payable. If a charge is applied in relation to any particular Class, it will be disclosed in the Relevant Supplement. Where a subscription and/or redemption charge is provided for the difference at any one time between the issue and repurchase price of Shares in the relevant Fund means that the investment should be viewed as medium to long term. The maximum expected redemption charge which may be imposed is 3% of the Net Asset Value of the Shares being redeemed and the maximum expected subscription charge which may be imposed is 5% of the Net Asset Value of the Shares being subscribed. Investment in a Fund is not in the nature of a deposit in a bank account and is not protected by any government, government agency or other guarantee scheme which may be available to protect the holder of a bank deposit account. Furthermore, unlike a deposit in a bank account, the principal invested in a Fund is capable of fluctuation.

Where a Class may make distributions out of capital, investors should note that this will result in the reduction of an investor’s original capital invested in the relevant Fund. The relevant Fund’s capital will be eroded and the distribution will be achieved by foregoing the potential for future capital growth and by potentially diminishing the value of future returns; this cycle may continue until all capital is depleted. Accordingly, distributions made out of capital during the life of the relevant Fund must be understood as a type of capital reimbursement. Distributions out of capital may have different tax implications to distributions of income and recommend that investors seek advice in this regard.

## **DISTRIBUTION AND SELLING**

The distribution of this Prospectus and the offering of the Shares is 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 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 without compliance with any registration or other legal requirements.

This Prospectus does not constitute an offer or solicitation in a jurisdiction where to do so is unlawful or the person making the offer or solicitation is not qualified to do so or a person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of this Prospectus and of any person wishing to apply for Shares to inform himself or herself about and to observe all applicable laws and regulations of relevant jurisdictions. Investors should inform themselves and should take appropriate advice on the legal requirements as to possible tax consequences, foreign exchange restrictions and/or exchange control requirements that they might encounter under the laws of the countries of their citizenship, residence, or domicile and that might be relevant to the subscription, purchase, holding, exchange, redemption or disposal of Shares of a Fund.

The distribution of this Prospectus and the offering or purchase of the Shares may be restricted in certain jurisdictions. No Shares shall be issued in the United States or to any US Person (as defined in Appendix A) other than pursuant to the provisions of this Prospectus.

No Shares shall be issued in the US or to any US Person unless the Directors otherwise approve in their sole discretion and applicable US disclosures are made prior to such approval.

The ICAV reserves the right, subject to applicable regulation, to make a private placement of Shares to a limited number or category of US Persons.

The ICAV does not permit investments by “benefit plan investors”. The term “benefit plan investor” refers to (i) any “employee benefit plan” as defined in, and subject to the fiduciary responsibility provisions of ERISA, (ii) any “plan” as defined in and subject to Section 4975 of the IRC, and (iii) any entity deemed for purposes of ERISA or Section 4975 of the IRC to hold assets of any such employee benefit plan or plan due to investments made in such entity by already described benefit plan investors.

Shares have not been and will not be registered under the Securities Act of 1933 of the United States of America (as amended) (the “**1933 Act**”) or the securities laws of any of the States of the United States. Shares may not be offered, sold or delivered directly or indirectly in the United States of America, its territories or possessions or in any State or the District of Columbia (the “**United States**”) or to or for the account or benefit of any U.S. Person. Any person wishing to apply for Shares will be required to certify they are not a “U.S. Person” (see “Application Form”). No U.S. federal or state securities commission has reviewed or approved this Prospectus and/or the Relevant Supplement and/or an Application Form. Any representation to the contrary is a criminal offence.

To the extent Shares are offered and sold within the United States or to or for the account or benefit of persons who are “US Persons” within the meaning of Regulation S under the Securities Act (“**Regulation S**”), such offers and sales will be made in transactions exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act, Rule 506(b) thereunder and the provisions of Regulation S. None of the US Securities and Exchange Commission, the US Commodity Futures Trading Commission, the securities regulatory authority of any state of the United States or the security regulatory authority of any other jurisdiction has passed upon the value of the Shares, made any recommendations as to their purchase, approved or disapproved this offering, or passed upon the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offense.

Shares may be offered outside the United States pursuant to Regulations S under the 1993 Act.

The Fund will not be registered under the United States Investment Company Act of 1940 (as amended) (the “**Investment Company Act**”). Based on interpretations of the Investment Company Act by the staff of the United States Securities and Exchange Commission relating to foreign investment companies, if the Fund restricts its beneficial owners who are U.S. Persons and does not offer or propose to offer any of its securities publicly, it will not become subject to the registration requirements under the Investment Company Act. To ensure this requirement is maintained the Directors may require the mandatory repurchase or redemption of Shares beneficially owned by U.S. Persons.

The Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under applicable securities laws, pursuant to registration or exemption therefrom, and in compliance with the terms of this Prospectus and the organisational documents of the ICAV.

The circulation and distribution of this Prospectus, as amended and restated from time to time, together with the Relevant Supplement, as amended and restated from time to time, and the relevant Application Form and the offering of Shares of a Fund, may be restricted in certain jurisdictions. Persons receiving this Prospectus and/or the Relevant Supplement and/or the Application Form and/or more generally any information or documents with respect to or in connection with the Fund are required by the Manager to inform themselves of and to observe all applicable restrictions. The offer, sale or purchase of Shares of a Fund, or the distribution, circulation or possession of this Prospectus and/or the Relevant Supplement and/or the Application Form and/or any information or documents with respect to or in connection with the Fund, shall be made in compliance with all applicable laws and regulations in force in any jurisdiction in which such offer, sale or purchase of Shares of the Fund is made, or in which the distribution, circulation or possession of this Prospectus and/or the Relevant Supplement and/or the Application Form and/or any information or documents with respect to or in

connection with the Fund occurs, including the obtaining of any consent, approval or permission required by such applicable laws and regulations, the satisfaction of any other formalities needing to be observed and the payment of any issuance, transfer or other taxes requiring to be paid in such jurisdiction. This Prospectus and/or the Relevant Supplement and/or the Application Form and/or more generally any information or documents with respect to or in connection with the Fund does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No person receiving in any territory a copy of this Prospectus and/or the Relevant Supplement and/or an Application Form may treat the same as constituting an invitation or offer to him nor should he, in any event, use such Application Form unless in the relevant territory such an invitation or offer could lawfully be made to him without compliance with any registration or other legal requirements.

It is the responsibility of any person wishing to take up any entitlement or to make an application hereunder to satisfy himself as to full observance of the laws of the relevant territory in connection therewith, including the obtaining of any government or other consents which may be required, the satisfaction of any other formalities needing to be observed and the payment of any issuance, transfer or other taxes requiring to be paid in such territory.

No person has been authorised to give any information or make any representations, other than those contained in this Prospectus and/or the Relevant Supplement and/or the Application Form, in connection with the offering of Shares and, if given or made, such information or representations must not be relied on as having been authorised by the Manager.

You should ensure that this Prospectus and/or the Relevant Supplement you receive have not been modified, amended or restated by any further versions. However, neither the delivery of this Prospectus together with the Relevant Supplement nor the issue of Shares hereunder shall imply that there has been no change in the affairs of the Fund since the date hereof.

Country specific distribution and selling restrictions are set out at Appendix E.

Measures aimed towards the prevention of money laundering and terrorist financing may require a detailed verification of the applicant's identity, the source of the subscription monies and where applicable the beneficial owner of the Shares on a risk sensitive basis. Politically exposed persons ("PEPs"), individuals who are, or have been entrusted, or have at any time in the preceding year been entrusted, with prominent public functions, and their immediate family member(s), or persons known to be close associates of such persons, must also be identified. By way of example of the type of due diligence required from investors, an individual may be required to produce a copy of a passport or identification card with evidence of his/her address such as two utility bills or bank statements and proof of tax residence. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business addresses of all directors. Additional information may be required at the Manager's or the ICAV's discretion to verify the source of the subscription monies. Amendment to any investor records will only be effected by the Manager upon receipt of original evidencing documentation, where required. Depending on the circumstances of each application, a detailed verification of an applicant's identity might not be required where the application is made through a recognised intermediary which has introduced the Shareholder to the ICAV. This exception may only apply if the relevant intermediary is located within a country that the Manager has assessed as being a country that has anti-money laundering and counter terrorist financing regulations that are consistent with EU anti-money laundering requirements and the recognised intermediary produces a letter of undertaking confirming the intermediary has carried out the appropriate verification checks on the investor and will retain such information in accordance with the required timeframe and will provide such information on request to the Manager or the ICAV. The ICAV cannot rely on the recognised intermediary to meet the obligation to monitor the ongoing business relationship with the introduced investor which remains its ultimate responsibility. These exceptions do not affect the right of the Manager or the ICAV to request such information as is necessary to verify the identity of an applicant, the beneficial owner of Shares (where relevant) or the source of the subscription monies. In so far as an application for Shares is made by a recognised intermediary investing in a nominee capacity on behalf of underlying investors, a detailed verification of the underlying investor may not be required provided that the nominee satisfies certain conditions, including without limitation being located within a country that has anti-money laundering and counter terrorist financing regulations that are consistent with EU anti-money laundering requirements, being effectively supervised for compliance with these requirements and being satisfied that the nominee applies robust and risk-sensitive customer due diligence on its own customers and will provide relevant due diligence documentation on the underlying investors to the ICAV immediately upon request. Where the nominee

does not satisfy these requirements, the ICAV will apply risk sensitive due diligence measures to identify and verify the identity of both the nominee itself and the underlying investor. The Manager and the ICAV are also obliged to verify the identity of any person acting on behalf of an investor and must verify that such person is authorised to act on behalf of the investor. The details given above are by way of example only and the Manager and the ICAV each reserves the right to request such information as is necessary to verify the identity of an investor, where applicable the beneficial owner of an investor and in a nominee arrangement, the beneficial owner of the Shares in the relevant Fund. In particular, the Manager and the ICAV each reserves the right to carry out additional procedures in relation to an investor who is classed as a PEP. They also reserve the right to obtain any additional information from investors so that they can monitor the ongoing business relationship with such investors. Verification of the investor's identity is required to take place before the establishment of the business relationship. Applicants should refer to the Application Form for a more detailed list of requirements for anti-money laundering purposes. In the event of delay or failure by an investor or applicant to produce any information required for verification purposes (including but not limited to, for anti-money laundering and terrorist financing procedures), the Manager or the ICAV (or their delegate) may refuse to accept the application and subscription monies relating thereto and/or refuse to settle redemption payments or dividend payments. In such circumstances and where a redemption request is received, the ICAV may process any redemption request received from an investor, however the proceeds of that redemption will be held in a Fund Cash Collection Account and therefore shall remain an asset of the relevant Fund. The redeeming investor will rank as an unsecured creditor of the ICAV until such time as the ICAV is satisfied that its anti-money laundering and terrorist financing procedures have been fully complied with, following which redemption proceeds will be released. The ICAV may, at its discretion, apply reasonable charges, levies and/or interest rates on any redemption proceeds held in a Fund Cash Collection Account. Further information is set out above at the section entitled "Operation of the Subscription and Redemption Collection Accounts". Therefore, in such circumstances, the investor may not recover all monies originally paid into a Fund Cash Collection Account for onward transmission to that investor. Furthermore, where the investor fails to supply any documentation requested by the ICAV or the Manager, the Directors of the ICAV may compulsorily redeem any Shares which are held by an investor who fails to supply any information required to verify the identity of that investor, any beneficial owner of such investor, the beneficial owner of the Shares or source of subscription monies within such time frame as may be requested by the Directors in writing. Therefore investors are advised to ensure that all relevant documentation requested by the ICAV in order to comply with anti-money laundering and terrorist financing procedures is submitted to the ICAV promptly on subscribing for Shares in the ICAV.

Each applicant for Shares acknowledges that the ICAV and its delegates shall be held harmless against any loss arising as a result of a failure to process or a delay in processing his application for Shares or redemption request if such information and documentation as has been requested by the ICAV or its delegates has not been provided by the applicant. In addition, each applicant for Shares will be required to make such representations as may be required by the Directors in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not a prohibited country, territory, individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") website and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene United States federal or state, or international, laws and regulations, including anti-money laundering laws and regulations.

## **STOCK EXCHANGE LISTING**

The ETF Shares of a Fund will be listed for trading on the relevant Listing Stock Exchange(s). The launch and listing of various Classes within a Fund may occur at different times and, therefore, at the time of the launch of a given Class(es), the pool of assets to which a given Class relates may have commenced to trade. Financial information in respect of the relevant Funds will be published from time to time and the most recently published audited and unaudited financial information will be available to Shareholders and potential investors upon request.

## **EU'S SUSTAINABLE FINANCE DISCLOSURE REGULATION -SUSTAINABILITY RISK INTEGRATION**

The Manager through its Investment Manager ("abrdrn"), integrates sustainability risks and opportunities into its research, analysis and investment decision-making processes for the Funds. abrdrn believes that the consideration of sustainability risks and opportunities can have a material impact on long-term returns for investors.

All Funds are managed using an investment process integrating environmental, social and governance ("ESG") factors but unless specifically noted do not promote environmental or social characteristics or have specific sustainable investment objectives. For Funds that do not have sustainability-related characteristics or that do not pursue sustainable investment objectives, this means that whilst sustainability risk factors and risks are considered, they may or may not impact portfolio construction.

abrdn's sustainability risk integration requires, in addition to its inclusion in the investment decision making process, appropriate monitoring of sustainability considerations in risk management and portfolio monitoring. Where abrdn believes it can influence or gain insight, abrdn actively engages with the companies and assets in which it invests. abrdn believes this will create long-term value, including in relation to ESG practice. Where abrdn has rights, abrdn also votes at general meetings of target companies to drive change. abrdn also engages with policymakers on sustainability risk and stewardship matters.

Combining the integration of sustainability risks and opportunities with broader monitoring and engagement activities may affect the value of investments and therefore returns.

Further information on abrdn's approach on sustainable investing and sustainability risk integration are available on the website at [www.abrdn.com](http://www.abrdn.com) under "Sustainable Investing".

### **Sustainability-related disclosure in line with EU SFDR**

The European Union Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector ("**SFDR**") is designed to enable investors to better understand sustainability-related investment strategies, notably sustainability risk integration, promotion of environmental or social characteristics and having a sustainable investment objective.

As part of this enhanced transparency, investment funds are subject to disclosure requirements depending on the degree of consideration given to sustainability and binding investment criteria. The disclosure requirements are defined in the following SFDR Articles and further specified by SFDR Delegated Regulation (Commission Delegated Regulation (EU) 2022/1288).

- **Article 6** – Funds which integrate sustainability risks into their investment process but do not give binding commitments, do not promote environmental and/or social characteristics and do not have sustainable investments as their objective.
- **Article 8**- Funds that promote social and/or environmental characteristics, invest in companies that follow good governance, give binding commitments but do not have a sustainable investment objective.
- **Article 9** - Funds that have sustainable investment or carbon reduction as their objective and give binding commitments.

The SFDR Article to which each Fund is subject is set out in the Relevant Supplement.

Information regarding the environmental or social characteristics and the sustainable investment objective of Article 8 Funds are set out in their investment objectives and policy of the Fund as stated in the Relevant Supplement and detailed in the SFDR Annex, appended to the Relevant Supplement.

### **Principal adverse impact ("PAI") consideration**

Under SFDR all Funds have to indicate whether they consider PAIs on sustainability factors and if so, how this is applied. PAI indicators are metrics that measure the negative effects on environmental and social matters.

abrdn considers PAIs within our investment process for all Article 8 and 9 Funds. Article 6 Funds do not commit in any binding way to consider PAIs in the investment process because the Funds do not commit to achieving a sustainable outcome nor to reducing negative impacts on ESG matters. However, Article 6 Funds do consider and integrate sustainability risks into their investment process (as set out above). Principle adverse impact indicators, as provided by

Commission Delegated Regulation (EU) 2022/1288, may be considered as part of this risk assessment.

abrdn assess PAIs by using, amongst others, the PAI indicators referred to in the SFDR Delegated Regulation; however, dependent on data availability, quality and relevance to the investments not all SFDR PAI indicators may be considered. Our approach to PAI consideration for each Fund is specified in the SFDR Annex, appended to the Relevant Supplement. Where Funds consider PAIs, information on that consideration will be made available in annual reports.

### **Sustainable Investments**

The SFDR provides a general definition of “Sustainable Investment”. This definition applies to Article 9 Funds which have a sustainable investment objective. In addition, Article 8 Funds may also set a minimum proportion of Sustainable Investments but they do not have a specific sustainable objective. The minimum proportion of Sustainable Investments of each Fund, where applicable, is outlined in the investment objective and policy of the Fund as stated in the Relevant Supplement.

In line with the SFDR definition, abrdn has developed an approach on how to satisfy the three criteria for Sustainable Investments in the relevant Funds as set out below. The three criteria are:

1. **Economic Contribution** - The economic activity makes a positive contribution to an environmental or social objective.
2. **No Significant Harm** - The investment does not cause Significant Harm (“**Do No Significant Harm**”/“**DNSH**”) to any of the sustainable investment objectives.
3. **Good Governance** - The investee company follows good governance practices.

If the investment passes all of the above three tests, it can then be deemed as a Sustainable Investment. Additional information on Article 8 Funds’ approaches to making Sustainable Investments is detailed in the SFDR Annex, appended to the Relevant Supplement.

### **Calculating the overall proportion of Sustainable Investments**

Once abrdn has identified that an investment meets all of the three criteria set out above, abrdn then calculate the proportion of Sustainable Investments by specifically looking at the share of the company’s economic activities that contribute to environmental and/or social objectives. This might be based solely on quantitative data, or abrdn may supplement with qualitative insight to derive the overall reportable positive contribution to an environmental and/or social objective. It is this element that is counted towards the Fund’s total aggregated proportion of Sustainable Investments. Where a Fund also invests in Taxonomy-aligned economic activities (as set out below), these are included in the Fund’s aggregated Sustainable Investment proportion as they will meet the three criteria set out above, in addition to being disclosed separately.

### **EU Taxonomy (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)**

The EU Taxonomy regulation provides a methodology to identify whether economic activities can be considered environmentally sustainable (“**Taxonomy-aligned**”) or not. Where a Fund invests in Taxonomy-aligned economic activities, these are included in the Fund’s aggregated Sustainable Investment proportion as they will meet the three criteria set out above, in addition to being disclosed separately.

The investments underlying an Article 6 Fund do not take into account the EU criteria for environmentally sustainable economic activities.

Where Article 8 Funds have set a minimum proportion of investments in Taxonomy-aligned economic activities, the SFDR Annex sets out the environmental objective(s) of the Fund, including whether the activities qualify as transitional or enabling activities under the EU Taxonomy. Unless specifically stated within a Fund’s investment objective and policy as stated in the Relevant Supplement, the Funds do not currently set a minimum percentage of Taxonomy-alignment. This will be reviewed as the quality and availability of data evolves. Information on Funds’ Taxonomy-alignment can also be found in the SFDR Annex, appended to the Relevant Supplement.



The “do no significant harm” principle applies only to those investments underlying the Funds that take into account the EU criteria for environmentally sustainable economic activities.

The investments underlying the remaining portion of the Fund do not take into account the EU criteria for environmentally sustainable economic activities.

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## DIRECTORY

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### **abrdn III ICAV**

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#### **Directors of the ICAV**

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Paul O’Faherty  
Liam Stack  
Louise Drummond  
Mark Kelly

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#### **Administrator and Registrar & Transfer Agent**

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## DEFINITIONS

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

<b>“1933 Act”</b>	means the US Securities Act of 1933, as amended;
<b>“abrđn”</b>	means abrđn plc, or such other subsidiary company of abrđn plc as may be concerned, and to 'we', 'us' or 'the abrđn Group' means abrđn plc and its subsidiary companies, unless otherwise indicated.
<b>“Application Form”</b>	means the application form to be completed and signed by an investor seeking to apply for Shares in such form as is approved by the ICAV or Manager from time to time;
<b>“1940 Act”</b>	means the US Investment Company Act of 1940, as amended;
<b>“Accounting Date”</b>	means 30 November in each year or such other date as the Directors may from time to time decide in accordance with the requirements of the Central Bank;
<b>“Accounting Period”</b>	means a period ending on the Accounting Date and commencing, in the case of the first such period on the date of incorporation of the ICAV and, in subsequent such periods, on the day following expiry of the last Accounting Period;
<b>“Accumulating Class”</b>	means any Class in respect of which the Directors have determined not to declare dividends, as may be specified in the Relevant Supplement;
<b>“Actively Managed Fund”</b>	means a Fund which is not an Index Tracking Fund and whose investments will be managed actively by the Manager or its delegates to seek to achieve its investment objective;
<b>“Actively Managed”</b>	means an investment management technique where judgement is employed based on analysis to select Fund holdings in an attempt to deliver targeted performance;
<b>“Administrator”</b>	means State Street Fund Services (Ireland) Limited or such other company in Ireland for the time being appointed as administrator by the Manager as successor thereto, in accordance with the requirements of the Central Bank;
<b>“Administration Agreement”</b>	means the agreement dated 2 November 2022, between the ICAV, the Manager and the Administrator, pursuant to which the Administrator was appointed administrator of the ICAV, as may be amended, restated or novated from time to time;
<b>“Authorised Participant”</b>	means with respect to ETF Shares, a market maker or a broker-dealer entity, which has entered into an authorised participant agreement for the purposes of directly subscribing and/or redeeming ETF Shares with the ICAV (i.e. primary market);
<b>“Base Currency”</b>	means the base currency of a Fund, as disclosed in the Relevant Supplement;
<b>“Bond(s)”</b>	means an investment taking the form of a loan, usually to a company or government, that pays interest. There are many different types of Bonds with specific characteristics; examples include inflation-linked, convertible, asset-backed and mortgage-backed;

<b>“Business Day”</b>	means, in relation to each Fund, such day as is defined in each Relevant Supplement;
<b>“Cash”</b>	means readily available non-invested assets held at a bank or other financial institution;
<b>“Central Bank”</b>	means the Central Bank of Ireland, whose address as at the date of this Prospectus is New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3 or any successor entity;
<b>“Central Bank UCITS Regulations”</b>	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 as may be amended from time to time, together with any questions and answer documentation and other guidance issued by the Central Bank thereunder;
<b>“Central Securities Depositories”</b>	means such Recognised Clearing and Settlement Systems which are national settlement systems for individual national markets. When the Funds issue ETF Shares through the ICSD settlement system, Central Securities Depositories would be Participants in an ICSD;
<b>“CFTC”</b>	means the US Commodity Futures Trading Commission;
<b>“Class” or “Classes”</b>	means any class or classes of Shares established by the Directors in respect of any Fund;
<b>“Class Currency”</b>	means the currency in which a Class is designated or as may be otherwise defined in a Relevant Supplement;
<b>“Class Expenses”</b>	means any expenses attributable to a specific Class including but not limited to legal fees, marketing expenses (including tax reporting expenses) and the expenses of registering a Class in any jurisdiction or with any stock exchange, regulated market or settlement system and such other expenses arising from such registration;
<b>“Clearstream”</b>	means Clearstream Banking, Société Anonyme, Luxembourg and any successor in business thereto;
<b>“Closing Date”</b>	the final day of the Initial Offer Period;
<b>“Code”</b>	means the US Internal Revenue Code of 1986, as amended;
<b>“Commodity”</b>	means a raw material or product that can be traded on various exchanges such as gold, silver or oil;
<b>“Commodity Exchange Act”</b>	means the US Commodity Exchange Act, as amended;
<b>“Common Depository”</b>	means the entity appointed as a depository for the ICSD.
<b>“Constraint”</b>	means a factor that the Investment Manager use to limit or constrain how they construct a Fund's portfolio with the intention of limiting risk or an index which is used as a reference point for these factors;

<b>“Creditworthiness”</b>	means an assessment of the ability of a borrower to repay debt. Typically refers to the perceived riskiness of <i>bonds</i> issued by companies or governments;
<b>“Currency Exposure”</b>	means the potential for a Fund that invests overseas to lose or gain money purely because of changes in the currency exchange rate;
<b>“Dealing Deadline”</b>	means, such time as may be determined by the Directors and set out in the Relevant Supplement, as being the time by which subscription applications and redemption requests in respect of a Fund must be received by in order to be accepted for a Valuation Day provided that such time will never be after the Valuation Point (being the earliest Valuation Point where assets are valued as of different times in respect of a Fund);
<b>“Dealing Day”</b>	means, in relation to each Fund, such day as is defined in each Relevant Supplement;
<b>“Depositary”</b>	means State Street Custodial Services (Ireland) Limited, or such other company in Ireland as may for the time being be appointed as depositary of the assets of the ICAV as successor thereto in accordance with the requirements of the Central Bank;
<b>“Depositary Agreement”</b>	means the agreement dated 2 November 2022 between the ICAV, the Manager and the Depositary, pursuant to which the Depositary was appointed depositary of the ICAV;
<b>“Derivative”</b>	means financial instruments whose value depends in some way on the value of other, more basic, underlying financial assets or indices. They may commonly relate to the value of particular equities or markets more broadly, commodities like oil or grain, but also Interest Rates, inflation and Volatility. There are many types of derivatives, with the most common being Swaps, Futures and Options;
<b>“Directors”</b>	means the directors of the ICAV for the time being and any duly constituted committee thereof;
<b>“Distributing Class”</b>	means any Class in respect of which the Directors have determined to declare dividends, as may be specified in the Relevant Supplement;
<b>“Distribution Date”</b>	means the Business Day on which dividends in respect of a Distributing Class may be declared as disclosed in the Relevant Supplement;
<b>“Distributor”</b>	means, unless specifically stated otherwise in the Relevant Supplement for the Fund, the Investment Manager or any successor thereto as may be appointed by the Manager in accordance with the Central Bank Rules as a distributor to the ICAV;
<b>“Diversification” / “Diversified”</b>	means holding a variety of investments that typically perform differently from one another with the intention of smoothing a Fund’s performance profile;
<b>“Domiciled”</b>	means the country where a company has its permanent registered headquarters;

<b>“Duration”</b>	means a measure of sensitivity to the effect of changes in interest rates on the value of Bonds. Individual Bonds or Bond Funds with high Duration are more sensitive than those with low Duration;
<b>“Duties and Charges”</b>	means in relation to any Fund, all stamp and other duties, taxes, governmental charges, brokerage, bank charges, foreign exchange spreads, interest, custodian or sub-custodian charges (relating to sales and purchases), transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of the assets of the relevant Fund or the creation, issue, sale, conversion or redemption of Shares or the sale or purchase of investments or in respect of certificates or otherwise which may have become or may be or are estimated to be payable, and other charges as may be disclosed in the Prospectus, in respect of or prior to or in connection with or arising out of or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, which, for the avoidance of doubt, includes, when calculating subscription and redemption prices, any provision for spreads (to take into account the difference between the price at which assets were valued for the purpose of calculating the NAV and the price at which such assets were bought as a result of a subscription and sold as a result of a redemption), but will not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the NAV of Shares in the relevant Fund;
<b>“EEA”</b>	means the European Economic Area;
<b>“EEA Member States”</b>	A state which is a contracting party to the agreement on the European Economic Area signed at Oporto on 2 May 1992, as it has effect for the time being.
<b>“Emerging Markets”</b>	means countries that are progressing towards becoming advanced, usually shown by some development in financial markets, the existence of some form of stock exchange and a regulatory body;
<b>“Equity Related Securities”</b>	means instruments which share many or most of the characteristics of equities (company shares) such as P-Notes (participatory notes) and depositary receipts;
<b>“ESG”</b>	means environmental, social or governance;
<b>“ESMA”</b>	means the European Securities and Markets Authority;
<b>“ETFs”</b>	means a basket of securities (Bonds, company shares, etc.) which trade on an exchange. The constituents of the basket are selected so that the ETF’s performance replicates something else, typically an Index. ETFs are often used to obtain exposure cheaply and because they trade on an exchange, are generally easy to buy and sell;
<b>“ETF Shares”</b>	means a Share or Shares of an exchange traded Class in the capital of the ICAV (other than Subscriber Shares) entitling the holders to participate in the profits of the ICAV attributable to the relevant Fund as described in this Prospectus;
<b>“EU”</b>	means the European Union;
<b>“EU Benchmark 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>“Euro” or “€”</b>	means the unit of the European single currency;
<b>“Euroclear”</b>	means Euroclear Bank S.A. and any such successor in business thereto, as operator of the Euroclear clearing system, a Recognised Clearing and Settlement System, which provides securities services to the ICAV;
<b>“EU Taxonomy”</b>	“EU Taxonomy Regulation” means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector;
<b>“Exposure”</b>	means direct or indirect investment in a particular asset or asset type which may be expressed as a percentage of a Fund;
<b>“Fixed Rate”</b>	means an interest rate that will remain the same throughout the asset lifecycle;
<b>“Floating Rate”</b>	means an interest rate that may change throughout the asset lifecycle often dependent on a pre-set reference point;
<b>“Fund” or “Funds”</b>	means a distinct portfolio of assets established by the ICAV (with the prior approval of the Central Bank) constituting in each case a separate fund represented by one or more Classes with segregated liability from the other Funds and invested in accordance with the investment objective and policies applicable to such fund as specified in the Relevant Supplement;
<b>“Futures”</b>	means financial contracts obligating the buyer to purchase an asset or the seller to sell an asset, such as a physical Commodity or a financial instrument, at a predetermined future date and price. Any direct exposure of a Sub-Fund to commodities shall only be achieved through derivatives relating to an index;
<b>“Global Share Certificate”</b>	means the certificate evidencing entitlement to the Shares issued pursuant to the Instrument of Incorporation and the Prospectus, described in further detail under the section titled “Clearing and Settlement”;
<b>“Hedged Class” or “Hedged Classes”</b>	means any Class or Classes of a Fund which is/ are denominated in a currency other than the relevant Base Currency and in respect of which currency hedging will be implemented as set out in a Relevant Supplement;
<b>“ICAV”</b>	means abrdn III ICAV;
<b>“ICSD”</b>	means such Recognised Clearing System(s) used by the ICAV issuing their Shares through the International Central Securities Depository settlement system, which is an international settlement system connected to multiple national markets;
<b>“Index”</b>	means any financial index which an Index Tracking Fund will aim to track, pursuant to its investment objective and/or in accordance with its investment policies, as specified in the Relevant Supplement;



<b>“Index Provider”</b>	means in relation to a Fund, the entity or person who, by itself or through a designated agent, compiles, calculates and publishes information on an Index as specified in the Relevant Supplement;
<b>“Index Securities”</b>	means the securities that constitute each Index;
<b>“Index Tracking Fund”</b>	means a Fund which seeks to track the performance of an Index while seeking to minimise as far as possible the tracking error between the Fund’s performance and that of its applicable Index;
<b>“Initial Offer Period”</b>	means in relation to each Class, such period as set out in the Relevant Supplement during which time Shares may be offered at the Initial Offer Price;
<b>“Initial Offer Price”</b>	means such fixed price per Share as shall be set out in the Relevant Supplement;
<b>“Insolvency Event”</b>	occurs in relation to a person, legal entity or any non-legal entity including, without limitation, trusts and common contractual funds where: (i) an order has been made or an effective resolution passed for their liquidation or bankruptcy; (ii) a receiver or similar officer has been appointed in respect of them or of any of their assets or they become subject to an administration order; (iii) they enter into an arrangement with one or more of its creditors or is deemed to be unable to pay its debts; (iv) they cease or threatens to cease to carry on its business or substantially the whole of its business or makes or threatens to make any material alteration to the nature of its business; (v) an event occurs in relation to them in any jurisdiction that has an effect similar to that of any of the events referred to in (i) to (iv) above; or (vi) the Fund in good faith believes that any of the above may occur;
<b>“Instrument of Incorporation”</b>	means the instrument of incorporation of the ICAV for the time being in force and as may be modified from time to time, subject to approval by the Central Bank;
<b>“Interest Rates”</b>	means a percentage charged/earned on the total amount you borrow/save;
<b>“Intermediary”</b>	means a person who: <ul style="list-style-type: none"> <li>(a) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or</li> <li>(b) holds shares in an investment undertaking on behalf of other persons;</li> </ul>
<b>“Investment Grade / High Yield”</b>	means the credit quality of a Bond (a loan to a company or government). Investment Grade Bonds have a higher rating as judged by a rating agency than High Yield Bonds and are thus judged to be less likely to default on their obligations to repay the loan and the interest on it. To compensate for the higher risk, High Yield Bonds pay a higher rate of interest than Investment Grade Bonds.
<b>“Investment Instruments”</b>	means transferable securities and other financial assets in accordance with the UCITS Regulations, including Derivatives used for investment or efficient portfolio management purposes, as described in the “Permitted Investments” section of Appendix C of this Prospectus;

<b>“Investment Management Agreement”</b>	means the relevant agreement between the ICAV, the Manager and the relevant Investment Manager, pursuant to which the latter acts as investment manager in relation to the assets of a relevant Fund;
<b>“Investment Manager”</b>	means any entity appointed by the Manager as investment manager of a relevant Fund, from time to time, as disclosed in the Relevant Supplement in accordance with the requirements of the Central Bank;
<b>“Irish Resident”</b>	means, unless otherwise determined by the Directors, any company resident, or other person resident or ordinarily resident, in Ireland for the purposes of Irish tax. Please see the “Taxation” section below;
<b>“IRS”</b>	means the Internal Revenue Service, the US government agency responsible for tax collection and tax law enforcement;
<b>“Irish Revenue Commissioners”</b>	means the Irish authority responsible for taxation and customs duties;
<b>“Leverage”</b>	means an increase in Exposure within a Fund either through borrowing Cash to fund asset purchases or the use of Derivatives. In the case of the latter, Leverage occurs because the Exposure obtained by purchasing Derivatives exceeds the Cash cost of the Derivative itself;
<b>“Liquidity”</b>	means the degree to which an investment can be quickly bought or sold on a market without it materially affecting its price;
<b>“Listing Stock Exchange”</b>	means such selected exchanges as the Directors may determine from time to time in respect of each Fund and which are specified on the Website;
<b>“Long Positions”</b>	means ownership of an asset with the expectation that it will rise in value;
<b>“Long Term”</b>	means five or more years;
<b>“Manager”</b>	means Carne Global Fund Managers (Ireland) Limited or such other company as may from time to time be appointed to provide management company services to the ICAV in accordance with the requirements of the Central Bank;
<b>“Management Agreement”</b>	means the agreement dated 2 November 2022 between the ICAV and the Manager, pursuant to which the latter acts as management company in relation to the ICAV;
<b>“Member State”</b>	means a member state of the EU;
<b>“Minimum Holding Amount”</b>	means a minimum amount of Shares to be held by each Shareholder as determined by the Directors in respect of each Class and specified in the Relevant Supplement, which may be expressed as a monetary amount or as a number of Shares;
<b>“Minimum Subscription Amount”</b>	means the minimum amount to be subscribed for Shares on any Dealing Day, as determined by the Directors in respect of each Class and specified in the Relevant Supplement, which may be expressed as a monetary amount or as a number of Shares;
<b>“Minimum Redemption Amount”</b>	means the minimum amount that may be redeemed from any Class on any Dealing Day, as determined by the Directors in respect of each Class and

specified in the Relevant Supplement, which may be expressed as a monetary amount or as a number of Shares;

<b>"Money-Market Instruments"</b>	means investments usually issued by banks or governments that are a short term loan to the issuer by the buyer, including, without limitation, cash equivalents (such as treasury bills, certificates of deposit and commercial paper). The buyer receives interest and the return of the original amount at the end of a certain period;
<b>"Mortgage-Backed Bond"</b>	A Mortgage-Backed Bond is a Bond secured by a mortgage on one or more assets, typically backed by real estate holdings and real property such as equipment.
<b>"Net Asset Value" or "NAV"</b>	means the net asset value of the ICAV, or of a Fund, as appropriate, calculated as described herein;
<b>"Net Asset Value per Share" or "NAV per Share"</b>	means the Net Asset Value per Share of each Class of a Fund calculated as described herein;
<b>"Non-ETF Shares"</b>	means a Share or Shares in the capital of the ICAV (other than the ETF Shares or the Subscriber Shares) entitling the holders to participate in the profits of the ICAV attributable to the relevant Fund as described in this Prospectus;
<b>"OECD"</b>	means the Organisation for Economic Co-Operation and Development;
<b>"Options"</b>	means financial contracts where the buyer has the option to purchase an asset or the seller has the option to sell an asset, such as a physical Commodity or a financial instrument, during a period of time or on a specific date. Any direct exposure of a Sub-Fund to commodities shall only be achieved through derivatives relating to an index;
<b>"OTC Derivatives"</b>	means "over-the-counter" Derivatives;
<b>"OTC Swaps"</b>	means "over-the-counter" Swaps;
<b>"Order Form"</b>	means such form as may be issued by the Manager which allow applicants to subscribe, redeem and convert Shares in the Funds;
<b>"Ordinary Resolution"</b>	means a resolution passed by a simple majority of the votes cast by Shareholders entitled to attend and vote at general meetings of the ICAV or on matters affecting the relevant class of Shares, as the case may be;
<b>"Participant"</b>	means accountholders in an ICSD, which may include Authorised Participants, their nominees or agents, and who hold their interest in Shares of the Funds settled and/or cleared through the applicable ICSD;
<b>"P-Notes"</b>	P-Notes are participatory notes issued by certain counterparty banks that are designed to offer the holder a return linked to the performance of a particular underlying equity security or market, and used where direct investment in the relevant underlying equity security or market is not possible for regulatory or other reasons;

<b>“PRIIPS KID”<sup>1</sup></b>	means key information documents for retail and insurance-based packaged investment products within the meaning of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for retail and insurance-based packaged investment products, as amended;
<b>“Primary Market”</b>	the off-exchange market whereon Shares are created and redeemed directly with the ICAV;
<b>“Prospectus”</b>	means this document, any Relevant Supplement or addendum designed to be read and construed together with and to form part of this document;
<b>“Real Estate Investment Trusts (REITS)”</b>	Companies usually listed on a stock exchange that own and manage predominantly income-producing commercial or residential property.
<b>“Recognised Clearing System”</b>	means a recognised clearing system within the meaning of section 246A of the TCA, which may include from time to time, BNY Mellon Central Securities Depository SA/NV (BNY Mellon CSD), Central Moneymarkets Office, Clearstream Banking SA, Clearstream Banking AG, CREST, Depository Trust Company of New York, Deutsche Bank AG, Depository and Clearing System, Euroclear, Hong Kong Securities Clearing Company Limited, Japan Securities Depository Center (JASDEC), Monte Titoli SPA, Netherlands Centraal Instituut voor Giraal Effectenverkeer BV, National Securities Clearing System, Sicovam SA, SIS Sega Intersettle AG, The Canadian Depository for Securities Ltd, and VPC AB (Sweden).
<b>“Recognised Market”</b>	means such markets as are set out in Appendix B hereto and such other markets as Directors may from time to time determine in accordance with the UCITS Regulations and specify in Appendix B hereto;
<b>“Redemption Charge”</b>	means the redemption charge, if any, levied by the ICAV and payable to the Manager in relation to the redemption from any Class in any Fund, details of which, if applicable, are set out in the Relevant Supplement;
<b>“Register”</b>	means the register of Shareholders maintained on behalf of the ICAV;
<b>“Registrar and Transfer Agent”</b>	means State Street Fund Services (Ireland) Limited or such other company in Ireland as may for the time being be appointed as successor thereto in accordance with the requirements of the Central Bank;
<b>“Relevant Institution”</b>	means (a) a credit institution authorised in the EEA (Member States, Norway, Iceland, Liechtenstein); (b) a credit institution authorised within a signatory state (other than an EEA member state) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United Kingdom, United States); or (c) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand;

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<sup>1</sup>For UK investors only, the reference to PRIIPS KID should be understood as UCITS Key Investor Information Document (“KIID”), as defined by Commission Regulation (EU) No 583/2010 of 1 July 2010 implementing Directive 2009/65/EC of the European Parliament and of the Council as regards key investor information and conditions to be met when providing key investor information or the prospectus in a durable medium other than paper or by means of a website.

<b>“Relevant Supplement”</b>	means a document which contains specific information in relation to a particular Fund and any addenda thereto;
<b>“Repo / Reverse Repo”</b>	means an agreement between two parties, one of which is a Fund, to sell or buy an asset and later reverse the trade at a pre-agreed date and price;
<b>“Rolling”</b>	means periods of time which are of a consistent length and which continually move (or “roll”) forward as time elapses. So “ <i>rolling</i> three year periods” refers to a period of time going back three years from a given date, where the given date moves forward by 1 day every day;
<b>“Sales Charge” or “Subscription Charge”</b>	means the subscription charge, if any, levied by the ICAV in relation to the subscription for any Class in any Fund, details of which, if applicable, are set out in the Relevant Supplement;
<b>“Secondary Market”</b>	means a market on which ETF Shares of the Funds are traded between investors rather than with the ICAV itself, which may either take place on a Recognised Market or over-the-counter;
<b>“Secondary Market Disruption Event”</b>	means where the ICAV has determined in its sole discretion that the Net Asset Value per Share of the Fund differs significantly to the value of a Share of the Fund traded on the Secondary Market, for example, where no Authorised Participants are acting, or willing to act, in such capacity in respect of the Fund;
<b>“Sector”</b>	A grouping of companies or businesses which are categorised for investors as operating in similar industry or market and sharing similar characteristics.
<b>“SEC”</b>	means the US Securities and Exchange Commission;
<b>“Settlement Date”</b>	means, in respect of receipt of monies for subscription for Shares or dispatch of monies for the redemption of Shares, the date specified in the Relevant Supplement for the relevant Fund. For the avoidance of doubt, in accordance with the requirements of the Central Bank, settlement of redemptions shall be no more than ten Business Days after the relevant;
<b>“Settlement Deadline”</b>	means, the time specified in the Relevant Supplement for the receipt or payment of Cash payments or proceeds, or settlement of the transfer of investments in respect of subscriptions or redemptions;
<b>“SFDR”</b>	means the European Union Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (“SFDR”);
<b>“Share” or “Shares”</b>	means a Share or Shares (including both ETF Shares and Non-ETF Shares) of whatsoever Class in the capital of the ICAV (other than Subscriber Shares) entitling the holders to participate in the profits of the ICAV attributable to the relevant Fund as described in this Prospectus;
<b>“Shareholder”</b>	means a holder of Shares;
<b>“Short Position”</b>	means transactions in assets which are expected to benefit from a fall in the value of the asset;
<b>“Short Term”</b>	means less than three years;

<b>“States”</b>	means the member states of the US;
<b>“Sub-Investment Manager”</b>	means any entity appointed by the Investment Manager to provide investment management or advisory services in relation to any Fund or Funds, from time to time. Where a Sub-Investment Manager is paid directly by a Fund, the Sub-Investment Manager will be disclosed in the Relevant Supplement in accordance with the requirements of the Central Bank;
<b>“Subscriber Shares”</b>	means the subscriber shares of no par value issued in respect of the ICAV;
<b>“Sustainable Investment”</b>	means an investment which satisfies the criteria set out in SFDR art. 2 17);
<b>“Sustainability Factors”</b>	means environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters;
<b>“Sustainability Risks”</b>	means an ESG event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investments made by the relevant Fund;
<b>“Swaps”</b>	means a Derivative contract through which two parties exchange the Cash flows or liabilities from two different financial instruments;
<b>“Tranche”</b>	means the Shares issued in one or more Classes which represent a separate Fund;
<b>“Tracking Error”</b>	means the standard deviation of the difference in returns between the Fund and the Index which will be set out in the Relevant Supplement. The annual and half-yearly reports will state the size of the Tracking Error at the end of the period under review. The annual report will provide an explanation of any divergence between the anticipated and realised Tracking Error for the relevant period.
<b>“TCA” or “Taxes Act”</b>	means the Irish Taxes Consolidation Act 1997, as amended from time to time;
<b>“UCITS”</b>	means an undertaking for collective investment in transferable securities within the meaning of the UCITS Regulations;
<b>“UCITS Regulations”</b>	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations (as amended) and all applicable Central Bank regulations made or conditions imposed thereunder as may be amended from time to time;
<b>“Unhedged Class”</b>	means a Class which is denominated in a currency other than the relevant Base Currency and in respect of which the Manager does not employ techniques and instruments to protect against fluctuations between the relevant Class Currency and such Base Currency;
<b>“US” or “United States”</b>	means the United States of America (including the States and the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction;
<b>“USD” or “US\$”</b>	means US Dollars, the lawful currency of the US;
<b>“US Person”</b>	has such meaning as is set out in Appendix A hereto;

<b>“Valuation Day”</b>	means, in relation to a Fund, such day as will be specified in the Relevant Supplement;
<b>“Valuation Point”</b>	<p>unless otherwise specified in the Relevant Supplement in respect of a Fund, with respect to:</p> <ul style="list-style-type: none"> <li>(i) listed transferable securities and Derivatives, such time on a Valuation Day which reflects the close of business on the markets relevant to such assets and liabilities;</li> <li>(ii) collective investment schemes, the time of publication of the net asset value by the relevant collective investment scheme; and</li> <li>(iii) OTC Derivatives, unlisted transferable securities and portfolio management techniques, the close of business of the relevant Valuation Day;</li> </ul> <p>or such other time as the Directors may determine from time to time.</p> <p>For the avoidance of doubt, the time at which the Net Asset Value is determined will always be after the Dealing Deadline;</p>
<b>“VIE” or “Variable Interest Entity”</b>	means a structure that enables foreign investors to gain indirect exposure to companies with foreign ownership restrictions;
<b>“Volatility”</b>	means a measure of the size of changes in the value of an investment: Commonly, the higher the volatility, the higher the risk;
<b>“Volcker Rule”</b>	means Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (including as applicable the implementing regulations issued thereunder);
<b>“Website”</b>	means abrtn.com, on which the up-to-date Net Asset Value per Share, the daily portfolio holdings of ETF Shares and any other relevant information relating to any Fund will be published and on which this Prospectus and any other information in respect of the ICAV, including various Shareholder and investor communications, may be published. Should this website become unavailable for any reason, an alternative website will be notified to Shareholders on which the Net Asset Value per Share, the portfolio holdings and any other relevant information relating to any Fund will be published and on which this Prospectus and any other information in respect of the ICAV, including various Shareholder and investor communications, may be published; and
<b>“Yield”</b>	means the income from an investment usually stated as a percentage of the value of the investment.

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## THE ICAV

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The ICAV was registered in Ireland pursuant to the Irish Collective Asset-Management Vehicles Act 2015 on 30 November 2021 under registration number C469164 and is authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations. The sole object of the ICAV is the collective investment of its funds in either or both transferable securities and other liquid financial assets of capital raised from the public and operating on the principle of risk-spreading in accordance with the UCITS Regulations and the giving to Shareholders the benefit of the results of the management of its funds.

The ICAV is organised in the form of an umbrella fund with segregated liability between Funds. Each Fund will bear its own liabilities and none of the ICAV, any of the service providers appointed to the ICAV, the Directors, any receiver, examiner or liquidator, nor any other person will have access to the assets of a Fund in satisfaction of a liability of any other Fund. Investors should refer to the section “Risk Considerations” for further details.

The Instrument of Incorporation provides that the ICAV may offer separate Funds. Each Fund will have a distinct portfolio of investments. The ICAV has obtained the approval of the Central Bank for the establishment of the Fund set out below. Information specific to a Fund will be set out in a separate Relevant Supplement.

<b>Funds of the ICAV</b>
abrnd Future Real Estate UCITS ETF
abrnd Metaverse UCITS ETF
abrnd Future Raw Materials UCITS ETF
abrnd Future Supply Chains UCITS ETF

With the prior approval of the Central Bank, the ICAV from time to time may create an additional Fund or Funds, the investment policies and objectives for which will be outlined in a Relevant Supplement and/or this Prospectus, together with details of the initial offer period, the initial subscription price for each Share and such other relevant information in relation to the additional Fund or Funds as the Directors may deem appropriate, or the Central Bank requires, to be included. Each Relevant Supplement will form part of, and should be read in conjunction with, this Prospectus.

The portfolio of assets maintained for each series of Shares and comprising a Fund will be invested in accordance with the investment objectives and policies applicable to such Fund as specified in the Relevant Supplement. Different Shares shall be designated as either ETF Shares (being Shares that are intended to be actively traded on a Secondary Market) or Non-ETF Shares (being Shares which are not intended to be actively traded on a Secondary Market). Shares may be divided into different Classes to accommodate, amongst other things, the distinction between ETF Shares and Non-ETF Shares, different dividend policies, charges, fee arrangements (including different total expense ratios), currencies, or to provide for foreign exchange hedging in accordance with the policies and requirements of the Central Bank from time to time.

Under the Instrument of Incorporation, the Directors are required to establish a separate Fund, with separate records, for each tranche of Shares in the following manner:

- (a) For each tranche of Shares the ICAV will keep separate books in which all transactions relating to the relevant Fund will be recorded and, in particular, the proceeds from the allotment and issue of Shares of each such tranche, the investments and liabilities and income and expenditure attributable thereto will be applied or charged to such Fund subject to the below;
- (b) Any assets derived from any other asset (whether Cash or otherwise) comprised in any Fund will be applied in the books of the ICAV to the same Fund as the asset from which it was derived and any increase or diminution in the value of such an asset will be applied to the relevant Fund;
- (c) In the event that there are any assets of the ICAV which the Manager does not consider are readily attributable to a particular Fund or Funds, the Manager will allocate such assets to and among any one or more of the Funds in such manner and on such basis as they, in their discretion, deem fair and equitable; and the Directors



will have the power to and may at any time and from time to time vary such basis in respect of assets not previously allocated;

- (d) Each Fund will be charged with the liabilities, expenses, costs, charges or reserves of the ICAV in respect of or attributable to that Fund and any such liabilities, expenses, costs, charges or reserves of the ICAV not readily attributable to any particular Fund or Funds will be allocated and charged by the Directors in such manner and on such basis as the Manager in their discretion deems fair and equitable, and the Manager will have the power to and may at any time and from time to time vary such basis;
- (e) If, as a result of a creditor proceeding against certain of the assets of the ICAV or otherwise, a liability, expense, cost, charge or reserve would be borne in a different manner from that in which it has been borne under paragraph (d) above, or in any similar circumstances, the Manager may, with the consent of the Depositary, transfer in the books and records of the ICAV any assets to and from any of the Funds;
- (f) Subject as otherwise provided in the Instrument of Incorporation, the assets held in each Fund will be applied solely in respect of the Shares of the tranche to which such Fund appertains and will belong exclusively to the relevant Fund and will not be used to discharge directly or indirectly the liabilities of or claims against any other Fund and will not be available for any such purpose.

Pursuant to Irish law, the ICAV is an Irish collective asset-management vehicle established as an umbrella fund with segregated liability between Funds. As a result third parties may not look to the assets of the ICAV in respect of liabilities owed by a Fund to them and must instead look to the Fund in which such debt arose. The ICAV should not be liable as a whole to third parties and there should not be the potential for cross contamination of liabilities between Funds.

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## INVESTMENT OBJECTIVES & INVESTMENT TECHNIQUES

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### INVESTMENT OBJECTIVES

The ICAV has been established for the purpose of investing in transferable securities in accordance with the UCITS Regulations. The specific investment objectives, strategies and policies for each Fund will be set out in the Relevant Supplement.

The assets of each Fund will be invested in accordance with the investment restrictions contained in the UCITS Regulations which are summarised in the “*Investment Restrictions*” section and such additional investment restrictions, if any, as may be adopted by the Directors for any Fund and specified in the Relevant Supplement. The Directors may establish Funds that will seek to track an Index (“**Index Tracking Funds**”) or will be managed actively by the Investment Manager to seek to achieve a specific investment objective, which may include outperforming an Index (“**Actively Managed Funds**”). Information in relation to the investment objectives and types of instruments or securities in which the relevant Fund will invest will be set out in the Relevant Supplement.

The securities in which each Fund invests will be primarily listed or traded on Recognised Markets, although the Funds may also invest in unlisted securities in accordance with the limits set out in the UCITS Regulations.

#### **Actively Managed Funds**

An Actively Managed Fund’s investments will be managed actively by the Investment Manager or, if appointed to a Fund, a Sub-Investment Manager, to seek to achieve its investment objective, for example, to seek to outperform an Index, rather than just to track it. Where a Fund is actively managed, the Investment Manager or Sub-Investment Manager (if appointed to a Fund) will have greater discretion in relation to the composition of the Fund’s portfolio, subject to the investment objectives and policies stated in the Relevant Supplement.

#### **Index Tracking Funds**

These Funds will seek to limit the difference in performance between the Fund's performance and that of its applicable Index. The difference will vary depending upon the investment process adopted. Such Funds will seek to achieve this objective by using a replication strategy, an optimisation strategy, or a stratified sampling strategy 'or such other strategy as the Investment Manager may consider appropriate, depending on which the Investment Manager considers to be the most appropriate strategy for the particular Fund at the relevant time. The Relevant Supplement will specify and describe the strategy the applicable Fund intends to use and provide details of where information on the Index tracked by that Fund may be obtained.

- **Replicating Funds.**

Replicating Funds seek to replicate, to the extent possible, the composition of the Index by physically holding all the Index Securities in the proportion to their weighting in the Index.

- **Non-Replicating Funds.** In certain situations it may not be practicable for a Fund to gain Exposure to all of the Index Securities of its respective Index in their proportionate weightings or to purchase them at all due to various factors, including the costs and expenses involved and the concentration limits set out in this Prospectus. In these circumstances, the Investment Manager may, in tracking an Index, decide to hold a representative sample of the securities contained in an Index.

The Investment Manager may employ a range of techniques designed to select those Index Securities which will create the representative sample that tracks the performance of the Index as closely as possible, including optimisation and stratified sampling techniques.

Optimisation seeks to minimise Tracking Error through quantitative portfolio analysis. This analysis may include consideration of matters such as how a securities' price changes in relation to another over time, scenario analysis (which involves estimating the change in an investment portfolio's value given a change in key risk factors) and stress testing. The optimisation process analyses portfolio holdings, Index weights and risk model data and then computes an optimal portfolio. Constraints typically include a number of holdings (for large Index universes) and maximum weightings across security, Sector and country. The use of optimisation may not always result in Tracking Error being minimised as intended.

Stratified sampling seeks to minimise Tracking Error by dividing the constituents of the relevant Index into distinct, non-overlapping risk groups called strata and selecting those securities in the Index, which match the risk characteristics of these groups. The strata could include but are not limited to, the market capitalisation of the companies, currency, country, industry Sectors, credit quality, key rate Duration, convexity (which is measure of how a change in Interest Rates affects the Duration of a Bond), capital structure, and Bond specific covenants, ie, a legally binding term of an agreement between a Bond issuer and a Bond holder.

The extent of sampling used in any Fund will be determined by the nature of the Index Securities, taking into account such factors as correlation, Diversification, and market weighting. Some Funds may use sampling more extensively than other Funds. Regardless of the amount of sampling, investors will be exposed to the performance of the underlying securities comprised in an Index. Funds may also hold some securities which provide similar performance and risk characteristics to certain securities in the Index, even if such securities are not themselves Index Securities, where the Investment Manager believes this to be appropriate in light of the investment objective and investment restrictions of the Fund or other factors. The potential for any such proposed investment by a Fund will be disclosed in the Relevant Supplement.

In addition, the replication methodology used in respect of a Fund may vary over time. For example, a newly launched Fund may not have adequate assets under management to efficiently employ the replication strategy and so may seek to employ either the optimisation or stratified sampling strategy initially, before gradually switching to full replication over time. Similarly a Fund employing the replication strategy may no longer be able to acquire all of the components of an Index because of changes in the Index or underlying market with the result that it can no longer fully replicate the Index, or can no longer do so efficiently and is obliged to switch to either the optimisation or stratified sampling technique.

Changes to the composition and/or weighting of Index Securities will ordinarily require that Fund to make corresponding adjustments or rebalancings to its investments in order to seek to track the Index. The Investment Manager will accordingly seek to rebalance the composition and/or weighting of the securities held by a Fund or to which a Fund is exposed from time to time to the extent practicable and possible to conform to changes in the composition and/or weighting of the Index. In the event that the weighting of any particular component within the Index exceeds the permitted investment restrictions, the ICAV shall adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of the Shareholders. Other rebalancing measures may be taken from time to time to seek to maintain the correspondence between the performance of a Fund and the performance of the Index. For further details on the factors which may limit the ability of the Fund to track the performance of an Index exactly, investors should also read the "Index Tracking Risk" risk warning in the "Risk Considerations" section. Information on the anticipated level of Tracking Error in respect of a Fund can be found in the Relevant Supplement and information on the level of Tracking Error experienced by a Fund will be contained in the most recent financial statements published by the ICAV.

There may be circumstances in which the holding of Index Securities may be prohibited by regulation, or may not otherwise be in the interests of investors. These include but are not limited to, where:

- (i) restrictions on the proportion of each Fund's value which may be held in individual securities arise from compliance with the UCITS Regulations;
- (ii) changes to the Index Securities cause the Investment Manager to determine that it would be preferable to implement different investment methods, in accordance with the terms of the Relevant Supplement, to provide similar performance and a similar risk profile to that of the Index;
- (iii) Index Securities are unavailable or no market exists for such security, in which case, a Fund may instead hold depository receipts relating to such securities (e.g. ADRs and GDRs) or may hold Derivatives giving Exposure to the performance of such securities;
- (iv) corporate actions occur in respect of Index Securities, in which case the Investment Manager has discretion to manage these events in the most efficient manner;
- (v) a Fund holds ancillary liquid assets and /or has receivables, in which case the Investment Manager may purchase Derivatives, for direct investment purposes, to produce a return similar to the return on the Index;
- (vi) Index Securities held by a Fund's Index become illiquid or are otherwise unobtainable at fair value, in which circumstances, the Investment Manager may use a number of techniques, including purchasing securities whose returns, individually or collectively, are seen to be well-correlated to desired constituents of the Index or purchasing a sample of stocks in the Index;
- (vii) following consideration of the costs of any proposed portfolio transaction, the Investment Manager believes that it is not efficient to execute transactions to bring the Fund perfectly into line with the Index at all times; and
- (viii) a Fund sells Index Securities in anticipation of their removal from the Index, or purchases securities which are not currently represented in the relevant Index, in anticipation of their becoming Index Securities.

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

**Changes of Index.** The Directors may in their absolute discretion decide, if they consider it to be in the interests of any Fund, to change or substitute the relevant Index for a Fund. The Directors may, for instance, decide to substitute an Index in the following circumstances:

- (a) the transferable securities or other techniques or instruments described in the “*Investment Restrictions*” section which are necessary for the implementation of the relevant Fund’s investment objective cease to be sufficiently liquid or otherwise be available for investment in a manner which is regarded as acceptable by the Directors;
- (b) the quality, accuracy and availability of data of a particular Index has deteriorated;
- (c) the components of the applicable Index would cause the Fund to be in breach of the limits contained in the “*Investment Restrictions*” section and/or materially affect the taxation or fiscal treatment of the ICAV or any of its investors;
- (d) the particular Index ceases to exist or, in the determination of the Directors, there is, or is expected to be, a material change in the formula for, or the method of, calculating the Index or a component of the Index or there is, or is expected to be, a material modification of the Index or a component of the Index;
- (e) there is a change of ownership of the relevant Index Provider to an entity not considered acceptable by the Directors and/or a change of name of the relevant Index; or
- (f) a new Index becomes available which is regarded as being of greater benefit to the investors than the existing Index.

The above list is indicative only and cannot be understood as being exhaustive in respect of the ability of the Directors to change the Index in any other circumstances as they consider appropriate. The Prospectus and any of the Relevant Supplements will be updated in the case of substitution or change of the existing Index of a Fund for another Index.

Any proposal by the Directors to change an Index shall be subject to the prior approval of the Shareholders of the relevant Fund by ordinary resolution only if it is deemed to be a change of investment objective or a material change of investment policy of the Fund. Otherwise, in accordance with the requirements of the Central Bank, Shareholders will be notified of the proposed change.

The Directors may change the name of a Fund if its Index is changed and the Index is referred to in the name of the Fund. Any change to the name of a Fund will be approved in advance by the Central Bank and the relevant documentation will be updated.

The EU Benchmark Regulation was effective on 1 January 2018. The EU Benchmark Regulation applies to ‘contributors’ to, ‘administrators’ of, and ‘users’ of Indices in the EU. When fully applicable, it will, among other things, (a) require EU benchmark administrators to be authorised or registered and to comply with requirements relating to the administration of Indices, (b) prohibit the use in the EU of Indices provided by EU administrators which are not authorised or registered in accordance with the EU Benchmark Regulation, and (c) prohibit the use in the EU of Indices provided by non-EU administrators which are not (i) authorised or registered and subject to supervision in a jurisdiction in respect of which an ‘equivalence’ decision has been adopted in accordance with the EU Benchmark Regulation, or (ii) where such equivalence decision is pending, ‘recognised’ by the competent authorities of the applicable EU Member State(s). An exception to this is that an Index provided by a non-EU administrator can itself be endorsed for use in the EU by an EU authorised or registered administrator or an EU-based supervised entity, following authorisation of the endorsement by the relevant competent authority.

The EU Benchmark Regulation requires the ICAV to produce and maintain a robust contingency plan setting out the actions that it would take in the event that an Index (as defined by the EU Benchmark Regulation) materially changes or ceases to be provided. The Investment Manager shall comply with this obligation on behalf of the ICAV.

The ICAV is required under the EU Benchmark Regulation to use only Indices which are provided by authorised Index administrators that are present in the register of administrators maintained by the European Securities and Markets Authority, pursuant to Article 36 of the EU Benchmark Regulation. The Investment Manager shall comply with this obligation on behalf of the ICAV.

## **INVESTMENT TECHNIQUES**

The ICAV may employ investment techniques and instruments for efficient portfolio management of the assets of any Fund including hedging against market movements, currency exchange or interest rate risks under the conditions and within the limits stipulated by the Central Bank under the UCITS Regulations and described below.

The securities in which each Fund invests will be primarily listed or traded on Recognised Markets, although the Funds may also invest in unlisted securities in accordance with the limits set out in the UCITS Regulations. The assets of each Fund will be invested in accordance with the investment restrictions contained in the UCITS Regulations which are summarised in the “*Investment Restrictions*” section in Appendix C and such additional investment restrictions, if any, as may be adopted by the Directors for any Fund and specified in the Relevant Supplement.

### **Cash Management**

A Fund may, for Cash management purposes, hold Cash, certificates of deposit, commercial paper (i.e. Short Term paper issued by credit institutions), Short Term government paper (i.e. Short Term debt issued by governments) and money market funds, subject to the general restrictions outlined under Appendix C “*Investment Restrictions*” section.

### **Investment in collective investment schemes**

Where so disclosed in the Relevant Supplement, Funds may invest in other collective investment schemes, including alternative investment funds, ETFs and money market funds, which may be managed by the Manager or an affiliate, subject to the general restrictions outlined under Appendix C “*Investment Restrictions*” section, provided that a Fund may not invest in any other collective investment scheme which holds Shares in any other Fund.

### **Use of Financial Derivative Instruments**

Each of the Funds may utilise Derivatives for efficient portfolio management purposes (i.e. the reduction of risks or costs to the Fund), including for hedging against market movements, currency exchange or interest rate risks, subject to the general restrictions outlined under Appendix C “*Investment Restrictions*” section.

The ICAV may also use various types of Derivatives as listed below for these purposes. Further details regarding the collateral policy arising from efficient portfolio management techniques are set out in the section below headed “Collateral”.

Derivatives used for efficient portfolio management may be used by the Funds for hedging purposes. Hedging is a technique by which the Funds will seek to minimise an Exposure created from an underlying position by counteracting such Exposure by means of acquiring an offsetting position. The positions taken for hedging purposes will be structured with the intention of not materially exceeding the value of the assets that they seek to offset.

Each of the Funds may also use Derivatives for investment purposes for generation of additional income and most Funds will use Derivatives as part of their investment policy. When entering into Derivatives using only a fraction or none of the assets that would be needed to purchase the relevant securities directly, the remainder of the Fund’s assets may be invested in other types of securities. The Manager or any Investment Manager may therefore seek to achieve greater returns by purchasing Derivatives and investing a Fund’s remaining assets in other types of securities to add excess return.

Investors should note, whilst the prudent use of Derivatives can be beneficial, Derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. The Relevant Supplement relating to each Fund will give more precise information on Derivatives, if any, used by the Fund other than for hedging purposes.

The ICAV will, on request, provide supplementary information to Shareholders relating to the risk management methods employed including the quantitative limits that are applied and any recent development in the risk and Yield characteristics of the main categories of investment.

**To the extent that a Fund uses Derivatives for investment purposes or efficient portfolio management purposes, there may be a risk that the Volatility of the relevant Fund's Net Asset Value may increase.**

Investors should refer to the "Risk Considerations" section for information in relation to the risks associated with the use of Derivatives and the description of a Fund's investment objectives and policies contained in the Relevant Supplement.

The relevant Fund's Exposure to counterparties in respect of an OTC Derivatives may be collateralised in accordance with the requirements of the Central Bank, so that the Fund's Exposure to a counterparty will comply with the Central Bank's requirements at all times. Where relevant, the Fund will monitor the collateral to ensure that the securities provided as collateral will, at all times, fall within the categories permitted by the Central Bank and be fully Diversified in accordance with the requirements set out in this Prospectus.

The following is a description of each of the types of Derivatives that a Fund may use for investment purposes or for efficient portfolio management. More information on the types of Derivatives used by each Sub-Fund is contained in the Relevant Supplement, as appropriate, and in the ICAV's risk management process. Any direct exposure of a Sub-Fund to commodities shall only be achieved through derivatives relating to an index.

#### *Futures*

Futures contracts are agreements to buy or sell a fixed amount of an index, equity, Bond or currency at a fixed date in the future. Futures contracts are exchange-traded instruments and their dealing is subject to the rules of the exchanges on which they are dealt.

Futures transactions are effected through a clearinghouse associated with the exchange on which the contracts are traded. No money is paid or received on the purchase or sale of a Future. Upon entering into a Futures transaction, the purchaser is required to deposit an initial margin payment for the futures commission merchant (the "**Futures Broker**"). The initial margin payment will be deposited with the custodian bank in an account, registered in the Futures Broker's name, that the Futures Broker can gain access to only under specified conditions. As a Future is marked-to-market (that is, its value on the books is changed to reflect changes in its market value), subsequent margin payments, called variation margin, will be paid to or from the Futures Broker daily. At any time prior to expiration of the Future, the purchaser may elect to close out its position, at which time a final determination of variation margin is made and any Cash in the margin account must be paid or released. The purchaser then realises any loss or gain on the Futures transaction for tax purposes.

#### *Index Futures*

Index Futures are based on the value of the basket of securities that comprise an index. These contracts obligate the buyer or seller to pay Cash to settle the Futures transaction, based on the fluctuation of the index's value in response to the change in the relative values of the underlying securities that are included in the index over the term of the contract. No delivery of the underlying securities is made to settle the Futures contract. Either party may also settle the transaction by entering into an offsetting contract. An index cannot be purchased or sold directly.

#### *Interest Rate Futures*

An interest rate Future obligates the seller to deliver (and the purchaser to take) Cash or a specified type of debt security to settle the Futures transaction. Either party could also enter into an offsetting contract to close out the position.

#### *Forwards*

A forward is an obligation to purchase or sell a specific asset at a future date at a price set at the time of the contract. A Fund may buy and sell currencies on a forward basis, subject to the limits and restrictions adopted by the Central Bank from time to time, to reduce the risks of adverse changes in exchange rates. Currency forwards may be used for currency hedging and to shift Exposure to currency fluctuations from one currency to another.

## *Options*

A call Option gives the buyer the right, but not the obligation, to purchase an underlying asset at a specified (strike) price. A put Option gives the buyer the right, but not the obligation, to sell an underlying asset at a specified price. A Fund may buy and sell call and put Options on Futures contracts, financial indices, securities indices, currencies, financial Futures, Swaps and securities. Options may be traded on a securities or Futures exchange or over-the-counter. A Fund may purchase and sell Options on Futures listed on US and other national exchanges.

A Fund may sell call Options if they are “covered.” That means that while the call Option is outstanding, the relevant Fund must either own the security subject to the call, or, for certain types of call Options, identify liquid assets on its books that would enable it to fulfil its obligations if the Option were exercised. A Fund has no limit on the amount of its total assets that may be subject to covered calls. The Fund in question may also sell put Options. A Fund must identify liquid assets to cover any put Options it sells.

## *Swap Agreements*

Swap agreements are Derivatives in which two parties agree to exchange payment streams that may be calculated in relation to a rate, index, instrument, or certain securities and a particular “notional amount” and which may embed an agreed fee or rate of return for the counterparty. Swaps may be structured to include Exposure to a variety of different types of investments or market factors. Depending on their structure, Swaps may increase or decrease a Fund’s Exposure to equity or debt securities, long-term or short-term Interest Rates, foreign currency values, mortgage-backed securities, corporate borrowing rates, or other factors such as security prices, baskets of securities, or inflation rates and may increase or decrease the overall Volatility of a Fund’s portfolio. Swap agreements can take many different forms and are known by a variety of names, including credit default Swaps, total return Swaps, interest rate Swaps, volatility Swaps, variance Swaps and currency Swaps. A Fund is not limited to any particular form of Swap agreement if the Investment Manager determines that other forms are consistent with that Fund’s investment objective and policies and the types of Swap to be used in respect of a Fund will be set out in the Relevant Supplement.

## *Credit Default Swap*

A credit default Swap is a transaction where a “protection buyer” or “buyer” in a credit default contract is obligated to pay the “protection seller” or “seller” a periodic stream of payments over the term of the contract provided that no credit event (as defined in the applicable contract) on an underlying reference obligation has occurred. If a credit event occurs, the seller may be required to transfer substantial value in Cash or securities. A Fund may be either the buyer or seller in a credit default Swap transaction.

## *Swap Options/Swaptions*

Swap are options to enter into swaps, such as interest rate swaps. In exchange for an option premium, the buyer gains the right but not the obligation to enter into a specified swap agreement with the issuer on a specified future date. Funds may also use credit default swaptions on indices, which are options to buy or sell the underlying credit default index Swaps at a specified date.

Further details regarding the risks relating to a Fund’s use of Derivatives are set out in the section headed “Risk Considerations”.

## **Risk Management**

Unless otherwise provided in the Relevant Supplement, a Fund’s global Exposure and Leverage will be calculated using the commitment approach and the Funds’ global Exposure will not exceed 100% of Net Asset Value. The commitment approach converts each Fund’s Derivative positions into the equivalent positions in the underlying assets and seeks to ensure that the Derivative risk is monitored in terms of any future “commitments” to which it is (or may be) obligated.

Where stated in the Relevant Supplement, a Fund employing an advanced risk management methodology will monitor its global Exposure using a risk management process which, in compliance with the UCITS Regulations, aims to ensure

that on any day the absolute value-at-risk (“**VaR**”) of the Fund will be no greater than 20% of the Net Asset Value of that Fund over a period of 20 business days. The daily VaR will be calculated using 99% confidence level, and the historical observation period will not be less than one year unless a shorter period is justified. The VaR limits applicable to such a Fund will be set out in the Relevant Supplement.

VaR is a means of measuring the potential loss to a Fund due to market risk and is expressed as the maximum potential loss measured at a 99% one-tailed confidence level over a one month time horizon. The holding period for the purpose of calculating global Exposure, is one month.

Funds using the VaR approach are required to disclose their expected level of Leverage which is stated in the Relevant Supplement. The expected level of Leverage disclosed for each Fund is an indicative level and is not a regulatory limit. The Fund’s actual level of Leverage might significantly exceed the expected level from time to time however the use of Derivatives will remain consistent with the Fund’s investment objective and risk profile and comply with its VaR limit. In this context, Leverage is a measure of the aggregate Derivative usage and is calculated as the sum of the notional exposure of the Derivatives used, without the use of netting arrangements. As the calculation neither takes into account whether a particular Derivative increases or decreases investment risk, nor takes into account the varying sensitivities of the notional exposure of the Derivative to market movements, this may not be representative of the level of investment risk within a Fund.

VaR is calculated using an absolute or relative approach.

#### *Relative VaR*

The relative VaR approach is used for Funds where a Derivative free Index or reference portfolio is defined reflecting the investment strategy which the Fund is pursuing. The relative VaR of a Fund (including Derivatives) is expressed as a multiple of the VaR of an Index or reference portfolio and is limited to no more than twice the VaR on the comparable Index or reference portfolio. The reference portfolio for VaR purposes, as amended from time to time, may be different from the Index as stated in the Relevant Supplement.

#### *Absolute VaR*

The absolute VaR approach calculates a Fund’s VaR as a percentage of the Net Asset Value of the Fund as defined by the ESMA Guidelines 10-788. Absolute VaR is generally an appropriate approach in the absence of an identifiable reference portfolio or Index, for instance for Funds using an absolute return target. Where indicated in the Relevant Supplement that a Fund uses absolute VaR, the absolute VaR of the Fund will not exceed 20% of the Net Asset Value of the Fund, using a one-tailed confidence interval of 99%, a holding period of one month (20 Business Days) and a historical observation period of one year (at least 250 Business Days).

Where a Fund is intended to utilise Derivatives, the Investment Manager will employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to Derivatives, and details of this process will be provided to the Central Bank. The Investment Manager will not utilise Derivatives which have not been included in the risk management process until such time as a revised risk management process has been submitted to the Central Bank.

## **Currency Transactions**

### *Currency Hedging at Portfolio Level*

Each Fund is permitted to invest in securities denominated in a currency other than its Base Currency and may purchase currencies to meet settlement requirements. In addition, subject to the restrictions imposed on the use of Derivatives described above and by the UCITS Regulations, each Fund may enter into various currency transactions, i.e. forward foreign currency contracts (including non-deliverable currency forwards), currency Swaps or foreign currency to protect against uncertainty in future exchange rates. Forward foreign currency contracts are agreements to exchange one currency for another - for example, to exchange a certain amount of Sterling for a certain amount of Euro - at a future date. The date (which may be any agreed-upon fixed number of days in the future), the amount of currency to be exchanged and the price at which the exchange will take place are negotiated and fixed for the term of



the contract at the time that the contract is entered into.

Currency transactions which alter Currency Exposure characteristics of transferable securities held by a Fund may only be undertaken for the purposes of a reduction in risk, a reduction in costs and/or an increase in capital or income returns to the Fund. Any such currency transactions will be used in accordance with the investment objective of the Fund.

A Fund may “cross-hedge” one foreign Currency Exposure by selling a related foreign currency into its Base Currency. Also, in Emerging Markets, local currencies are often expressed as a basket of major market currencies such as the US Dollar, Euro or Japanese Yen. A Fund may hedge out the Exposure to currencies other than its Base Currency in the basket by selling a weighted average of those currencies forward into the Base Currency.

#### *Currency Hedging at Share Class Level*

A Fund may use Derivatives on behalf of a specific Hedged Class in order to hedge some or all of the foreign exchange risk for such Hedged Classes.

There are two methods used for Share currency hedging:

- NAV Hedge

This type of hedging seeks to reduce the effect of exchange rate fluctuations between the Base Currency and the Class Currency of the Hedged Class. It is typically used when most portfolio holdings are either denominated in, or hedged back to, the Base Currency. Where such hedging is undertaken, the Class Currency of the Hedged Class is systematically hedged to the Base Currency. Where the NAV Hedge is applied successfully in respect of a Hedged Class, the performance of the Hedged Class is likely to move in line with the performance of the Shares denominated in the Base Currency. The use of the NAV Hedge may substantially limit the holders of the relevant Hedged Class from benefiting if the Class Currency of the Hedged Class decreases in value relative to the Base Currency.

- Portfolio Hedge

This type of hedging seeks to reduce the effect of exchange rate fluctuations between the Currency Exposures of the portfolio holdings and the Class Currency of the Hedged Class (the “**Portfolio Hedge**”). It is typically used when most of the portfolio holdings are neither denominated in, nor hedged back to, the Base Currency. Where such hedging is undertaken, the Currency Exposures of the assets of the Fund are systematically hedged back to the Class Currency of the Hedged Class in proportion to the Hedged Class’ share of the Net Asset Value of the Fund, unless for specific currencies, it is impractical or not cost effective to apply the Portfolio Hedge. The use of the Portfolio Hedge may substantially limit the holders of the relevant Hedged Class from benefiting if the Class Currency of the Hedged Class decreases in value relative to the currencies in which the underlying assets of the Fund being hedged are denominated.

Where a Fund offers Hedged Classes, the hedging method used by the Fund is indicated in the Relevant Supplement.

Where currency hedging transactions are entered into to hedge any relevant Currency Exposure in respect of a Hedged Class, each such transaction will be clearly attributable to the specific Hedged Class and any costs shall be for the account of that Hedged Class only. Accordingly, all such costs and related liabilities and/or benefits will be reflected in the Net Asset Value per Share of such Hedged Class.

Over-hedged or under-hedged positions may arise unintentionally due to factors outside the control of the Investment Manager, however, over-hedged positions will not be permitted to exceed 105% of the Net Asset Value of the Hedged Class and under-hedged positions will not be permitted to fall below 95% of the Net Asset Value of the Hedged Class. The hedged positions will be kept under review to ensure that under-hedged positions do not fall below the levels set out above and are not carried forward from month to month and that over-hedged positions materially in excess of 100% will not be carried forward from month to month.

A Fund that hedges foreign exchange risk for any Hedged Class may enter into forward foreign exchange contracts in order to hedge some or all of the foreign exchange risk for the relevant Hedged Class.

## **Use of Repurchase/ Reverse Repurchase Agreements**

A Fund may only enter into Repo / Reverse Repos for efficient portfolio management purposes.

A Fund may enter into Repo / Reverse Repos subject to the conditions and limits set out in the Central Bank UCITS Regulations under which it acquires securities from an entity who agrees, at the time of sale, to repurchase the security at a mutually agreed-upon date and price, thereby determining the Yield to the relevant Fund during the term of the Repo / Reverse Repo. The resale price reflects the purchase price plus an agreed upon market rate of interest which is unrelated to the coupon rate or maturity of the purchased security. A Fund may enter into reverse repurchase agreements under which it sells a security and agrees to repurchase it at a mutually agreed upon date and price.

In accordance with the Central Bank UCITS Regulations, up until the expiry of a Repo / Reverse Repo, the collateral obtained under such contracts or arrangements must be: (a) marked to market daily (as valued by the counterparty using its procedures, subject to any agreed haircuts, reflecting market values and Liquidity risk); (b) in value and at all times, equal or greater than the value of the amount invested or securities loaned; (c) transferred to the Depositary, or its agent (where there is title transfer); and (d) capable of being fully enforced by the ICAV at any time without reference to or approval from the counterparty. The requirement in (c) above is not applicable in the event that there is no title transfer in which case the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

Where a Fund enters into a reverse repurchase agreement it must be able to recall the full amount of the Cash at any time or terminate the reverse repurchase agreement on either an accrued basis or a mark to market basis. Where Cash is recallable at any time on a mark to market basis, the mark to market basis value of the reverse repurchase agreement must be used to calculate the net asset value of the relevant Fund.

Where a Fund enters into a repurchase agreement it should be able to recall the securities or terminate the repurchase agreement at any time. Fixed term repurchase agreements that do not exceed seven days shall be deemed to comply with this requirement.

All revenues from Repo / Reverse Repos, net of direct and indirect operational costs, shall be returned to the relevant Fund.

Repo / Reverse Repos do not constitute borrowing or lending for the purposes of the UCITS Regulations.

## **Lending of Securities**

A Fund may only enter into securities lending agreements for efficient portfolio management purposes. A Fund may lend its securities to brokers, dealers and other financial organisations in accordance with normal market practice.

Collateral obtained under such contracts or transactions must comply with the restrictions outlined under "Use of Repurchase/Reverse Repurchase Agreements" above.

Any interest or dividends paid on securities which are the subject of such securities lending agreements shall accrue to the ICAV for the benefit of the relevant Fund.

In addition, the relevant Fund must have the right at any time to terminate any securities lending agreement entered into by it, and to demand the return of any or all securities lent.

Securities lending transactions do not constitute borrowing or lending for the purposes of the UCITS Regulations.

The ICAV may appoint a securities lending agent (the "Securities Lending Agent") to a Fund, including an affiliate of the Investment Manager. The Securities Lending Agent shall be authorised (i) to enter into securities lending transactions including but not limited to Global Master Securities Lending Agreements ("GMSLA"), and / or any other internationally recognised master agreement) on behalf of the ICAV and (ii) to invest any Cash received/held on behalf of the ICAV as collateral pursuant to such securities lending transactions, in accordance with and within the limits set forth in the agency securities lending agreement, the rules set out in this Prospectus and the applicable regulations.

Any income generated by securities lending transactions (reduced by any applicable direct or indirect operational costs and fees arising there from and paid to the Securities Lending Agent and, as the case may be, to the Investment Manager) will be payable to the relevant Fund. As these direct and indirect operational costs do not increase the costs of running the Fund, they have been excluded from the ongoing charges. Unless otherwise specified in the Relevant Supplement to the extent a Fund undertakes Securities Lending Transactions, the Securities Lending Agent and the Investment Manager shall receive a fee for the services provided in this respect.

The effective rate of direct or indirect operational costs and fees paid to the Securities Lending Agent and to the Investment Manager on any income generated by securities lending transactions are set out as follows:

- Maximum 5% for the benefit of the Investment Manager;
- Maximum 10%% for the benefit of the Securities Lending Agent.

Details of the Exposures obtained through efficient portfolio management techniques, the counterparties used, the type and amount of collateral received to reduce such Exposures and any income and expenses, whether direct or indirect, generated by reverse repurchase agreements and securities lending will be disclosed in the annual reports of the ICAV.

### **Counterparties**

A Fund may only enter into OTC Derivatives, Repo / Reverse Repos and securities lending arrangements with counterparties (which are entities with legal personality typically located in OECD jurisdictions and which may be affiliated with the Investment Manager or Depositary) in accordance with the requirements of the UCITS Regulations where a credit assessment has been undertaken. Where the counterparty is subject to a credit rating by any agency registered and supervised by ESMA, that rating shall be taken into account in the credit assessment. Where a counterparty is downgraded to A2 or below (or comparable rating) by such a credit rating agency, a new credit assessment in respect of the counterparty will be undertaken without delay. Counterparties will not have discretion over the assets of a Fund, unless otherwise specified in the Relevant Supplement.

The assets of a Fund that are subject to Repo / Reverse Repos, securities lending, total return Swaps and any collateral received are held by the Depositary (or a sub-custodian on behalf of the Depositary). This is not applicable in the event that there is no title transfer, in which case the collateral can be held by a third party custodian which is subject to prudential supervision and unrelated to the provider of the collateral.

### **Collateral**

Subject to the Central Bank UCITS Regulations, collateral obtained in respect of OTC Derivatives and efficient portfolio management techniques ("**Collateral**"), such as a Repo / Reverse Repo or securities lending arrangement, must comply with the following criteria: (i) liquidity: collateral (other than Cash) should be transferable securities or Money-Market Instruments (of any maturity) which are highly liquid and traded on a regulated market or multi-lateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to its pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the UCITS Regulations; (ii) valuation: collateral should be capable of being valued on a daily basis and assets that exhibit high price Volatility should not be accepted as collateral unless suitably conservative haircuts are in place. Collateral may be marked to market daily by the counterparty using its procedures, subject to any agreed haircuts, reflecting market values and Liquidity risk and may be subject to variation margin requirements; (iii) issuer credit quality: collateral should be of high quality; (iv) correlation: collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty; and (v) Diversification: collateral should be sufficiently Diversified in terms of country, markets and issuers. Non-Cash Collateral will be considered to be sufficiently Diversified if the relevant Fund receives collateral with a maximum Exposure to any one issuer of 20% of the Fund's net asset value.

Notwithstanding the above, a Fund may be fully collateralised in different transferable securities and Money-Market Instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong, as disclosed in Section 2.12 in the section of the

Prospectus entitled “Investment Restrictions”, Appendix C. Such a Fund will receive securities from at least six different issues and securities from any single issue will not account for more than 30% of the Fund’s Net Asset Value.

It is proposed that a Fund will accept the following types of Collateral in respect of repurchase agreements as set out above in the section titled “Use of Repurchase/Reverse Repurchase Agreements”; OTC Derivatives as may be detailed in the Relevant Supplement for the Fund; and securities lending arrangements as set out above in the section titled “Lending of Securities”:

- (a) Cash;
- (b) government or other public securities;
- (c) certificates of deposit issued by Relevant Institutions;
- (d) Bonds/commercial paper issued by Relevant Institutions or by non-bank issuers where the issue or the issuer are of high quality;
- (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; and
- (f) Equity Related Securities traded on a stock exchange in the EEA, Switzerland, Canada, Japan, the United States, the United Kingdom, Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate discounts which will be determined by the Manager for each asset class based on the haircut policy. The Investment Manager shall implement a haircut policy in respect of each class of assets received as Collateral. The policy shall take account of the characteristics of the relevant asset class, including the credit standing of the issuer of the collateral and the price Volatility of the collateral. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the intention of the Investment Manager that any collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty Exposure where appropriate. The Investment Manager expects that the discount percentages specified in the table below will be used in the calculation of the value of collateral received by a Fund (the Investment Manager reserves the right to vary this policy at any time in which case this Prospectus will be updated accordingly):

Collateral Type	Margin
Cash	0
Negotiable debt obligations in any of the eligible currencies issued by the governments of selected G7 countries	0-40%
Currencies issued by the governments of selected G7 countries	0-40%

In the event that a Fund receives Collateral for at least 30% of its net assets, it will implement a stress testing policy to ensure that regular stress tests are carried out under normal and exceptional Liquidity conditions in order to allow it to assess the Liquidity risk attached to collateral.

Cash received as Collateral should be Diversified in accordance with the requirements applicable to non-Cash Collateral and should only be:

- placed on deposit with, or invested in certificates of deposit issued by Relevant Institutions. Invested Cash Collateral may not be placed on deposit with the counterparty or a related entity;
- invested in high quality government Bonds;
- used for the purpose of reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the ICAV can recall at any time the full amount of the Cash on an accrued basis; and
- invested in “Short Term Money Market Funds” as defined by the European Securities and Markets Authority’s guidelines on a common definition of European money market funds.

Re-invested Cash Collateral should be Diversified in accordance with the Diversification requirements application to non-Cash Collateral. Where Cash Collateral is re-invested it will be subject to the same risks as direct investments as set out under “Risk Considerations” below. Non-Cash Collateral cannot be sold, re-invested or pledged.

### **Pledging Assets**

Subject to the provisions of the UCITS Regulations and the Central Bank UCITS Regulations, the ICAV may, from time to time, where collateral is required to be provided by a Fund to a relevant counterparty in respect of Derivatives transactions, pledge investments of the relevant Fund equal in value to the relevant amount of required collateral, to the relevant Derivative counterparty.

### **Transparency of Securities Financing Transactions**

The Manager is subject to the provisions of the European Regulation on Reporting and Transparency of Securities Financing Transactions (the “**SFTR**”). The SFTR sets out certain disclosure requirements regarding the use of securities financing transactions (“**SFTs**”) and total return Swaps, as set out below.

The Funds may use Repos / Reverse Repos and securities lending, which are SFTs, and total return Swaps. The Funds’ use of SFTs and total return Swaps is consistent with their respective investment objectives and policies, and accordingly SFTs and total return Swaps may be used to reduce risk, reduce cost and/or generate additional capital or income with a risk level that is consistent with that of the relevant Fund. Total return swaps may also be used for investment purposes.

Subject to the limitations referred to above, any assets of a Fund may be subject to SFTs and total return Swaps. Where a Fund uses any of the SFTs and total return Swaps, the maximum and expected proportion of the assets under management of the Fund that could be subject to such SFTs and total return Swaps will be set out in the Relevant Supplement.

A Fund that does not use securities lending as of the date of this Prospectus or Relevant Supplement may however use securities lending provided that the maximum proportion of assets under management of that Fund that could be subject to this financial technique does not exceed 20% and that the Relevant Supplement is updated accordingly at the next available opportunity.

A Fund which is permitted to enter into Repos / Reverse Repos in accordance with its investment policy but does not actually engage in such transactions as of the date of this Prospectus may nevertheless engage in reverse repurchase transactions provided that the maximum proportion of its assets under management subject to these instruments does not exceed 100% and that the Relevant Supplement is updated accordingly at the next available opportunity.

The types of acceptable counterparty, acceptable Collateral, as well as the diversification requirements, are explained above. The acceptable counterparties (which may or may not be related to the Investment Manager, Depository or

their delegates) will be entities with legal personality and located in OECD jurisdictions. They will be subject to ongoing supervision by a public authority, be financially sound and have the necessary organisational structure and resources for the relevant type of transaction. Any Collateral obtained by a Fund pursuant to an SFT and total return Swap will be valued in accordance with the Investment Manager's valuation and haircut policy.

The "*Risk Considerations*" section of this Prospectus provides a description of the risks associated with the use of Derivatives, securities lending, Repos / Reverse Repos and other investment techniques which are likely to fall within the definition of SFT.

The assets of a Fund that are subject to SFTs, total return Swaps and any Collateral received are held by the Depositary (or a sub-custodian on behalf of the Depositary). This is not applicable in the event that there is no title transfer, in which case the Collateral can be held by a third party custodian which is subject to prudential supervision and unrelated to the provider of the Collateral.

#### **ALTERATION OF INVESTMENT OBJECTIVE AND POLICY**

The investment objective of each Fund will not at any time be altered without the prior approval of an Ordinary Resolution. Changes to investment policies which are material in nature may only be made with the prior approval of an Ordinary Resolution of the Shareholders of the Fund to which the changes relate. In the event of a change of investment objective and/or a material change in the investment policy a reasonable notification period will be provided by the Manager and the Manager will provide facilities to enable Shareholders to redeem their Shares prior to implementation of these changes. A non-material change in the investment policy will not require Shareholder approval, however a reasonable notification period will be provided to enable Shareholders to redeem their Shares prior to implementation of the change.

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## RISK CONSIDERATIONS

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All investments involve risk. The risks of some of the Funds may be comparatively high. The risk descriptions below correspond to the main risk factors for each Fund. “General Risks” mostly apply to all Funds; “Specific Risks” are particularly relevant where noted below each Fund’s investment objective and policy in each Relevant Supplement. A Fund could potentially be affected by risks beyond those listed for it or described here, or in the Relevant Supplement, nor are these risk descriptions themselves intended as exhaustive. Each risk is described as if for an individual Fund.

A number of the risks described in this section are not directly applicable to the securities held by each Fund. However, if a Fund invests into another Fund or Collective Investment Scheme which does hold securities where the risk is applicable then this is highlighted below the Fund’s investment objective and policy in the Relevant Supplement.

The value of investments and income from them can go down as well as up, and you might get back less than you invested.

Any of these risks could cause a Fund to lose money, to perform less well than similar investments or a benchmark, to experience high volatility (ups and downs in NAV), or to fail to meet its objective over any period of time.

Statements made in this Prospectus are based on the law and practice in force at the date of this Prospectus.

Charges have the effect of reducing investment returns. Your investment must grow more than the rate of charges before you receive a positive return. A positive return is not guaranteed. Charges may reduce the value of your investment.

### General Risks

#### Risks Specific to Investment in Funds

As with any investment fund, investing in a Fund involves certain risks an investor would not face if investing in markets directly:

- the actions of other Shareholders, in particular sudden large outflows of cash, could interfere with orderly management of the Fund and cause its NAV to fall;
- a Shareholder cannot direct or influence how money is invested while it is in the Fund;
- the Fund’s buying and selling of investments may not be optimal for the tax efficiency of any given Shareholder;
- the Fund is subject to various investment laws and regulations that limit the use of certain securities and investment techniques that might improve performance; to the extent that the Fund decides to register in jurisdictions that impose narrower limits, this decision could further limit its investment activities;
- because Non-ETF Shares are not publicly traded, the only option for liquidation of Non-ETF Shares is generally redemption, which could be subject to any redemption policies set by the Fund;
- to the extent that the Fund invests in other UCITS, it will have less direct knowledge of, and no control over, the decisions of the UCITS’ investment managers, it could incur a second layer of investment fees (which will further erode any investment gains), and it could face liquidity risk in trying to unwind its investment in a UCITS;
- the ICAV may not be able to hold a service provider fully responsible for any losses or lost opportunities arising from the service provider’s misconduct; and

- to the extent that the ICAV conducts business with affiliates of in the abrdn Group, and these affiliates (and affiliates of other service providers) do business with each other on behalf of the ICAV, conflicts of interest may be created (although to mitigate these, all such business dealings must be conducted on an “arm’s length” basis, and all entities, and the individuals associated with them, are subject to strict “fair dealing” policies that prohibit profiting from inside information and showing favouritism).

### **Counterparty Risk**

An entity with which the Fund does business could become unwilling or unable to meet its obligations to the Fund.

The bankruptcy or insolvency of a counterparty could result in delays in getting back securities or Cash of the Fund’s that were in the possession of the counterparty. This could mean the Fund is unable to sell the securities or receive the income from them during the period in which it seeks to enforce its rights, which process itself is likely to create additional costs. Various operational risks could also cause delays even if there is no inability of the counterparty to pay.

If any Collateral the Fund holds as protection against counterparty risk declines in value, it may not fully protect the Fund against losses from counterparty risk, including lost fees and income.

### **Currency Hedged Classes**

Hedged Classes aim to track the return of the Base Currency Class, but are valued in an alternative currency. For example, if the Base Currency of the Fund is US Dollar, the Euro Hedged Class will aim to produce a similar return but is valued in Euros. The hedging aims to reduce foreign exchange risk between US Dollar and Euro.

Currency risk will still exist in a Hedged Class if the Fund invests in assets which are priced in different currencies than the Base Currency.

Hedging techniques incur transaction costs, which will have a negative impact on the performance of the hedged Class. A perfect hedge may never be achieved, and so the exchange rate risk may not be fully eliminated.

Normally, the cost of Hedged Classes are paid for by the hedged Class. However, in extreme circumstances, costs may be absorbed by other Classes in the applicable Fund.

### **Currency Risk**

Changes in currency exchange rates could reduce investment gains or increase investment losses, in some cases significantly.

Exchange rates can change rapidly and unpredictably, and it may be difficult for the Fund to unwind its Exposure to a given currency in time to avoid losses. Changes in exchange rates can be influenced by such factors as export-import balances, economic and political trends, governmental intervention and investor speculation.

Intervention by a central bank, such as aggressive buying or selling of currencies, changes in interest rates, restrictions on capital movements or a “de-pegging” of one currency to another, could cause abrupt or long-term changes in relative currency values.

Where a Class is designated in a currency other than the Base Currency of the Fund, changes in the exchange rate between the Base Currency and such designated currency may lead to differences in the value of such Shares.

### **Cyber Security Risk**

The ICAV and its service providers are susceptible to operational and information security and related risks of cyber security incidents, which could cause disruptions and impact business operations. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining



unauthorised access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption.

Cyber-attacks also may be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users).

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

### **Inflation Risk**

Over time, inflation can erode the real value of investment gains. With investments that produce low returns, inflation can negate any gains in buying power or even cause an investors net buying power to decline over time.

### **Liquidity Risk**

Any security could become hard to value or to sell at a desired time and price.

Liquidity risk could affect the Fund's ability to repay repurchase agreement proceeds by the agreed deadline.

Certain securities may, by their nature, be hard to value or sell quickly, especially in any quantity. This may include securities that are labelled as illiquid as well as a security of any type that represents a small issue, trades infrequently, or is traded on markets that are comparatively small or that have long settlement times.

### **Management and Investment Management Risk**

The Fund's management team and investment management team may be wrong in its analysis, assumptions, or projections. This includes projections concerning industry, market, economic, demographic, or other trends.

During unusual market conditions, investment management practices that have worked well in the past, or are accepted ways of addressing certain conditions, could prove ineffective.

### **Market Risk**

Prices and yields of many securities can change frequently, and can fall based on a wide variety of factors. Examples of these factors include:

- political and economic news;
- government policy;
- changes in technology and business practice;
- changes in demographics, cultures and populations;
- natural or human-caused disasters;
- weather and climate patterns;
- scientific or investigative discoveries;
- costs and availability of energy, commodities and natural resources.

The effects of market risk can be immediate or gradual, short term or long-term, narrow or broad.

This risk can apply to both the design and operation of computer models, and can apply whether a model is used to support human decision-making or to directly generate trading recommendations. Flaws in software programs can go undetected for long periods of time.

### **Operational Risk**

The operations of the Fund could be subject to human error, faulty processes or governance, or technological failures. Operational risks may subject the Fund to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, custody and trading, among other things. Operational risks may go undetected for long periods of time, and even if they are detected it may prove impractical to recover prompt or adequate compensation from those responsible.

### **Regulatory and Governmental Policy**

The laws that govern a Fund may change in future. Any such changes may not be in the best interest of a Fund and may have a negative impact on the value of your investment.

### **Suspension and Termination**

Shareholders should note that in exceptional circumstances, the Manager may, after consultation with the Depositary, suspend the issue, cancellation, sale and redemption (including switching) of Shares in any and all Funds and Classes.

### **Taxation Risks**

The tax treatment of the ICAV and / or investments of the Funds may change. Such changes cannot be foreseen, may be retroactive and may have a positive or adverse effect on the Net Asset Value of the Shares. Further information is disclosed in the section headed "Taxation".

The ICAV may be liable to taxes (including withholding taxes) in countries other than Ireland on income earned and capital gains arising on its investments. The ICAV 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. The ICAV may not, therefore, be able to reclaim any foreign withholding tax suffered by it in particular countries. If this position changes and the ICAV obtains a repayment of foreign tax, the Net Asset Value of the ICAV will not be restated and the benefit will be allocated to the then-existing Shareholders rateably at the time of repayment.

### **Turnover**

When securities are bought and sold they incur transaction costs, which are paid for by the Fund. This is known as turnover. High levels of turnover may have a negative impact on a Fund's performance.

### **ETF Specific Risks**

#### **(a) Costs of Buying or Selling ETF Shares Risk**

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

(b) **Dealing Day Risk**

As foreign exchanges can be open on days which are not Dealing Days or days when a Fund may have suspended calculation of its Net Asset Value and the subscription and redemption of Shares and, therefore, Shares in the Fund are not priced, the value of securities in the Fund's portfolio may change on days when a Fund's Shares will not be able to be purchased or sold.

(c) **Failure to Settle Risk**

If an Authorised Participant submits a dealing request and subsequently fails or is unable to settle and complete that dealing request (including, for example, where the Authorised Participant no longer has the monies to fund the settlement), the recourse available to the Fund may be limited to that agreed contractually with the Authorised Participant. In the event that limited or no recourse is available to the Fund, loss may be suffered by the Fund and its investors.

(d) **Fluctuation of Net Asset Value and Market Pricing Risk**

The Net Asset Value per Share will generally fluctuate with changes in the market value of a Fund's securities holdings. The market price of ETF Shares will generally fluctuate in accordance with changes in a Fund's Net Asset Value and supply and demand of ETF Shares on the relevant Listing Stock Exchange(s). It cannot be predicted whether ETF Shares will trade below, at or above the Net Asset Value per Share. Price differences may be due, in large part, to the fact that supply and demand forces at work in the secondary trading market for ETF Shares will be closely related to, but not identical to, the same forces (including whether or not a given market is open) influencing the prices of the Fund's securities holdings trading individually or in the aggregate at any point in time. The market price of ETF Shares may deviate significantly from the Net Asset Value per Share during periods of market Volatility. However, given that ETF Shares can be created and redeemed in large volumes, large discounts or premiums to the Net Asset Value per Share should not be sustained. While the creation/redemption feature is designed to help make it likely that ETF Shares normally will trade close to the Net Asset Value per Share, disruptions or suspensions to creations and redemptions may result in trading prices that differ significantly from the Net Asset Value per Share. Losses may be incurred, or profits reduced, if ETF Shares are purchased at a time when the market price is at a premium to the Net Asset Value per Share or sold at a time when the market price is at a discount to the Net Asset Value per Share.

(e) **Secondary Market Trading Risk**

Although the ETF Shares of a Fund will be listed for trading on the relevant Listing Stock Exchange(s), there can be no assurance that an active trading market for such ETF Shares will develop or be maintained. Trading in ETF Shares on a Listing Stock Exchange may be halted due to market conditions or for reasons that, in the view of the relevant Listing Stock Exchange, make trading in ETF Shares inadvisable. In addition, trading in ETF Shares on a Listing Stock Exchange is subject to trading halts caused by extraordinary market Volatility pursuant to stock exchange "circuit breaker" rules. There can be no assurance that the requirements of a Listing Stock Exchange necessary to maintain the listing of a Fund will continue to be met or will remain unchanged or that the ETF Shares will trade with any volume, or at all, on any stock exchange. Furthermore, any securities that are listed and traded on stock exchanges can also be bought or sold by members of those exchanges to and from each other and other third parties on terms and prices that are agreed on an "over-the-counter" basis and may also be bought or sold on other multi-lateral trading facilities or platforms. The ICAV has no control over the terms on which any such trades may take place. There can be no guarantee that once the Shares are listed or traded on a Listing Stock Exchange they will remain listed or traded on that Listing Stock Exchange.

**Shares purchased on the Secondary Market cannot usually be sold directly back to the ICAV. Investors must buy and sell ETF Shares with the assistance of an intermediary (e.g. a stockbroker) and may incur fees for doing so. In addition, investors may pay more than the current Net Asset Value per Share when buying ETF Shares and may receive less than the current Net Asset Value per Share when selling them.** In exceptional circumstances, whether as a result of disruptions in the Secondary Market or otherwise, investors who have acquired ETF Shares on the Secondary Market are entitled to apply to the ICAV in writing to have the ETF Shares in question registered in their own name, to enable them to access the redemption facilities described under "Procedure for Dealing on the Primary Market" in the "Dealings in Kind, in Cash and Directed Cash Dealings" section.

(f) **Differences between Listed and Unlisted Share Classes**

The Funds may issue both ETF Shares (which will be listed for trading on the relevant Listing Stock Exchange(s)) and Non-ETF Shares (which will not be listed for trading on the relevant Listing Stock Exchange(s)). Investors should note the differences between investing in ETF Shares and Non-ETF Shares, including, but not limited to, the following:

<b>Item</b>	<b>Non-ETF Shares</b>	<b>ETF Shares</b>
<b>Dealing Arrangements</b>	<ul style="list-style-type: none"> <li>Investors purchase and redeem Non-ETF Shares directly from the ICAV.</li> <li>Investors can purchase and sell Non-ETF Shares once on each Dealing Day.</li> </ul>	<ul style="list-style-type: none"> <li>Investors purchase and redeem ETF Shares on the relevant Listing Stock Exchange through a market participant (e.g. a stockbroker).</li> <li>Investors can, where the relevant Listing Stock Exchange is open for trading, purchase and sell ETF Shares throughout each Dealing Day.</li> </ul>
<b>Dealing Mechanism</b>	Non-ETF Shares are purchased directly from the ICAV.	Investors must generally deal through a broker in order to purchase and sell ETF Shares.
<b>Costs of Dealing</b>	See the section of this Prospectus entitled "Procedure for Dealing on the Primary Market" for information on the fees and costs associated with purchasing and selling Non-ETF Shares.	See the sections of this Prospectus entitled "Secondary Market Prices" and "Costs of Buying or Selling ETF Shares Risk" for information on the fees and costs associated with purchasing and selling ETF Shares.
<b>Minimum Dealing Amounts</b>	In the case of Non-ETF Shares, an investor must make an initial subscription in an amount equal to or greater than the initial Minimum Subscription amount (if any) specified in the Relevant Supplement.	In the case of ETF Shares purchased on the Secondary Market, given that the ETF Shares are not purchased directly from the ICAV, the ICAV does not apply an initial Minimum Subscription amount for the purchase of ETF Shares on the Secondary Market.
<b>Shareholder Rights</b>	In the case of Non-ETF Shares, the investor (or its nominee) is the registered holder of such Non-ETF Shares.	An investor in ETF Shares is not the registered holder of such ETF Shares on the Register, but instead the ETF Shares are registered in the name of the Common Depositary's nominee on behalf of Euroclear or of Clearstream (which are the applicable ICSD in respect of the ETF Shares).

(g) **Trading Currency Exposure Risk**

Shares may be traded in various currencies on various Listing Stock Exchanges. In addition, subscriptions and redemption of Shares in a Fund will ordinarily be made in the Base Currency of the Fund and may in some cases be permitted in other currencies. The currencies in which the underlying investments of a Fund are denominated may also differ from the Base Currency of the Fund (which may follow the base currency of the Fund's Index). Depending on the currency in which an investor invests in a Fund, foreign exchange fluctuations between currency of investment and the Base Currency of the Fund and/or the currencies in which the Fund's underlying investments are denominated,

will have impact on, and may adversely affect, the value of such investor's investments.

### **Risk due to Umbrella Structure of the ICAV**

Pursuant to Irish law, there should not be the potential for cross contamination of liabilities between different Funds. However, there can be no categorical assurance that, should an action be brought against the ICAV in the courts of another jurisdiction, the segregated nature of the Funds will necessarily be upheld. **Accordingly, it is not free from doubt that the assets of any Fund of the ICAV may not be exposed to the liabilities of other Funds of the ICAV. As at the date of this Prospectus, the Directors are not aware of any existing or contingent liability of the ICAV which could affect the segregated liability of the Funds.**

### **Risks of Secondary Market Disruption Events**

A determination of a Secondary Market Disruption Event in connection with any of a Fund's assets may have an effect on the value of the Shares in such Fund and may delay settlement in respect of the Fund's assets and/or the Shares. Any such event may result in a suspension of valuations and issue and redemption and conversion of Shares as described in the "*Temporary Suspension of Dealings*" section.

### **Specific Risks**

#### **Asset Backed / Mortgage Backed Securities / To-Be-Announced Risk**

Mortgage-backed and asset-backed securities ("MBSs" and "ABSs") typically carry prepayment and extension risk and can carry above-average Liquidity risk.

MBSs and ABSs represent an interest in a pool of debt, such as credit card receivables, auto loans, student loans, equipment leases, home mortgages and home equity loans. MBSs and ABSs also tend to be of lower credit quality than many other types of debt securities. To the extent that the debts underlying an MBS or ABS go into default or become non-collectable, the securities based on those debts will lose some or all of their value.

Some securities are structured into tranches with different levels, and potentially greater levels, of credit and liquidity risk. These include collateralised loan obligations ("CLOs"), collateralised debt obligations ("CDOs") and collateralised mortgage obligations ("CMOs").

"Prepayment" occurs when the issuer of a debt security repays the instrument earlier than expected. "Extension" occurs when the issuer of a debt security postpones the date when they will repay. Either event may impact a Fund investing in these securities, either through incurring unexpected transaction charges or through a change in value of the security.

To-be-announced ("TBA") securities, which are MBSs or ABSs that are purchased sight unseen 48 hours before they are issued, can fall in value between the time a Fund commits to the purchase and the time of delivery.

#### **Concentration Risk**

To the extent that a Fund invests a large portion of its assets in a limited number of industries, Sectors, or issuers, or within a limited geographical area, it can be more risky than a Fund that invests more broadly.

Focusing on any company, industry, Sector, country, region, type of stock, type of economy, etc. makes a Fund more sensitive to the factors that determine market value for the area of focus. These factors may include economic, financial or market conditions as well as social, political, economic, environmental or other conditions. The result can be both higher volatility and a greater risk of loss.

## **Credit/ High Yield Credit Risk**

A Bond or money market security could lose value if the issuer's financial health deteriorates, or in extreme cases could go into default (cease to make timely payments of principal or interest).

This risk is greater the lower the credit quality of the debt, and the greater the Fund's Exposure to High Yield Bonds. A decline in creditworthiness may also cause a Bond or money market security to become more volatile and less liquid.

Bonds that are in default may become illiquid or worthless. High Yield Bonds are considered speculative. Compared to Investment Grade Bonds, the prices and Yields of High Yield Bonds are more sensitive to economic events and more volatile, and the Bonds are less liquid. In general, lower quality Bonds are more likely to default on obligations, and to be unable to repay principal if they do, particularly if they are unsecured or subordinate to other obligations.

Debt issued by governments and government-owned or -controlled entities can be subject to many risks, especially in cases where the government is reliant on payments or extensions of credit from external sources, is unable to institute the necessary systemic reforms or control domestic sentiment, or is unusually vulnerable to changes in geopolitical or economic sentiment. Even if a government issuer is financially able to pay off its debt, investors may have little recourse should it decide to delay, discount or cancel its obligations.

## **Derivatives Risk**

Certain derivatives could behave unexpectedly or could expose a Fund to losses that are significantly greater than the cost of the derivative. Derivatives in general are highly volatile and do not carry any voting rights. The pricing and volatility of many derivatives (especially credit default swaps) may diverge from strictly reflecting the pricing or volatility of their underlying reference(s).

In difficult market conditions, it may be impossible or unfeasible to place orders that would limit or offset the market exposure or financial losses created by certain derivatives. Using derivatives also involves costs that a Fund would not otherwise incur.

Regulations may limit a Fund from using derivatives in ways that might have been beneficial to a Fund. Changes in tax, accounting, or securities laws could cause the value of a derivative to fall or could force a Fund to terminate a derivative position under disadvantageous circumstances.

Certain derivatives, in particular futures, options, and some contingent liability contracts, could involve margin borrowing, meaning that a Fund could be forced to choose between liquidating securities to meet a margin call or taking a loss on a position that might, if held longer, have yielded a smaller loss or a gain.

To the extent that a Fund uses derivatives to increase its net exposure to any market, rate, basket of securities or other financial reference source, fluctuations in the price of the reference source will be amplified at the Fund level.

As many financial derivatives instruments have a leveraged component, adverse changes in the value or level of the underlying asset, reference rate or index can result in a loss substantially greater than the amount invested in the derivative itself. The Funds are managed on a non-leveraged basis unless otherwise specified.

- **Over the Counter (OTC) Derivatives Risk**

Because OTC derivatives are in essence private agreements between a Fund and one or more counterparties, they are regulated differently than market-traded securities. They also carry greater counterparty and liquidity risks; in particular, it may be more difficult to force a counterparty to honour its obligations to a Fund. A downgrade in the creditworthiness of counterparty can lead to a decline in the value of OTC contracts with that counterparty. If counterparty ceases to offer a derivative that a Fund had been planning on using, the Fund may not be able to find a comparable derivative elsewhere and may miss an opportunity for gain or find itself unexpectedly exposed to risks or losses, including losses from a derivative position for which it was unable to buy an offsetting derivative.

Because it is generally impractical for the ICAV to divide its OTC derivative transactions among a wide variety of

counterparties, a decline in the financial health of any one counterparty could cause significant losses. Conversely, if any Fund experiences any financial weakness or fails to meet an obligation, counterparties could become unwilling to do business with the ICAV, which could leave the ICAV unable to operate efficiently and competitively.

- **Exchange Traded Derivatives (ETD) Risk**

While exchange-traded derivatives are generally considered lower-risk than OTC derivatives, there is still the risk that a suspension of trading in derivatives or in their underlying assets could make it impossible for a Fund to realise gains or avoid losses, which in turn could cause a delay in handling redemptions of shares. There is also a risk that settlement of exchange-traded derivatives through a transfer system may not happen when or as expected.

- **Short Positions Risk**

Some Funds can take short positions by using derivatives. A short position will reduce in value if the security it is linked to increases in value. The opposite also applies, in that the short position will rise in value if the underlying security reduces in value.

There is no limit to the loss on a short position, and so they carry higher risk than direct investment in a security. The risk of holding short positions is mitigated by the Manager's Risk Management Policy.

- **Settlement Risk**

Although the ICAV uses standard, high quality settlement systems to settle transactions both in the course of the Fund's investment activities and in payments to and from Shareholders, there is a risk that Funds and their Shareholders could be prejudiced by a breakdown in such system.

- **Correlation Risk**

Although the Manager may believe that taking exposure to underlying assets through the use of FDI will benefit Shareholders in certain circumstances, by reducing operational costs and creating other efficiencies, there is a risk that the performance of a Sub-Fund will be imperfectly correlated with the performance that would be generated by investing directly in the underlying assets.

## **Risks in relation to particular Derivatives**

### **(a) Options**

A Fund may directly or indirectly sell or purchase call Options. There are risks associated with the sale and purchase of call Options. The seller (writer) of a call Option which is covered (i.e., the writer holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the Option. The seller of an uncovered call Option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the Option. The buyer of a call Option assumes the risk of losing his entire investment in the call Option. If the buyer of the call sells short the underlying security, the loss on the call will be offset in whole or in part by any gain on the short sale of the underlying security.

A Fund may directly or indirectly sell or purchase put Options. There are risks associated with the sale and purchase of put Options. The seller (writer) of a put Option which is covered (i.e., the writer has a Short Position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the Short Position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security below the exercise price of the Option. If the seller of the put Option owns a put Option covering an equivalent number of shares with an exercise price equal to or greater than the exercise price of the put written, the position is "fully hedged" if the Option owned expires at the same time or later than the Option written. The seller of an uncovered put Option assumes the risk of a

decline in the market price of the underlying security below the exercise price of the Option. The buyer of a put Option assumes the risk of losing his entire investment in the put Option. If the buyer of the put Option holds the underlying security, the loss on the put Option will be offset in whole or in part by any gain on the underlying security.

(b) **Futures**

Positions in Futures contracts may be closed out only on an exchange which provides a secondary market for such Futures. However, there can be no assurance that a liquid secondary market will exist for any particular Futures contract at any specific time. Thus, it may not be possible to close a Futures position. In the event of adverse price movements, a Fund would continue to be required to make daily Cash payments to maintain its required margin. In such situations, if a Fund has insufficient Cash, it may have to sell Fund securities to meet daily margin requirements at a time when it may be disadvantageous to do so. In addition, a Fund may be required to make delivery of the instruments underlying Futures contracts it holds.

The inability to close Options and Futures positions also could have an adverse impact on the ability to effectively hedge a Fund.

The risk of loss in trading Futures contracts in some strategies can be substantial, due both to the low margin deposits required, and the extremely high degree of Leverage involved in Futures pricing. As a result, a relatively small price movement in a Futures contract may result in immediate and substantial loss (or gain) to the investor. For example, if at the time of purchase, 10% of the value of the Futures contract is deposited as margin, a subsequent 10% decrease in the value of the Futures contract would result in a total loss of the margin deposit, before any deduction for the transaction costs, if the account were then closed out. A 15% decrease would result in a loss equal to 150% of the original margin deposit if the contract were closed out. Thus, a purchase or sale of a Futures contract may result in losses in excess of the amount of investment in the contract. The relevant Fund also assumes the risk that the Investment Manager will incorrectly predict future market trends.

It is also possible that a Fund could both lose money on Futures contracts and also experience a decline in value of its assets. There is also a risk of loss by a Fund of margin deposits in the event of bankruptcy of a broker with whom a Fund has an open position in a Futures contract or related Option.

Futures positions may be illiquid because certain exchanges limit fluctuations in certain Futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Under such daily limits, during a single trading day, no trades may be executed at prices beyond the daily limits. Once the price of a particular Futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. It is also possible that an exchange or the US Commodity Futures Trading Commission or other regulatory bodies may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract, or order that trading in a particular contract be conducted for liquidation only. This constraint could prevent the Investment Manager from promptly liquidating unfavourable positions and subject a Fund to substantial losses. This could also impair a Fund's ability to withdraw its investments in order to make distributions to a redeeming Shareholder in a timely manner. Therefore, although the ICAV is open to all classes of investors (subject to all applicable country specific distribution and selling restrictions) and while it is anticipated that these investments made by the ICAV on behalf of a Fund will enable it to satisfy redemption requests for that Fund, such Fund may be more suitable for sophisticated investors that will not be materially impacted by postponements of a Fund's normal redemption dates.

(c) **Swap Agreements**

A Fund may enter into Swap agreements. Swaps may be subject to various types of risks, including market risk, Liquidity risk, structuring risk, tax risk, and the risk of non-performance by the counterparty, including risks relating to the financial soundness and Creditworthiness of the counterparty.

The most significant factor in the performance of Swaps is the change in individual equity values, specific



Interest Rate, currency or other factors that determine the amounts of payments due to and from the counterparties. If a Swap calls for payments by a Fund, the Fund must have sufficient Cash available to make such payments when due. In addition, if a counterparty's Creditworthiness declines, the value of a Swap agreement would be likely to decline, potentially resulting in losses to the Fund.

Swaps may be individually negotiated transactions in the over-the-counter market in which a Fund assumes the credit risk of the other counterparty to the Swap and is exposed to the risk of loss of the amount expected to be received under a Swap agreement in the event of the default or insolvency of the Swap counterparty. Such over-the-counter Swap transactions may be highly illiquid and may increase or decrease the Volatility of a Fund's portfolio. If there is a default by a counterparty, a Fund under most normal circumstances will have contractual remedies pursuant to the Swap agreement; however, exercising such contractual rights may involve delays or costs which could result in the net asset value of the Fund being less than if the Fund had not entered into the transaction. Furthermore, there is a risk that a Swap counterparty could become insolvent and/or the subject of insolvency proceedings, in which event the recovery of the Collateral posted by the Fund with such counterparty or the payment of claims under the Swap agreement may be significantly delayed and the Fund may recover substantially less than the full value of the Collateral entrusted to such counterparty or of the Fund's claims.

A Fund will also bear the risk of loss if it breaches the Swap agreement or if it fails to post or maintain required Collateral. Recent changes in law and regulation require certain types of Swap agreements to be transacted on exchanges and/or cleared through a clearinghouse, and will in the future require additional types of Swap agreements to be transacted on exchanges and/or cleared through a clearinghouse.

(d) **Credit Default Swaps**

A Fund may enter into credit default Swap transactions. If a Fund is a protection buyer under the contract and no credit event occurs, the Fund will lose its investment and recover nothing. However, if a credit event occurs, the Fund (as buyer) may receive the full notional value of the reference obligation even if the reference obligation has little or no value. As a seller, a Fund generally receives a fixed rate of income throughout the term of the contract, which generally is between six months and ten years (depending on the maturity of the underlying reference obligation), provided that there is no credit event. If a credit event occurs, a Fund (as seller) will be required to pay the full notional value of the reference obligation. Credit default Swap transactions may involve greater risks than if a Fund had invested in the reference obligation directly.

A Fund may also purchase credit default Swap contracts in order to hedge against the risk of a credit event with respect to debt securities it holds. This would involve the risk that the credit default Swap may expire worthless and would only generate income in the event of an actual credit event by the issuer of the underlying reference obligation. It would also involve a credit risk that the seller may fail to satisfy its payment obligations to the Fund in the event of a credit event.

Selling credit default protection creates a synthetic "long" position which may replicate the terms of credit Exposure to the referenced cash-market security or index. However, there can be no assurance that the price relationship between the cash-market security or index and the credit Derivative will remain constant, and events unrelated to the underlying security or index (such as those affecting availability of borrowed money and liquidity, or the Creditworthiness of a counterparty) can cause the price relationship to change. This risk is known as "basis risk". Basis risk may cause a Fund to realise a greater loss on an investment in synthetic form than might otherwise be the case with a cash-market security. To the extent the Fund purchases credit default Swap protection to hedge risk, basis risk may cause the hedge to be less effective or ineffective.

(e) **Swap Options/Swaptions**

A swaption is a contract that gives the holder the right, but not the obligation, to enter into an interest rate swap at a preset rate within a specified period of time. In return, the purchaser pays a "premium" to the seller of the contract. The seller of the contract receives the premium and bears the risk of unfavorable changes in the preset rate on the underlying interest rate Swap.

(f) **Interest Rate Swaps**

In an interest rate Swap, the Fund and another party exchange the right to receive interest payments. For example, they might Swap the right to receive Floating Rate payments based on a reference rate for the right to receive Fixed Rate payments. An interest rate Swap enables an investor to buy or sell protection against changes in an Interest Rate. An interest rate Swap may be embedded within a structured note or other Derivative. Interest rate Swaps are subject to interest rate risk and credit risk. An interest rate Swap transaction could result in losses if the underlying asset or reference rate does not perform as anticipated. Interest rate Swaps are also subject to counterparty risk. If the counterparty fails to meet its obligations, the Fund may lose money.

(g) **Total Return Swaps**

In a total return Swap transaction, one party agrees to pay the other party an amount equal to the total return on a defined underlying asset or a non-asset reference during a specified period of time. The underlying asset might be a security or asset or basket of securities or assets or a non-asset reference such as a securities or other type of index. In return, the other party would make periodic payments based on a fixed or variable Interest Rate or on the total return from a different underlying asset or non-asset reference. Total return Swaps could result in losses if the underlying asset or reference does not perform as anticipated. Total return Swaps can have the potential for unlimited losses. They are also subject to counterparty risk. If the counterparty fails to meet its obligations, the Fund may lose money.

### **Securities Lending Risk**

In relation to securities lending transactions, investors must notably be aware that (A) in case of default of the borrower of securities lent by a Fund, if the lending agent fails to return these securities or indemnify the Fund under the agreement with the lending agent, there is a risk that the realisable value of the Collateral received may be lower than the value of the securities lent out, whether due to inaccurate pricing, adverse market movements, a deterioration in the credit rating of issuers of the Collateral, or the illiquidity of the market in which the Collateral is traded; that (B) in case of reinvestment of Cash Collateral, such reinvestment may (i) create Leverage with corresponding risks of losses and Volatility, (ii) introduce market Exposures inconsistent with the objectives of a Fund, or (iii) Yield a sum less than the amount of Collateral to be returned; and that (C) delays in the return of lent securities may restrict the ability of a Fund to meet its delivery obligations under security sales.

A Fund will have the credit risk of a counterparty to any securities lending contract. The risks associated with lending securities include the possible loss of rights against the Collateral for the securities should the borrower fail financially.

### **Repo / Reverse Repo Risk**

A repurchase agreement creates an obligation for the buyer of an asset to sell it back to the original seller at a future date (i.e. the original seller 'repurchases' the asset). A Fund may act as a buyer or seller in Repo / Reverse Repos.

Repurchase agreements carry counterparty risk, which is the risk that the other party to the transaction does not meet their obligations. This may result in losses to a Fund.

### **Collateral Risk**

Although Collateral may be taken to mitigate the risk of a counterparty default, there is a risk that the Collateral taken, especially where it is in the form of securities, when realised will not raise sufficient cash to settle the counterparty's liability. This may be due to factors including inaccurate pricing of collateral, adverse market movements in the value of collateral, a deterioration in the credit rating of the issuer of the collateral, or the illiquidity of the market in which the collateral is traded. Please also refer to "*Liquidity Risks*" above in respect of liquidity risk which may be particularly relevant where collateral takes the form of securities.

Where a Fund is in turn required to post Collateral with a counterparty, there is a risk that the value of the Collateral

the Fund places with the counterparty is higher than the cash or investments received by the Fund.

In either case, where there are delays or difficulties in recovering assets or cash, collateral posted with counterparties, or realising Collateral received from counterparties, the Funds may encounter difficulties in meeting redemption or purchase requests or in meeting delivery or purchase obligations under other contracts.

As a Fund may reinvest Cash Collateral it receives under Repo / Reverse Repos and securities lending agreements, there is a risk that the value on return of the reinvested Cash Collateral may not be sufficient to cover the amount required to be repaid to the counterparty. In this circumstance the Fund would be required to cover the shortfall.

As Collateral will take the form of Cash or certain financial instruments, the market risk is relevant.

### **Custodial Risk**

The Funds may invest in markets where custodial and/or settlement systems are not fully developed, including in Emerging Market countries. The assets of the Funds which are traded in such markets may be entrusted to sub-custodians in circumstances where the use of such sub-custodian is necessary, and as such may be exposed to additional risk.

### **Legal Risk – OTC Derivatives, Reverse Repurchase Transactions, Securities Lending and Re-used Collateral**

Certain transactions are entered into on the basis of complex legal documents. Such documents may be difficult to enforce or may be the subject of a dispute as to interpretation in certain circumstances. Whilst the rights and obligations of the parties to a legal document may be governed by English law, in certain circumstances (for example insolvency proceedings) other legal systems may take priority which may affect the enforceability of existing transactions.

Furthermore, certain transactions are entered into on the basis of complex legal documents. Such documents may be difficult to enforce or may be the subject of a dispute as to interpretation in certain circumstances. Whilst the rights and obligations of the parties to a legal document may be governed by the agreed governing law of the documents, in certain circumstances (for example insolvency proceedings) legal systems other than the governing law of the document may take priority which may affect the enforceability of existing transactions.

### **Emerging Markets Risk**

Emerging Markets are less established, and more volatile, than developed markets. They involve higher risks, particularly market, credit, illiquid security, and currency risks, and are more likely to experience risks that in developed markets are associated with unusual market conditions.

Reasons for this higher level of risk include:

- political, economic, or social instability;
- economies that are heavily reliant on particular industries, commodities, or trading partners;
- high or capricious tariffs or other forms of protectionism;
- quotas, regulations, laws, or practices that place outside investors (such as the fund) at a disadvantage;
- failure to enforce laws or regulations, to provide fair or functioning mechanisms for resolving disputes or pursuing recourse, or to otherwise recognise the rights of investors as understood in developed markets;
- significant government control of businesses or intervention in markets;
- excessive fees, trading costs, taxation, or outright seizure of assets;
- inadequate reserves to cover issuer or counterparty defaults;
- incomplete, misleading, or inaccurate information about securities and their issuers;
- lack of uniform accounting, auditing and financial reporting standards;
- manipulation of market prices by large investors;
- arbitrary delays and market closures;

- market infrastructure that is unable to handle peak trading volumes;
- settlement procedures may be less developed and still be in physical as well as in dematerialised form and as a result Investments may carry risks associated with failed or delayed settlement; and
- fraud, corruption and error.

In certain countries, securities markets may also suffer from impaired efficiency and Liquidity, which may worsen price volatility and market disruptions.

To the extent that Emerging Markets are in different time zones from Ireland a Fund might not be able to react in a timely fashion to price movements that occur during hours when the fund is not open for business.

For purposes of risk, the category of Emerging Markets includes markets that are less developed, such as most countries in Asia, Africa, South America and Eastern Europe, as well as countries such as China, Russia and India that have successful economies but may not offer the highest levels of investor protection.

### **Equity Risk**

Equities can lose value rapidly, and typically involve higher (often significantly higher) market risks than Bonds or Money-Market Instruments. If a company goes through bankruptcy or a similar financial restructuring, its equities may lose most or all of their value.

### **ESG Investment Risk**

Applying ESG and sustainability criteria in the investment process will result in the exclusion of securities in which the fund might otherwise invest. Such securities could be part of the benchmark against which the Fund is managed, or be within the universe of potential investments. This may have a positive or negative impact on performance and may mean that a Fund's performance profile differs to that of Funds which are managed against the same benchmark or invest in a similar universe of potential investments but without applying ESG or sustainability criteria. Furthermore, the lack of common or harmonised definitions and labels regarding ESG and sustainability criteria may result in different approaches by managers when setting ESG objectives. This means that it may be difficult to compare funds with ostensibly similar objectives and that these funds will employ different security selection and exclusion criteria. Consequently, the performance profile of otherwise similar funds may deviate more substantially than might otherwise be expected. Additionally, in the absence of common or harmonised definitions and labels, a degree of subjectivity is required and this will mean that a fund may invest in a security that another manager or an investor would not.

### **Interest Rate Risk**

When Interest Rates rise, *bond* values generally fall. This risk is generally greater the longer the Duration of a Bond investment is.

### **Money Market Risk**

The Fund price is not guaranteed. An event such as default by a bank with which a Fund has deposited money would cause the relevant Fund price to fall. A fall may also occur if Interest Rates fall so low as to be less than the charges applied to the Fund.

### **Real Estate Investment Trust Risk**

Real estate and related investments can be hurt by any factor that makes an area or individual property less valuable.

Specifically, investments in real estate holdings or related businesses or securities (including interests in mortgages) can be hurt by natural disasters, economic declines, overbuilding, zoning changes, tax increases, population or lifestyle trends, environmental contamination, defaults on mortgages, failures of management, and other factors that may affect

the market value or cash flow of the investment.

Many issuers of real estate related securities are highly leveraged, which can make their securities more volatile. The value of real estate-related securities does not necessarily track the value of the underlying assets.

### **Small and Mid-Cap Stock Risk**

Stocks of small and mid-size companies can be more volatile than stocks of larger companies, and less Liquid.

Small and mid-size companies often have fewer financial resources, shorter operating histories, and less diverse business lines, and as a result can be at greater risk of long-term or permanent business setbacks. Initial public offerings (IPOs) can be highly volatile, giving them disproportionate impact on a Fund's Share price, and can be hard to evaluate because of a lack of trading history and relative lack of public information.

In addition, by virtue of their size and often concentrated investor base, the shares of small and mid-size companies may be less liquid than larger companies. This means that buying and selling shares may be constrained either by volume, price or both and consequently investors in Funds which hold small and mid-sized companies may not be able to withdraw their money when they want to, particularly when markets are stressed because of economic or political events.

### **China A / Stock Connect Risk**

Investing in China A shares involves special considerations and risks, including without limitation greater price volatility, less developed regulatory and legal framework, economic, social and political instability of the stock market in the People's Republic of China ("PRC").

There are restrictions on the amount of China A shares which a single foreign investor is permitted to hold and restrictions on the combined holdings of all foreign investors in a single company's China A shares. Where those limits are reached, no further purchase of those shares will be permitted until the holding is reduced below the threshold and if the thresholds are exceeded, the relevant issuer of the China A shares may sell those shares to ensure compliance with Chinese law which may mean that the relevant China A shares are sold at a loss.

China A shares are denominated in Renminbi ("RMB") and as RMB is not the base currency of the Funds the ICAV may have to convert payments from RMB into the Base Currency of the relevant Fund when realising China A shares and convert the Base Currency into RMB when purchasing shares. The exchange rate for RMB may be affected by, amongst other things, any exchange control restrictions imposed by the government in the PRC which may adversely affect the market value of the Funds.

Trading China A Shares through the Hong Kong – China Stock Connect platform will be primarily traded in the offshore RMB currency, as RMB is the domestic Chinese currency and cannot be traded outside of China.

China A shares held through the Hong Kong – China Stock Connect platform are held by third party securities settlement systems in Hong Kong (Hong Kong Securities Clearing Company ("HKSCC")) and the PRC ("ChinaClear") where they are mixed with other investors' assets and may be subject to lower safekeeping, segregation and record keeping requirements than investments held in the European Union.

It is considered unlikely that ChinaClear will become insolvent but, if it does so, HKSCC is likely to seek to recover any outstanding China A shares from ChinaClear through available legal channels but it is not obligated to do so. If HKSCC does not enforce claims against ChinaClear these funds may not be able to recover their China A shares.

Investors should note "Taxation of Chinese Equities section under "Taxation".

### *Stock Connect Risk*

Stock Connect is now an established scheme, however its rules may change at any time in a manner which may adversely impact a Fund. Stock Connect will only operate when banks in Hong Kong and the PRC are both open.

The ability of a Fund to invest through Stock Connect is subject to the performance by HKSCC of its obligations and any failure or delay by HKSCC may result in the failure of settlement, or loss of China A shares. It is not possible to buy and sell shares on the same day on Stock Connect.

Not all China A shares are eligible for trading through Stock Connect and if a China A share ceases to be eligible, further purchases of such shares will not be permitted, although a Fund will always be able to sell such shares. Stock Connect is currently subject to both daily and aggregate trading caps which if exceeded will lead to suspension of trading for that day or other relevant period which may mean that an order to purchase China A shares cannot be processed. Under the Stock Connect rules a Fund will always be able to sell China A shares regardless of whether the daily or aggregate quota has been exceeded. The daily or aggregate quotas can be changed from time to time without prior notice.

China A shares traded through Stock Connect are uncertificated and are held in the name of HKSCC or its nominee. PRC law may not recognise the beneficial ownership of the China A shares by a Fund and, in the event of a default of ChinaClear, it may not be possible for the China A shares held by a Fund to be recovered.

Transactions in Stock Connect will not be covered by the Investor Compensation Scheme in Hong Kong nor the equivalent scheme in the PRC.

### **Tracking Error**

A Fund may not perform fully in line with the index which it is tracking because of factors which may include transaction costs, timing and holding mismatching, or in the event of extreme market disruption.

### **Variable Interest Entity Risk**

Variable Interest Entity ("VIE") structures may be adversely affected by changes in the legal and regulatory framework. VIE structures are used due to Chinese government prohibitions on foreign ownership of companies in certain industries and it is not clear that the contracts are enforceable or that the structures will otherwise work as intended.

Further, if the Chinese government determines that the agreements establishing the VIE structure do not comply with Chinese law and regulations, including those related to prohibitions on foreign ownership, the Chinese government could subject the Chinese company to penalties, revocation of business and operating licenses or forfeiture of ownership interests. The offshore entity's control over the Chinese company may also be jeopardised if certain legal formalities are not observed in connection with the agreements, if the agreements are breached or if the agreements are otherwise determined not to be enforceable. This may result in losses, or force a Fund to sell the VIE which could have a negative impact on a Fund's performance.

It should be noted, while recognising the aforementioned risks, listed companies with VIE structures are classified as transferrable securities in accordance with the UCITS Regulations. An investment in a VIE structure constitutes an investment in a company which indirectly maintains certain contractual arrangements with an underlying China based operating company and does not constitute a direct investment in the underlying China based operating company. Investment in VIE structures does not provide ownership or voting rights in the underlying company. Future actions by the government of China could significantly affect a China-based operating company's financial performance.

### **P-Notes Risk**

To the extent disclosed in a Relevant Supplement, a Fund may invest in P-Notes where it is more efficient or cost-effective than direct investment in markets such as Asia or the Middle East.

- as the use of P-Notes is uncollateralised, a Fund will be subject to full counterparty risk via the P-Note issuer and in the event of a default by the P-Note issuer, a Fund may suffer losses up to the full value of the relevant P-Note;
- the costs of investing through P-Notes may be higher than investing (whether directly or through nominees) in the underlying securities due to a Fund having to bear the additional costs of a P-Note issuer and this could

have a material adverse effect on a Fund's returns compared to if the Fund had invested (whether directly or through nominees) in the underlying securities;

- a Fund, being a client of such P-Note issuer, will only be able to realise its investment through the P-Note issuer and such arrangement may have a negative impact on the liquidity of the P-Notes which does not correlate to the liquidity of the underlying security. Consequently a Fund may in certain circumstances find it more difficult to realise an investment made through a P-Note than it would to realise an investment held directly in the associated security directly;
- the regulatory requirements governing the P-Notes may change, restricting or prohibiting a Fund from holding such P-Notes; and
- P-Notes may embed leverage.

#### **LIMITS OF RISK DISCLOSURE**

**The above outline of risk factors associated with the Funds and the Shares does not purport to be a complete explanation of the risks involved in an investment in the Funds. Prospective investors should read this entire Prospectus and the Relevant Supplement and consult with their own advisers before deciding whether to invest in a Fund. An investment in a Fund should only be made by investors who understand the nature of and can bear the economic risks associated with the investment.**

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## CONFLICTS OF INTEREST

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The Depositary, the Manager, the Investment Manager and the Administrator or their delegates or affiliates may from time to time act as manager, registrar, administrator, transfer agent, trustee, depositary, investment manager or advisor or distributor in relation to, or be otherwise involved in, other funds or collective investment schemes which have similar investment objectives to those of the ICAV or any Fund. Therefore, it is possible that in the due course of their business, any of them may have potential conflicts of interests with the ICAV or any Fund. Each will at all times have regard in such event to its obligations under the Instrument of Incorporation and / or any agreements to which it is party or by which it is bound in relation to the ICAV or any Fund and, in particular, but without limitation to its obligations to act in the best interests of the Shareholders when undertaking any investments where conflicts of interest may arise, and they will each respectively endeavour to ensure that such conflicts are resolved fairly and, in particular, the Manager and / or the Investment Manager (if any) has agreed to act in a manner which it in good faith considers fair and equitable in allocating investment opportunities to the ICAV or the Funds as appropriate.

The Instrument of Incorporation provides that the estimate of a competent person may be accepted when determining the probable realisation value of unlisted securities or of securities listed or traded on a Recognised Market where the market price is unrepresentative or unavailable. Thus, an estimate provided by the Manager or the Investment Manager (if any) for these purposes may be accepted and investors should be aware that in these circumstances a possible conflict of interest may arise as the higher the estimated probable realisation value of the security, the higher the fees payable to the Manager and / or any Investment Manager (as relevant).

There is no prohibition on dealing in the assets of a Fund by entities related to the Depositary, the Manager, the Investment Manager or the Administrator. However, any such transactions must be negotiated at arm's length and in the best interests of Shareholders. Transactions will be deemed to have been effected on normal commercial terms negotiated at arm's length if: (a) a certified valuation of the transaction by a person approved by the Depositary (or, in the case of a transaction involving the Depositary, the Directors) as independent and competent is obtained; (b) execution of the transaction is on best terms on organised investment exchanges in accordance with the rules of the exchange; or (c) where (a) and (b) are not practical, the transaction is executed on terms which the Depositary is satisfied (or, in the case of a transaction involving the Depositary, on terms which the Directors are satisfied) conform to the principle of execution on normal commercial terms negotiated at arm's length and in the best interest of Shareholders. Where transactions are conducted in accordance with (c), the Depositary (or the Directors in the case of a transaction involving the Depositary or an affiliate of the Depositary) shall document its rationale for being satisfied that the transaction conformed to the principles outlined in this paragraph.

Conflicts of interest may also arise out of, among other circumstances, (a) the Manager's and the Investment Manager's side-by-side management of (i) accounts with asset-based fees and accounts with performance-based fees, (ii) accounts for affiliated clients and accounts for non-affiliates, (iii) larger accounts and smaller accounts, and (b) the investment by a Manager or any Investment Manager, whether for affiliated or non-affiliated accounts, in classes or types of securities, or at levels in the capital structure, of an issuer, that are different from the classes or types of securities, or level in the capital structure, in which they have invested on behalf of a Fund. The Manager and the Investment Manager may also have financial interests or relationships with issuers in whose securities they invest in for client accounts, including the Funds.

The conflicts of interest described above could create incentives to favour one or more clients over others in the allocation of investment opportunities, time, aggregation and timing of investments. The Manager and the Investment Manager has developed policies and procedures that seek to address, mitigate and assess these and other conflicts of interest. It cannot be guaranteed, however, that these policies and procedures will detect and prevent, or lead to the disclosure of, each and every situation in which a conflict may arise. The Manager or any Investment Manager will use its reasonable endeavours to ensure that the performance of its respective duties will not be impaired by any such involvement they may have and that any conflicts which may arise will be resolved fairly and equitably.

The relationship between the Manager and the ICAV is as described in the Management Agreement. Neither that relationship, nor the services the Manager provides nor any other matter, will give rise to any fiduciary or equitable duties on the Manager's part or on the part of the Manager's affiliates which would prevent or hinder the Manager, or any of their affiliates in doing business under those agreements, acting as both market maker and broker, principal



and agent or in doing business with or for affiliates, connected customers or other customers or investors and generally acting as provided in the agreements.

In providing services to the ICAV, neither the Manager, any Investment Manager, nor their affiliates shall be obliged to disclose to the ICAV or take into consideration any information, fact, matter or thing if:

- a) such information is held solely on the other side of a Chinese wall from the individual making the decision or taking the step in question; and
- b) disclosure or use of such information would breach a duty or confidence to any other person or result in a breach of the law; and
- c) such information has not come to the actual notice of the individual making the decision or taking the step in question (whether or not such information comes to the notice of any officer, director, member, employee or agent of the Manager's or any affiliate).

No further disclosure to, or consent from, the ICAV is required in relation to or as a result of any matter referred to above.

A director of the ICAV or the Manager and / or any Investment Manager may be a party to, or otherwise interested in, any transaction or arrangement in which the ICAV is interested. At the date of this Prospectus other than as disclosed under "Management and Administration – The Board of Directors," no director of the ICAV has any interest, beneficial or non-beneficial, in the ICAV or any material interest in any agreement or arrangement relating to the ICAV. The Directors shall endeavour to ensure that any conflict of interest is resolved fairly.

In placing orders with brokers and dealers to make purchases and sales for the Fund, the Manager or the Investment Manager will seek to obtain best execution for the Fund. In determining what constitutes best execution, the Manager or the Investment Manager may consider factors it deems relevant, including, but not limited to, the ability to match up natural order flow; the ability to control anonymity, timing or price limits; the quality of the back office; commission rates; use of automation; and / or the ability to provide information relating to the particular transaction or security. Information and research services furnished by brokers or dealers through which or with which a Fund effects securities transactions may be used by the Manager or the Investment Manager in advising other funds or accounts and, conversely, information and research services furnished to the Manager or the Investment Manager by brokers or dealers in connection with other funds or accounts that it advises may be used in advising a Fund. The Manager or the Investment Manager may cause the Fund to pay a brokerage commission that is higher than may be charged by another member of an exchange, broker, or dealer, if it determines in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such member, broker, or dealer, viewed in terms of either that particular transaction or its overall responsibilities with respect to the Fund and / or other accounts over which the Manager or the Investment Manager or their affiliates exercise investment discretion. The benefits provided under any soft commission arrangements must assist in the provision of investment services to the ICAV or a Fund. Any soft commission arrangements will be disclosed in the periodic reports of the relevant Fund.

The Manager and / or the Investment Manager and their affiliates may invest in Shares so that a Fund or class may have a viable minimum size or is able to operate more efficiently. In such circumstances the Manager and/ or the Investment Manager and their affiliates may hold a high proportion of the Shares and voting rights of a Fund or class in issue. The Manager and / or the Investment Manager and its affiliates are under no obligation to make or maintain their investments and may reduce or dispose of any of these in the Fund or Share Class at any time.

#### *Manager's Conflict of Interest Policy*

The Manager has in place arrangements to manage conflicts of interest between itself and its clients and between different clients. The Manager will operate in accordance with a conflicts of interest policy. Where the Manager does not consider that the arrangements under its conflicts of interest policy are sufficient to manage a particular conflict, it will inform the ICAV of the nature of the conflict so that it can decide how to proceed.

Any conflicts that may affect the ICAV will be resolved fairly.

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## **BORROWING POLICY**

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Under the Instrument of Incorporation, the Manager is empowered to exercise all of the borrowing powers of the ICAV, subject to any limitations under the UCITS Regulations, and to charge the assets of the ICAV as security for any such borrowings.

Under the UCITS Regulations, a Fund may not grant loans or act as guarantor on behalf of third parties, borrow money except for temporary borrowings in an amount not exceeding 10% of its net assets and except as otherwise permitted under the UCITS Regulations. A Fund may acquire foreign currency by means of a back-to-back loan agreement. Foreign currency obtained in this manner is not classed as borrowings for the purposes of the borrowing restrictions under Regulation 103 of the UCITS Regulations provided that the offsetting deposit (i) is denominated in the Base Currency of a Fund and (ii) equals or exceeds the value of the foreign currency loan outstanding. Currency risks may arise where the offsetting balance is not maintained in the Base Currency of a Fund. Please refer to the Currency Risks section above in this regard.

Subject to the provisions of the UCITS Regulations and the Central Bank UCITS Regulations, the ICAV may, from time to time, where collateral is required to be provided by a Fund to a relevant counterparty in respect of Derivatives transactions, pledge investments of the relevant Fund equal in value to the relevant amount of required collateral, to the relevant Derivative counterparty.

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## FEES AND EXPENSES

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Unless otherwise disclosed in the Relevant Supplement, all of the fees and expenses payable in respect of a Fund are paid as one single fee. This is referred to as the total expense ratio or “TER”. After deduction and payment of Directors’ fees and expenses, which are included in the TER, the balance of the TER is paid to the Investment Manager and the Investment Manager will then facilitate payment of all operational expenses of the ICAV on behalf of the ICAV. Save where another party has agreed to reimburse the ICAV, this includes but is not limited to fees and expenses of the Manager, Investment Manager, Depositary, Administrator, Registrar and Transfer Agent and Secretary and the payment of the following fees and expenses:

- the cost of listing and maintaining a listing of Shares on any Listing Stock Exchange;
- the cost of convening and holding Directors’ and Shareholders’ meetings;
- professional fees and expenses for legal and other consulting services;
- the costs and expenses of preparing, printing, publishing and distributing prospectuses, supplements, annual and semi-annual reports and other documents to current and prospective investors;
- the costs and expenses arising from any licensing or other fees payable to any Index Provider or other licensor of intellectual property, trademarks or service marks used by a Fund;
- the costs and expenses of any investment adviser appointed by the Manager;
- the costs and expenses of any paying agent appointment by the ICAV;
- all establishment costs of the ICAV and the Funds not otherwise referred to above; and
- such other costs and expenses (excluding non-recurring and extraordinary costs and expenses) as may arise from time to time and which have been approved by the Directors as necessary or appropriate for the continued operation of the ICAV or of any Fund.

The TER does not include extraordinary costs and certain ongoing costs and expenses (including but not limited to cost of buying and selling assets, withholding tax, stamp duty or other taxes on the investments of a Fund, commissions and brokerage fees incurred with respect to the Fund’s investments, interest on borrowings, all bank charges including those incurred in negotiating, effecting or varying the terms of any borrowings, commissions and expenses incurred in relation to banking, any commissions charged by intermediaries in relation to an investment in the Fund, all other taxes, duties, governmental and similar charges and such proportion of the out-of-pocket expenses incurred by any service providers (other than the Investment Manager (if any), the Distributor the Administrator, the Register and Transfer Agent and Depositary) on behalf of the ICAV and such extraordinary or exceptional costs and expenses (if any) as may arise from time to time, such as material litigation in relation to the ICAV as may be determined by the Directors in their discretion, all of which will be paid separately out of the assets of the relevant Fund).

The TER is calculated and accrued daily from the Net Asset Value of each Fund and payable monthly in arrears. The TER of each Fund is as listed in the Relevant Supplement. If a Fund’s expenses exceed the TER outlined above in relation to operating the funds, the Investment Manager will cover any shortfall from its own assets. The fees and expenses of a Fund shall not be less than the applicable TER.

### *Investment in other Collective Investment Schemes*

Subject to the investment restrictions described in this Prospectus or a Relevant Supplement, Funds may invest in other UCITS eligible collective investment schemes, including exchange traded funds and money market funds (the “**Underlying Funds**”). Underlying Funds will be subject to certain fees and other expenses, which will be reflected in their net asset value and as a result, indirectly in the Net Asset Value of the Fund (and such fees and other expenses of Underlying Funds are not included in the TER of the Fund).

However where a Fund invests in Underlying Funds managed by the Manager or the Investment Manager or other Funds, no double-charging of initial charge, conversion or redemption charges or annual management and advisory fees will occur. The avoidance of a double-charge of the TER on such assets is achieved by either: a) excluding the assets from the net assets on which the TER are calculated; or b) investing in Underlying Funds via share classes that do not accrue a TER or other equivalent fees payable to the relevant adviser's group; or c) the TER being netted off by a rebate to the ICAV or Fund of the annual management fee (or equivalent) charged to the Underlying Funds; or d) charging only the difference between the TER of the ICAV or Fund and the annual management fee (or equivalent) charged to the Underlying Funds. If the Underlying Fund combines management and other fees and charges in a single TER, such as in exchange traded funds, the whole TER will be waived.

Subscription, redemption and conversion charges of other UCITS eligible collective investment schemes, including ETFs, managed by the Manager or the Investment Manager into which a Fund may invest will be waived.

Underlying Funds in which the Funds may invest, including ETFs and those managed by the Manager, the Investment Manager or affiliates of either, may charge performance fees. Such performance fees will be reflected in the Net Asset Value of the relevant Fund.

#### *Initial Charges*

An up-front Sales Charge of up to 5% of subscription monies may be charged to applicants for Shares in any Fund and, if charged, shall be deducted out of the gross subscription monies. If charged, the ICAV may pay the up-front Sales Charge to any distributor or any sub-distributor appointed for the purpose of distributing Shares. Investors should refer to the Relevant Supplement for further information as to whether it is intended to charge a Sales Charge in respect of subscriptions for Shares in a Fund in which they intend to invest.

#### *Redemption Charges*

The Instrument of Incorporation entitles the ICAV to charge redeeming Shareholders in any Fund a Redemption Charge of up to 3% of the relevant redemption proceeds. If charged, the ICAV may pay the redemption charge to any distributor or any sub-distributor appointed for the purpose of distributing Shares. Investors should refer to the Relevant Supplement for further information as to whether it is intended to charge a Redemption Charge in respect of redemptions of Shares in a Fund in which they intend to invest or in which they have invested.

#### *Duties and Charges*

In calculating the Net Asset Value per Share in connection with any subscription application or redemption request, the ICAV may on any Valuation Day when there are net subscriptions or redemptions adjust the Net Asset Value per Share by adding or deducting Duties and Charges to cover dealing costs and to act as an anti-dilution levy to preserve the value of the underlying assets of the Fund. The Directors will approve the application of such anti-dilution levy only in circumstances where it is deemed appropriate and will at all times take account of the best interests of Shareholders in deciding whether to apply any such anti-dilution levy. Any such Duties and Charges will account for actual expenditure on the purchase or disposal of investments, including the entering into or terminating (whether partial or otherwise) Derivatives. The Directors reserve the right to waive such charge at any time.

The Manager and / or any Investment Manager will at all times have regard to its obligations to the ICAV and/or to any agreements to which it is party or by which it is bound in relation to a Fund and, in particular, but without limitation to its obligations to act in the best interests of the Shareholders when undertaking any investments where conflicts of interest may arise and will endeavour to ensure that such conflicts are resolved fairly and, in particular, the Manager and the Investment Manager (if any) has agreed to act in a manner which it in good faith considers fair and equitable in allocating investment opportunities to the relevant Fund.

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## ADMINISTRATION OF THE ICAV

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Unless otherwise specified in a Relevant Supplement applicable to a particular Fund, the provisions in relation to the calculation of the Net Asset Value will apply to all Funds as set out below.

### *Determination of Net Asset Value*

The Administrator will determine the Net Asset Value of the ICAV, the Net Asset Value of a Fund and the Net Asset Value per Share of each Class of Shares, as appropriate, to the nearest four decimal places (or to such other number of decimal places as the Manager may determine from time to time in relation to a Fund), at each Valuation Point and in accordance with the Instrument of Incorporation and this Prospectus. All approvals given or decisions made by the Depositary in relation to the calculation of the Net Asset Value of the ICAV, the Net Asset Value of a Fund or the Net Asset Value per Class of Shares will be given or made, as the case may be, following consultation with the Manager and any Investment Manager.

Where there is no more than one Class of Shares of a Fund, the NAV per Share of a Fund will be calculated by dividing the assets of the relevant Fund less its liabilities (including tax liabilities on capital gains on disposition of securities and reserve for taxes on unrealised capital gains) by the number of Shares in issue in a Fund. Shares of different Funds are expected to perform differently and each Fund will bear its own fees and expenses to the extent specifically attributable to that Fund. Any liabilities of the ICAV that are not attributable to any Fund may be allocated amongst the Funds based on their respective NAV or on any other reasonable basis approved by the Manager, following consultation with the Depositary having taken into account the nature of the liabilities.

### *Net Asset Value per Share of a Class*

Where a Fund issues multiple Classes of Shares, the NAV of each Class of Shares will be determined by calculating the amount of the NAV of a Fund attributable to each Class. The amount of the NAV of a Fund attributable to a Class will be determined by establishing the number of Shares in issue in the Class, by allocating relevant Class Expenses, management fee and investment management fees to the Class and making appropriate adjustments to take account of distributions paid out of a Fund, if applicable, and apportioning the NAV of a Fund accordingly. Currency related transactions may be utilised for the benefit of a particular Class of Shares, a Hedged Class, and, in such circumstances, their cost and related liabilities and/or benefits will be for the account of that Class only. Accordingly, such costs and related liabilities (including tax liabilities on capital gains on disposition of securities and reserve for taxes on unrealised capital gains) and/or benefits will be reflected in the NAV per Share for Shares of any such Class. Where there is more than one Class in a Fund denominated in the same currency (which is a currency other than the Base Currency), the Manager and the Investment Manager (if any) may aggregate any currency related transactions entered into on behalf of such Classes and apportion the gains/losses on and the costs of the relevant financial instruments pro rata to each such Class in the Fund. The Currency Exposures of the assets of a Fund will not be allocated to separate Classes.

The NAV per Share of a Class will be calculated by dividing the NAV of the Class by the number of shares in issue in that Class. Class Expenses, management fees or investment management fees or charges not attributable to a particular Class may be allocated amongst the Classes based on their respective NAV or any other reasonable basis approved by the Manager following consultation with the Depositary and having taken into account the nature of the fees and charges. Where Classes of Shares are issued which are priced in a currency other than the Base Currency, currency conversion costs will be incurred on subscriptions and redemptions.

### *Valuation of the assets*

Each asset which is quoted, listed or traded on or under the rules of any Recognised Market shall be valued at the last traded price on the relevant Recognised Market at the Valuation Point on each Dealing Day or in the case of fixed income instruments, be valued at the closing mid-market price on the relevant Recognised Market at the Valuation Point on each Dealing Day. Prices will be obtained for this purpose by the Administrator from independent sources, such as recognised pricing services or brokers specialising in the relevant markets, which in the opinion of the Administrator represent objective and accurate sources of information. If the investment is normally quoted, listed or

traded on or under the rules of more than one Recognised Market, the relevant Recognised Market shall be that which the Manager determines provides the fairest criterion of value for the investment. If prices for an investment quoted, listed or traded on the relevant Recognised Market are not available at the relevant time, or are unrepresentative in the opinion of the Manager or its delegates, such investment shall be valued at such value as shall be estimated with care and in good faith as the probable realisation value of the investment by a competent professional person, firm or corporation appointed for such purpose by the Manager, the Investment Manager, or a Sub-Investment Manager and approved for the purpose by the Depositary. If the investment is quoted, listed or traded on a Recognised Market but acquired or traded at a premium or discount outside of or off the Recognised Market, the investment shall be valued taking into account the level of premium or discount as of the date of valuation of the instrument and the Depositary will ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security. Neither the Manager or its delegates nor the Depositary shall be under any liability if a price reasonably believed by them to be the last traded price or the closing mid-market price, may be found not to be such.

The value of any investment which is not normally quoted, listed or traded on or under the rules of a Recognised Market, will be valued at its probable realisation value estimated with care and in good faith by the Manager or its delegate (who shall be approved for the purpose by the Depositary) in consultation with the Administrator or by a competent person, firm or corporation appointed by the Manager and approved for such purpose by the Depositary. Cash deposits and similar investments shall be valued at their face value together with accrued interest unless in the opinion of the Manager (in consultation with the Administrator and the Depositary) any adjustment should be made to reflect the fair value thereof in light of currency, marketability, dealing costs and/or such other considerations which are deemed relevant.

Derivatives including but not limited to exchange traded Swaps, interest rate Futures contracts and other financial Futures and Options contracts which are traded on a Recognised Market shall be valued at the settlement price as determined by the relevant Recognised Market at the close of business on such Recognised Market, provided that where it is not the practice of the relevant Recognised Market to quote a settlement price, or if a settlement price is not available for any reason, such instruments shall be valued at their probable realisation value estimated with care and in good faith by the Manager or a competent person appointed by the Manager and approved for the purpose by the Depositary, which approval shall not be unreasonably withheld or delayed.

OTC Derivatives will be valued either using the counterparty's valuation or an alternative valuation, including valuation by the Manager or by an independent pricing vendor appointed by the Manager and approved for this purpose by the Depositary, which approval shall not be unreasonably withheld or delayed. OTC Derivatives shall be valued at least daily. If using the counterparty's valuation, such valuation must be approved or verified by a party independent of the counterparty (which may include the ICAV) and approved by the Depositary, which approval shall not be unreasonably withheld or delayed, on a weekly basis. If using an alternative valuation, the ICAV will follow international best practice and adhere to the principles on valuation of OTC Derivatives established by bodies such as IOSCO and AIMA. In the event that the ICAV opts to use an alternative valuation, the ICAV will use a competent person appointed by the Manager, approved for this purpose by the Depositary, which approval shall not be unreasonably withheld or delayed, or will use a valuation by any other means provided that the value is approved by the Depositary and that the rationale / methodologies used shall be clearly documented. All alternative valuations will be reconciled with the counterparty's valuation on at least a monthly basis. Any significant differences to the counterparty valuation will be promptly investigated and explained.

Forward foreign exchange and interest rate Swap contracts may be valued by reference to freely available market quotations or, if such quotations are not available, in accordance with the provisions in respect of OTC Derivatives.

Certificates of deposit shall be valued by reference to the latest available sale price for certificates of deposit of like maturity, amount and credit risk on each Dealing Day or, if such price is not available, at the latest bid price or, if such price is not available or is unrepresentative of the value of such certificate of deposit in the opinion of the Manager, at probable realisation value estimated with care and in good faith by a competent person approved for the purpose by the Depositary.

Treasury bills and bills of exchange shall be valued with reference to prices ruling in the relevant markets for such instruments of like maturity, amount and credit risk at close of business on such markets on the relevant Dealing Day.

If such price is not available, such value shall be the probable realisation value estimated with care and in good faith by the Administrator approved for such purpose by the Depositary.

Units or shares in collective investment schemes shall be valued on the basis of the latest available net asset value per unit as published by the collective investment scheme. If such prices are unavailable, the units will be valued at their probable realisation value estimated with care and in good faith by the Manager (who shall be approved for the purpose by the Depositary) in consultation with the Administrator or by a competent person, firm or corporation appointed for such purpose by the Administrator and approved for such purpose by the Manager and the Depositary. Notwithstanding the above provisions the Manager may, with the approval of the Depositary (a) adjust the valuation of any listed investment; or (b) in relation to a specific asset permit some other method of valuation approved by the Depositary to be used if, having regard to currency, applicable rate of interest, maturity, marketability and/or such other considerations as they deem relevant, they consider that such adjustment or alternative method of valuation is required to reflect more fairly the value thereof.

In determining a Fund's Net Asset Value per Share, all assets and liabilities initially expressed in foreign currencies will be converted into the base currency of the relevant Fund using the market rates prevailing at the Valuation Point. If such quotations are not available, the rate of exchange will be determined in accordance with policies established in good faith by the Manager.

In determining the value of the assets there shall be added to the assets any interest or dividends accrued but not received and any amounts available for distribution but in respect of which no distribution has been made and there shall be deducted from the assets all liabilities accrued.

The Manager and/or the Investment Manager (if any) may, and may be required under certain circumstances to, engage one or more third parties to value assets of the ICAV. Any such third party engaged by the Manager and/or the Investment Manager (if any) will value such assets in the manner otherwise described above in this "Determination of Net Asset Value" section.

### **Indicative Net Asset Value**

The indicative net asset value (INAV) is an estimation of the Net Asset Value per Share of a Fund which is calculated on a continuous basis during trading hours. The values are intended to provide investors and market participants a continuous indication of a Fund's value.

The responsibility for the calculation and publication of the INAV of a Fund has been delegated by the Manager. INAVs are disseminated via a data feed and are displayed on major market data vendor terminals as well as on a wide range of websites that display stock market data, including Bloomberg and Reuters.

An INAV is not, and should not be taken to be or relied on as being, the value of a Share or the price at which Shares may be subscribed for or redeemed or purchased or sold on any Listing Stock Exchange. In particular, any INAV provided for a Fund where the constituents of the Index or other investments are not actively traded during the time of publication of such INAV may not reflect the true value of a Share, may be misleading and should not be relied on. The inability of the Manager or its designee to provide an INAV, on a continuous basis, or for any period of time, (should certain circumstances occur, for example, a natural disaster or a critical systems failure) will not in itself result in a halt in the trading of the Shares on a relevant Listing Stock Exchange, which will be determined by the rules of the relevant Listing Stock Exchange in the circumstances. Investors should be aware that the calculation and reporting of any INAV may reflect time delays in the receipt of the prices of the relevant constituent securities in comparison to other calculated values based upon the same constituent securities including, for example, the Index or other investments. Investors interested in dealing in Shares on a Listing Stock Exchange should not rely solely on any INAV which is made available in making investment decisions, but should also consider other market information and relevant economic and other factors (including, where relevant, information regarding the Index or other investments, the relevant constituent securities and financial instruments based on the Index or other investments corresponding to a Fund). None of the ICAV, the Directors, the Manager or its designee, the Depositary, the Administrator, any Authorised Participant and the other service providers shall be liable to any person who relies on the INAV.

## Availability of the Net Asset Value per Share

Except where the determination of the NAV per Share of a Fund has been suspended, in the circumstances described below, the NAV per Share of each Class of Shares will be available at the registered office of the Administrator and will be published in respect of each Valuation Day upon calculation on the Website. Such information will relate to the latest available NAV per Share which is usually for the previous Valuation Day and is made available for information purposes only. It is not an invitation to subscribe for or redeem Shares at that NAV per Share. The up-to-date Net Asset Value will be available on the Website .

## Temporary Suspension of Dealings

The Manager may at any time, in consultation with the Depositary, temporarily suspend the issue, valuation, sale, purchase and/or redemption of Shares in any Fund during:

- (a) any period when any organised exchange on which a substantial portion of the investments for the time being comprised in the relevant Fund are quoted, listed, traded or dealt in is closed otherwise than for ordinary holidays, or during which dealings in any such organised exchange are restricted or suspended;
- (b) any period where, as a result of political, military, economic or monetary events or other circumstances beyond the control, responsibility and power of the Manager, the disposal or valuation of investments for the time being comprised in the relevant Fund cannot, in the opinion of the Manager, be effected or completed normally or without prejudicing the interest of Shareholders;
- (c) any breakdown in the means of communication normally employed in determining the value of any investments for the time being comprised in the relevant Fund or during any period when for any other reason the value of investments for the time being comprised in the relevant Fund cannot, in the opinion of the Manager, be promptly or accurately ascertained;
- (d) any period when the relevant Fund is unable to repatriate funds for the purposes of making redemption payments or during which the realisation of investments for the time being comprised in the relevant Fund, or the transfer or payment of the funds involved in connection therewith cannot, in the opinion of the Manager, be effected at normal prices;
- (e) any period when, as a result of adverse market conditions, the payment of redemption proceeds may, in the opinion of the Manager, have an adverse impact on the relevant Fund or the remaining Shareholders in the relevant Fund;
- (f) any period (other than ordinary holiday or customary weekend closings) when any market or exchange which is the main market or exchange for a significant part of the instruments or positions is closed, or in which trading thereon is restricted or suspended;
- (g) any period when proceeds of any sale or redemption of the Shares cannot be transmitted to or from the account of the relevant Fund;
- (h) any period in which the redemption of the Shares would, in the opinion of the Manager, result in a violation of applicable laws;
- (i) any period in which notice has been given to Shareholders of a resolution to wind up the ICAV;
- (j) any period in which notice has been given to Shareholders of a resolution to terminate a Fund;
- (k) any period when the Manager determine that it is in the best interests of the Shareholders to do so; or
- (l) any period during which dealings in a collective investment scheme in which a Fund has invested a significant portion of its assets are suspended.



The Central Bank and any relevant Shareholders will be notified immediately of any such suspension or postponement. Shareholders who have requested an issue or redemption of Shares will have their subscription or redemption request dealt with on the first Valuation Day after the suspension has been lifted unless applications or redemption requests have been withdrawn prior to the lifting of the suspension, but will not have priority over other Shareholders who requested an issue or redemption of Shares. Shares will be held by the Shareholder during the period of suspension as if no redemption request had been made. The ICAV will take reasonable steps to bring any period of suspension or postponement to an end as soon as possible. For the avoidance of doubt, no dividends will be paid at times when the redemption of Shares or the calculation of NAV per Share is suspended for any reason specified above.

The ICAV, in its discretion, may terminate, in part or in whole, the temporary suspension of the issue, valuation, sale, purchase and/or redemption of Shares in any Fund. The ICAV will notify all affected Shareholders of any termination of a temporary suspension.

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## PURCHASE AND SALE INFORMATION

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The section titled “Procedure for Dealing on the Primary Market” relates to subscriptions and redemptions between the ICAV and Authorised Participants for ETF Shares. Investors who wish to subscribe or redeem for ETF Shares and who are not Authorised Participants should refer to the sections below titled “Procedure for Dealing on the Secondary Market – ETF Shares”. Investors wishing to subscribe or redeem for Non-ETF Shares should refer to the sections below titled “Procedure for Dealing in Non-ETF Shares”.

### PROCEDURE FOR DEALING ON THE PRIMARY MARKET – ETF SHARES

The provisions set out in this section apply to subscriptions and redemptions for ETF Shares directly to the ICAV only and not to the purchase of ETF Shares on secondary markets. Applications for subscriptions and redemptions directly to the ICAV in respect of ETF Shares will generally only be available to Authorised Participants. All other investors may purchase and sell ETF Shares through the Authorised Participants or other investors on the secondary market, as described below under “Procedure for Dealing on the Secondary Market”.

The Primary Market is the market on which ETF Shares are directly issued or redeemed by the ICAV at the request of Authorised Participants and non-ETF Shares are issued or redeemed by the ICAV at the request of investors. Applicants wishing to become Authorised Participants should contact the Manager for further details.

Authorised Participants wishing to deal on the Primary Market in respect of the Funds have to satisfy certain eligibility criteria, and be registered with the ICAV and the Manager.

All applicants subscribing for ETF Shares on the Primary Market must first complete the ICAV’s Application Form which may be obtained from the Manager or Administrator and satisfy certain anti-money laundering checks. The original signed Application Form should be sent to the Administrator in accordance with the details set out in the Application Form

Application Forms and Order Forms may be submitted in writing or sent by facsimile or other electronic means as may be deemed acceptable by the Manager from time to time.

ETF Shares subscriptions and redemptions are made in baskets of ETF Shares or in Cash, at the discretion of the ICAV or the Manager, as described further under “Dealings in Kind” below.

Subscription and redemption orders will normally be accepted if above the Minimum Subscription and Redemption Amount. Applicants should refer to the Relevant Supplement for details of the Minimum Subscription and redemption orders for the Funds.

The ICAV or the Manager has absolute discretion to accept or reject in whole or in part any application for ETF Shares (prior to the issue of ETF Shares to an applicant and notwithstanding the application having been accepted) without assigning any reason therefore and to revoke any authorisation to act as an Authorised Participant. Dealing requests, once submitted, shall (save as determined by the ICAV or the Manager at its discretion) be irrevocable. Any amendments to registration details and payment / settlement instructions will only be effected upon receipt of original documentation by the Administrator.

ETF Shares may be subscribed for during the Initial Offer Period for the relevant Fund at the Initial Offer Price specified in the Relevant Supplement. Authorised Participants subscribing during the Initial Offer Period must submit a signed Application Form and Order Form to the Administrator which must be received by the Administrator before the end of the Initial Offer Period. Such ETF Shares will be issued on the Closing Date. Thereafter, ETF Shares may be subscribed for and redeemed on each Dealing Day by completing the Order Form and submitting it to the Administrator in writing or by facsimile or other electronic means as may be deemed acceptable by the Manager from time to time, before the Dealing Deadline.

Applicants subscribing for ETF Shares after the Initial Offer Period, who have not previously submitted an Application Form, must submit a signed Application Form and Order Form, otherwise only an Order Form, to the Administrator which must be received by the Administrator before the relevant Dealing Deadline. Such ETF Shares will be issued or redeemed at the Net Asset Value per Share plus (in the case of subscriptions) or less (in the case of redemptions) an amount in respect of Duties and Charges, where applicable, on each Dealing Day.

The ICAV may redeem the ETF Shares of any Authorised Participant whose holding in the ICAV falls below the Minimum Subscription Amount for the relevant Class as set out in the Relevant Supplement unless that Relevant Supplement provides for a Minimum Holding Amount which is less than the Minimum Subscription Amount.

All ETF Shares issued will be in registered form and a written trade confirmation will be sent to Authorised Participants.

Authorised Participants' title and rights relating to ETF Shares in a Fund will be determined by the clearance system through which they settle and/or clear their holdings. A Fund will settle through the relevant ICSD and the Common Depositary's nominee will act as the registered holder of all such ETF Shares. For further details, see the section "Global Clearing and Settlement" below.

## **DEALINGS IN KIND, IN CASH AND DIRECTED CASH DEALINGS**

ETF Shares may be subscribed for and redeemed on each Dealing Day.

The Manager or the ICAV has absolute discretion to accept or reject in whole or in part any application for ETF Shares without assigning any reason thereof. The Manager or the ICAV also has absolute discretion (but shall not be obliged) to reject or cancel in whole or in part any subscription for ETF Shares prior to the issue of ETF Shares to an applicant (notwithstanding the application having been accepted) and, registration of same in the name of the relevant nominee in the event that any of the following occurs to the Authorised Participant (or its parent company or ultimate parent company): an Insolvency Event; a downgrading of credit rating; being placed on a watchlist (with negative implications) by a credit rating agency; or where the Manager has reasonable grounds to conclude that the relevant Authorised Participant may be unable to honour its settlement obligations or that the Authorised Participant poses a credit risk to the ICAV.

The Manager or the ICAV may accept subscriptions and pay redemptions either in kind or in Cash or in a combination of both. The Manager or the ICAV may determine whether to accept subscriptions in kind and/or in Cash at its absolute discretion.

ETF Shares may be subscribed at the Net Asset Value thereof together with associated Duties and Charges which may be varied to reflect the cost of execution. ETF Shares may be redeemed at the Net Asset Value thereof less any associated Duties and Charges which may be varied to reflect the cost of execution. The Instrument of Incorporation empowers the ICAV to charge such sum as the Manager considers represents an appropriate figure for Duties and Charges.

The level and basis of calculating Duties and Charges may also be varied depending on the size of the relevant dealing request and the costs relating to, or associated with, the Primary Market transactions.

In addition, a subscription fee of up to the higher of (i) 5% of the Net Asset Value of the ETF Shares being subscribed or (ii) a redemption fee of up to 3% of the Net Asset Value of the ETF Shares being redeemed may be charged by the Manager. Where investors request subscriptions or redemptions in Cash in a currency that is different from the currencies in which the relevant Fund's underlying investments are denominated, the foreign exchange transaction costs associated with converting the subscription amount to the currencies needed to purchase the underlying investments (in the case of a subscription) or converting the sale proceeds from selling the underlying investments to the currency needed to pay redemption proceeds (in the case of a redemption) will be included in the Duties and Charges which are applied to the relevant subscription or redemption amounts (respectively) paid or received (as the case may be) by such investors.

In some cases, the level of Duties and Charges has to be determined in advance of the completion of the actual purchase or sale of investments or execution of associated foreign exchange by or on behalf of the ICAV and the subscription or redemption price may be based on estimated Duties and Charges (which could be based on historic information concerning the costs incurred or expected costs in trading the relevant securities in the relevant markets). Where the sum representing the subscription or redemption price is based on estimated Duties and Charges which turn out to be different to the costs actually incurred by a Fund when acquiring or disposing of investments as a result of a subscription or redemption, the investor shall reimburse the Fund for any shortfall in the sum paid to the Fund (on a subscription) or any excess sum received from the Fund (on a redemption) and the Fund shall reimburse the investor for any excess received by the Fund (on a subscription) or any shortfall paid by the Fund (on a redemption), as the case may be. Investors should note that no interest will accrue or be payable on any amount reimbursed or to be reimbursed by a Fund. In order to protect the Funds and their Shareholders, the ICAV and the Manager reserve the

right to factor into the estimated Duties and Charges a buffer to protect the Fund from potential market and foreign exchange Exposure pending the payment of the actual Duties and Charges.

Dealing orders will normally only be accepted above the Minimum Subscription Amount or the Minimum Redemption Amount, as applicable. Such minima may be waived, reduced or increased in any case at the discretion of the Manager or the ICAV. Details in relation to the Valuation Points and Dealing Deadlines for the Funds are also set out in the Relevant Supplement. Details of the Dealing Deadlines are also available from the Administrator.

Applications received after the Dealing Deadline will generally not be accepted for dealing on the relevant Dealing Day and will be carried over to the next Dealing Day. However, such applications may be accepted for dealing on the relevant Dealing Day, at the discretion of the Manager or the ICAV, in exceptional circumstances, provided they are received prior to the Valuation Point. Settlement of the transfer of investments and/or Cash payments in respect of subscriptions must be received no later than the Settlement Deadline. Settlement for redemptions will be made within the time specified in the Relevant Supplement. Redemption requests will be processed only where the payment is to be made to the redeeming Authorised Participant's account of record and payment of redemption proceeds to such account will be in full discharge of the ICAV's obligations and liability. If a market is closed for trading or settlement on any Business Day during the period between the relevant Dealing Day and the expected settlement date (inclusive), and/or settlement in the Base Currency of the Fund is not available on the expected settlement date, there may be corresponding delays to the settlement times (but such delays will not exceed the regulatory requirements for settlement).

If a redeeming Authorised Participant requests redemption of a number of ETF Shares representing 5% or more of the Net Asset Value of a Fund, the Manager or the ICAV may, in its discretion, redeem the ETF Shares by way of a redemption in kind and in such circumstances the Manager or the ICAV will, if requested by the redeeming Authorised Participant, sell the investments on behalf of the Authorised Participant. (The cost of the sale can be charged to the Authorised Participant). Where a redemption is requested for a number of ETF Shares representing less than 5% of the Net Asset Value of a Fund, the Manager may only redeem the ETF Shares by way of a redemption in kind with the consent of the redeeming Authorised Participant.

If redemption requests on any Dealing Day represent 10% or more of the Net Asset Value of a Fund, the Manager or the ICAV may, in its discretion, refuse to redeem any ETF Shares in excess of 10% (at any time including after the cut-off time on the Dealing Day). Any request for redemption on such Dealing Day shall be reduced rateably and the redemption requests shall be treated as if they were received on each subsequent Dealing Day until all ETF Shares to which the original request related have been redeemed.

The Manager will carry out the underlying trades for any subscription or redemption request at its absolute discretion and may vary the underlying trades (for example, by staggering the timing of the trades) to take into account (amongst other things) the impact on other ETF Shares in the relevant Fund and on the underlying market, as well as acceptable industry practices.

The Manager or the ICAV may refuse to process a redemption request until proper information, such as the original Application Form and all requested supporting anti-money laundering documentation, has been provided. Redemptions proceeds will only be released where the original Application Form and all requested supporting anti-money laundering documentation has been received.

## **Dealings in Kind**

ETF Shares in certain Funds may be subscribed for and/or redeemed in exchange for in kind assets. Authorised Participants wishing to deal in kind should contact the Manager for a list of Funds which accept dealing requests in kind.

Subscriptions by investors or Authorised Participants for ETF Shares in exchange for in kind assets will require the delivery of a basket of underlying securities and a Cash component (both as determined by the Manager or the ICAV based on the underlying portfolio held, and to be held, by the Fund) to the Fund as part of its settlement obligations.

The securities to be transferred to the relevant Fund as part of any in-kind subscription must be such that they would qualify as investments of the relevant Fund in accordance with its investment objectives, policies and restrictions and the Depositary must be satisfied that there is unlikely to be any material prejudice to the existing Authorised Participants through the acceptance of the in-kind subscription. The securities provided must be vested with the Depositary or

arrangements be made to vest them with the Depositary.

In the event that an Authorised Participant fails to deliver, or delays in delivering, one or more of the specified underlying securities by the relevant Settlement Deadline, the Manager or the ICAV may (but shall not be obliged to) require the investor or Authorised Participant to pay to it a sum equal to the value of such underlying securities plus any Duties and Charges associated with the purchase by the Manager or the ICAV of such underlying securities, including any foreign exchange costs and other fees and/or costs incurred as a result of the delay.

The Manager and the ICAV have the right to refuse the securities proposed for any reason, including where the securities are not delivered to the ICAV, in exactly the form agreed with the Manager, together with the relevant Cash component, by the time and date specified (or before the expiry of an extension granted by the Manager or the ICAV, if any), in which case, the Manager and the ICAV reserve the right to cancel any provisional allotment of ETF Shares.

The exact value of the Cash component in the case of an in-kind subscription is determined after the calculation of the Net Asset Value of the relevant Fund for the relevant Dealing Day on the basis of the prices used in calculating the Net Asset Value per Share and equals the difference between the value of the ETF Shares to be issued and the value of the securities to be provided as part of the subscription, using the same valuation methodology as that used to determine the Net Asset Value per Share. The Manager or the ICAV may, in its absolute discretion, include an appropriate provision for Duties and Charges in respect of each subscription.

Authorised Participants which redeem ETF Shares in exchange for in kind assets will receive their redemption proceeds in the form of underlying securities and, if relevant, a Cash component, as determined by the Manager or the ICAV based on the Fund's underlying portfolio. The composition of the basket of securities to be delivered by the ICAV and an estimated amount of the balance in Cash will be made available upon request to investors or Authorised Participants by the Administrator. The selection of the securities is subject to the approval of the Depositary. The exact value of the Cash balance is determined after calculation of the Net Asset Value on the relevant Dealing Day on the basis of the prices used in calculating the Net Asset Value per Share and will equal the difference between the value of the ETF Shares to be redeemed and the value of the securities to be delivered at the prices used in calculating the Net Asset Value per Share on the same date. The Depositary must be satisfied that there is unlikely to be any material prejudice to the existing Authorised Participants through the acceptance of the in-kind redemption.

### **Directed Cash Dealings**

If, in connection with any Primary Market subscription applications or redemption request, an Authorised Participant requests underlying security trades and/or foreign exchange be executed in a way that is different than normal and customary convention, the ICAV will use reasonable endeavours to satisfy such request if possible but the ICAV will not accept any responsibility or liability if the execution request is not achieved in the way requested for any reason whatsoever. In no circumstances will an Authorised Participant have discretion over the assets of a Fund in that capacity.

If any Authorised Participant making a Cash subscription or redemption wishes to have the underlying securities traded with a particular designated broker (i.e. a directed Cash subscription or redemption), the Authorised Participant must specify such instructions in its dealing request. The ICAV may at its discretion (but shall not be obliged to) transact for the underlying securities with the designated broker. Authorised Participants that wish to select a designated broker are required, prior to the Manager transacting the underlying securities, to contact the relevant portfolio trading desk of the designated broker to arrange the trade.

If a subscription application is accepted as a directed Cash subscription, as part of the Authorised Participant's settlement obligations, the Authorised Participant is responsible for (i) ensuring that the designated broker transfers to the ICAV (via the Depositary) the relevant underlying securities, and (ii) paying the fees and costs charged by the designated broker for selling the relevant underlying securities to the ICAV plus any associated Duties and Charges, including foreign exchange costs, to reflect the cost of execution.

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

Neither the ICAV nor the Manager will be responsible, and shall have no liability, if the execution of the underlying securities with a designated broker and, by extension, a directed Cash subscription or redemption order, is not carried out due to an omission, error, failed or delayed trade or settlement on the part of the Authorised Participant or the designated broker. Should an Authorised Participant or the designated broker default on, delay settlement of, or change the terms of, any part of the underlying securities transaction, the Authorised Participant shall bear all associated risks and costs, including costs incurred by the ICAV and/or the Manager as a result of the delay to the underlying securities transaction. In such circumstances, the ICAV and the Manager have the right to transact with another broker and to amend the terms of the subscription or redemption, including the subscription price and/or redemption proceeds, to take into account the default, delay and/or the change to the terms.

### **Failure to Deliver**

In the event that (i) in respect of an in kind dealing resulting in a creation of ETF Shares, an Authorised Participant fails to deliver the required investments and Cash component, or (ii) in relation to a Cash creation, an Authorised Participant fails to deliver the required Cash, or (iii) in respect of a directed Cash dealing resulting in a creation, an Authorised Participant fails to deliver the required Cash or its designated broker fails to deliver the underlying investments, within the stated settlement times, the ICAV and / or the Manager reserves the right (but shall not be obliged) to defer and/or cancel the relevant subscription request. The Authorised Participant shall indemnify the ICAV for any loss suffered by the ICAV as a result of a failure or delay by the Authorised Participant to deliver the required investments and Cash component or Cash and, for directed Cash dealings resulting in creations, any loss suffered by the ICAV as a result of a failure by the designated broker to deliver the required underlying investments, within the stated settlement times, including (but not limited to) any market Exposure, interest charges and other costs suffered by the Fund. The ICAV reserves the right to cancel the provisional allotment of the relevant ETF Shares in those circumstances.

The Manager or the ICAV may, in its sole discretion where it believes that it is in the best interests of a Fund, decide not to cancel a subscription and provisional allotment of ETF Shares where an Authorised Participant has failed to deliver the required investment and Cash component or Cash and / or, for directed Cash subscriptions, the designated broker has failed to deliver the required underlying investments, within the stated settlement times. The ICAV may temporarily borrow an amount equal to the subscription and invest the amount borrowed in accordance with the investment objective and policies of the relevant Fund. Once the required investments and Cash component or Cash has been received, the ICAV will use this to repay the borrowings. The ICAV reserves the right to charge the relevant Authorised Participant for any interest or other costs incurred by the ICAV as a result of this borrowing. Where a designated broker under a directed Cash subscription fails or delays in delivering the required underlying securities, the ICAV and the Manager has a right to transact with a different broker and to charge the relevant Authorised Participant for any interest or other costs incurred by the ICAV relating to the failed and new transactions. If the Authorised Participant fails to reimburse the ICAV for those charges, the ICAV and / or Manager will have the right to sell all or part of the applicant's holdings of ETF Shares in the Fund or any other Fund of the ICAV in order to meet those charges.

A redemption request by an Authorised Participant will only be valid if the Authorised Participant satisfies its settlement obligation to deliver holdings in the required number of ETF Shares in that Fund to the Administrator for settlement by the relevant Settlement Deadline. In the event that an Authorised Participant fails to deliver the required ETF Shares of the relevant Fund in relation to a redemption within the stated settlement times, the ICAV and / or the Manager reserves the right (but shall not be obliged) to treat this as a settlement failure by the Authorised Participant and to defer and/or cancel the relevant redemption order, and the Authorised Participant shall indemnify the ICAV and the Manager for any loss suffered by the ICAV or the Manager as a result of a failure by the Authorised Participant to deliver the required ETF Shares in a timely fashion, including (but not limited to) any market Exposure and costs suffered by the Fund.

In the event that an Authorised Participant is liable to reimburse a Fund in respect of Duties and Charges (e.g., for any shortfall in the sum paid to the Fund on a subscription or any excess redemption proceeds received from the Fund on a redemption), the ICAV reserves the right to charge the relevant Authorised Participant for any interest or other costs incurred by the ICAV as a result of the Authorised Participant's failure to reimburse the Fund in a timely manner after receiving notice of the sum payable.

## **Title to Shares**

As with other Irish companies limited by shares, the ICAV is required to maintain a register of Shareholders. Only persons appearing on the register of Shareholders will be a Shareholder. No temporary documents of title or Share certificates will be issued (save as provided below). Fractional Shares will not be issued. A trade confirmation will be sent by the Administrator to Authorised Participants subscribing and/or redeeming ETF Shares with the ICAV on the Primary Market.

## **CONVERSION OF SHARES**

Authorised Participants may be entitled to exchange any or all of their ETF Shares of any Class in a Fund (“Original Class”) for either (a) ETF Shares of the same Class in any other Fund available for issue at that time; or (b) ETF Shares of another Class in the same Fund available for issue at that time (each of (a) and (b), a “New Class”).

When requesting the conversion of ETF Shares as an initial investment in a New Class, Authorised Participants should ensure that the NAV of the ETF Shares converted is equal to or exceeds the minimum number of ETF Shares required to deal in the relevant New Class. In the case of a conversion of a partial holding only, the value of the remaining holding must also be at least equal to any Minimum Holding for the relevant Original Class.

Authorised Participants should be aware that the Manager and the ICAV reserve the right to accept or reject a conversion of ETF Shares in its sole discretion.

The general provisions and procedures relating to redemptions of ETF Shares of the Original Class and subscriptions for ETF Shares of the New Class will apply to any conversion of ETF Shares, including the provisions in relation to sales charges, redemption charges and Duties and Charges. Conversion charges, if any, will be disclosed in the Relevant Supplement. ETF Shares may be exchanged on any Dealing Day, upon notice given not later than the earlier of the Dealing Deadline for the Original Class or the Dealing Deadline for the New Class, as set out in the Relevant Supplements.

The exchange of ETF Shares of a Fund may be temporarily suspended by the Fund upon the occurrence of certain events described below under “Temporary Suspension of Dealings”.

An exchange of ETF Shares may have tax consequences for an Authorised Participant. Authorised Participants should consult with their normal tax adviser if they are in any doubt as to such tax consequences.

## **PROCEDURE FOR DEALING ON THE SECONDARY MARKET**

### **Secondary Market Purchases and Sales of ETF Shares**

**As a UCITS ETF, a Fund’s ETF Shares purchased on the Secondary Market cannot usually be sold directly back to the Fund by investors who are not Authorised Participants. Generally, investors who are not Authorised Participants must buy and sell shares on a Secondary Market with the assistance of an intermediary (e.g. a stockbroker) and may incur fees and additional taxes in doing so. In addition, as the market price at which the Shares are traded on the Secondary Market may differ from the Net Asset Value per Share, investors may pay more than the then current Net Asset Value when buying shares and may receive less than the current Net Asset Value when selling them.**

An investor (that is not a Shareholder) shall have the right, subject to compliance with relevant laws and regulations, to request that the ICAV buys back its Shares in respect of a Fund in circumstances where a Secondary Market Disruption Event has occurred.

Investors wishing to do so should contact the Administrator to provide such proper information, including original Application Forms and anti-money laundering documentation, as the Administrator shall require in order to register the investor as a Shareholder. A charge, which shall be at normal market rates, may apply for this process. Investors should note that Shares redeemed in this way will only be settled in Cash and not in kind.

Redemption orders will be processed on the Dealing Day on which the Shares are received back into the account of the transfer agent by the dealing cut-off time less any applicable Duties and Charges and other reasonable administration costs, provided that the completed buy-back request has also been received.

The Manager may at its complete discretion determine that the Secondary Market Disruption Event is of a Long Term nature and is unable to be remedied. In that case the ICAV may resolve to compulsorily redeem investors and may subsequently terminate the Fund.

Any investor requesting a buyback of its shares in case of a Secondary Market Disruption Event may be subject to taxes as applicable, including any capital gains taxes or transaction taxes. Therefore, it is recommended that prior to making such a request, the investor seeks professional tax advice in relation to the implications of the buyback under the laws of the jurisdiction in which they may be subject to tax. Investors should also refer to “Costs of Buying or Selling ETF Shares Risk” in the “Risk Considerations” section.

### **Secondary Market Prices**

The trading prices of a Fund's Shares will fluctuate continuously throughout trading hours based on market supply and demand rather than the Net Asset Value per Share, which is only calculated at the end of each Business Day and/or such other day or days as the Directors may determine. The Shares will trade on the Listing Stock Exchange at prices that may be above (i.e. at a premium) or below (i.e. at a discount), to varying degrees, the Net Asset Value per Share. The trading prices of a Fund's Shares may deviate significantly from the Net Asset Value per Share during periods of market Volatility and may be subject to brokerage commissions and/or transfer taxes associated with the trading and settlement through the relevant stock exchange. There can be no guarantee that once the Shares are listed on a stock exchange they will remain listed. Investors should also refer to “Fluctuation of Net Asset Value and Market Pricing Risk” in the “Risk Considerations” section.

An INAV, which is an estimate of the Net Asset Value per Share generally calculated using market data, will be disseminated at regular intervals throughout the day. The INAV is based on quotes and last sale prices from the securities' local market and may not reflect events that occur subsequent to the local market's close. Premiums and discounts between the INAV and the market price may occur and the INAV should not be viewed as a “real-time” update of the Net Asset Value per Share, which is calculated only once a day. None of the ICAV, the Manager, any of its affiliates or any third party calculation agents involved in, or responsible for, the calculation or publication of such INAVs makes any warranty as to their accuracy.

### **GLOBAL CLEARING AND SETTLEMENT**

The Directors have resolved that ETF Shares in the Funds will not currently be issued in dematerialised (or uncertificated) form and no temporary documents of title or ETF Share certificates will be issued, other than the Global Share Certificate required for the ICSDs (being the recognised clearing systems through which a Fund's ETF Shares will be settled). The ICAV will apply for admission for clearing and settlement through the applicable ICSD. The ICSDs for the Funds are currently Euroclear and Clearstream and the applicable ICSD for an investor is dependent on the market in which the ETF Shares are traded. All investors in the Funds will ultimately settle in an ICSD but may have their holdings within Central Securities Depositories. A Global Share Certificate will be deposited with the Common Depositary (being the entity nominated by the ICSDs to hold the Global Share Certificate) and registered in the name of the Common Depositary's nominee (being the registered holder of the ETF Shares of a Fund, as nominated by the Common Depositary) on behalf of Euroclear and Clearstream and accepted for clearing through Euroclear and Clearstream. Interests in the ETF Shares represented by the Global Share Certificate will be transferable in accordance with applicable laws and any rules and procedures issued by the ICSDs. Legal title to the ETF Shares will be held by the Common Depositary's nominee.

A purchaser of interests in ETF Shares will not be a registered Shareholder in a Fund but will hold an indirect beneficial interest in such ETF Shares and the rights of such investors, where Participants, shall be governed by their agreement with their ICSD and otherwise by the arrangement with their nominee, broker or Central Securities Depositary, as appropriate. All references herein to actions by holders of the Global Share Certificate will refer to actions taken by the Common Depositary's nominee as registered Shareholder following instructions from the applicable ICSD upon receipt of instructions from its Participants. All references herein to distributions, notices, reports and statements to such Shareholder, shall be distributed to the Participants in accordance with such applicable ICSD's procedures.



## **International Central Securities Depositories**

All ETF Shares in issue are represented by a Global Share Certificate and the Global Share Certificate is held by the Common Depositary and registered in the name of the Common Depositary's nominee on behalf of an ICSD, beneficial interests in such Shares will only be transferable in accordance with the rules and procedures for the time being of the relevant ICSD.

Each Participant must look solely to its ICSD for documentary evidence as to the amount of its interests in any Shares. Any certificate or other document issued by the relevant ICSD, as to the amount of interests in such Shares standing to the account of any person shall be conclusive and binding as accurately representing such records.

Each Participant must look solely to its ICSD for such Participant's share of each payment or distribution made by a Fund to or on the instructions of the Common Depositary's nominee and in relation to all other rights arising under the Global Share Certificate. The extent to which, and the manner in which, Participants may exercise any rights arising under the Global Share Certificate will be determined by the respective rules and procedures of their ICSD. Participants shall have no claim directly against the ICAV or any other person (other than their ICSD) in respect of payments or distributions due under the Global Share Certificate which are made by a Fund to or on the instructions of the Common Depositary's nominee and such obligations of the Fund shall be discharged thereby. The ICSD shall have no claim directly against the ICAV or any other person (other than the Common Depositary).

The ICAV or its duly authorised agent may from time to time require investors to provide them with information relating to: (a) the capacity in which they hold an interest in Shares; (b) the identity of any other person or persons then or previously interested in such Shares; (c) the nature of any such interests; and (d) any other matter where disclosure of such matter is required to enable compliance by the ICAV with applicable laws or the constitutional documents of the ICAV.

The ICAV or its duly authorised agent may from time to time request the applicable ICSD to provide the ICAV with following details: ISIN, ICSD Participant name, ICSD Participant type - Fund/Bank/Individual, Residence of ICSD Participant, number of ETF of the Participant within Euroclear and Clearstream, as appropriate, that hold an interest in Shares and the number of such interests in the Shares held by each such Participant. Participants which are holders of interests in Shares or intermediaries acting on behalf of such account holders will provide such information upon request of the ICSD or its duly authorised agent and have authorised pursuant to the respective rules and procedures of Euroclear and Clearstream to disclose such information to the ICAV of the interest in Shares or to its duly authorised agent.

Investors may be required to provide promptly any information as required and requested by the ICAV or its duly authorised agent and agree to the applicable ICSD providing the identity of such Participant or investor to the ICAV upon their request.

Notices of general meetings and associated documentation will be issued by the ICAV to the registered holder of the Global Share Certificate, the Common Depositary's nominee. Each Participant must look solely to its ICSD and the rules and procedures for the time being of the relevant ICSD governing delivery of such notices and exercising voting rights. For investors, other than Participants, delivery of notices and exercising voting rights shall be governed by the arrangements with a Participant of the ICSD (for example, their nominee, broker or Central Securities Depositories, as appropriate).

### **PROCEDURE FOR DEALING IN NON-ETF SHARES:**

The provisions set out in this section apply to subscriptions and redemptions for Non-ETF Shares directly from the ICAV.

The ICAV may accept subscriptions and pay redemptions either in kind or in Cash or in a combination of both. The ICAV may determine whether to accept subscriptions in kind and/or in Cash at its absolute discretion.

All applicants subscribing for Non-ETF Shares in the must first complete the ICAV's Application Form which may be obtained from the Manager or Administrator and satisfy certain anti-money laundering checks. The original signed Application Form should be sent to the Administrator in accordance with the details set out in the Application Form.

Application Forms and Order Forms may be submitted in writing or sent by facsimile or other electronic means as may

be deemed acceptable by the Manager from time to time.

The Application Form contains a declaration of residence in a form required by the Irish Revenue Commissioners (the “**Declaration**”). Failure to complete the Declaration and return the Application Form will result in the ICAV being treated by the Irish Revenue Commissioners as not having received a valid Declaration. The consequences of this for the Shareholder are that the ICAV will be obliged to withhold tax (in relation to any gain made on the Shareholder’s account) on any payments made to that Shareholder as if the Shareholder were an Irish resident non-exempt investor. Full details of the rates at which tax would be withheld are contained under the heading “Taxation of Irish Shareholders”.

Subscription and redemption orders will normally be accepted if above the Minimum Subscription Amount or Minimum Redemption Amount, as relevant. Applicants should refer to the Relevant Supplement for details of the Minimum Subscription Amount and Minimum Redemption Amount for a Fund. Such minima may be waived, reduced or increased in any case at the discretion of the Manager or the ICAV. Details in relation to the Valuation Points and Dealing Deadlines for the Funds are also set out in the Relevant Supplement. Details of the Dealing Deadlines are also available from the Administrator.

The ICAV and the Manager have absolute discretion to accept or reject in whole or in part any application for Non-ETF Shares. Dealing requests, once submitted, shall (save as determined by the Manager or the ICAV at its discretion) be irrevocable. Any amendments to registration details and payment / settlement instructions will only be effected upon receipt of original documentation by the Administrator.

Non-ETF Shares may be subscribed for during the Initial Offer Period for the relevant Fund at the Initial Offer Price specified in the Relevant Supplement. Applicants subscribing during the Initial Offer Period must submit a signed Application Form and Order Form to the Administrator which must be received by the Administrator before the end of the Initial Offer Period. Such Non-ETF Shares will be issued on the Closing Date. Thereafter, Non-ETF Shares may be subscribed for and redeemed on each Dealing Day by completing the Order Form and submitting it to the Administrator in writing or by facsimile or other electronic means as may be deemed acceptable by the Manager from time to time, before the Dealing Deadline.

Applicants subscribing for Non-ETF Shares after the Initial Offer Period, who have not previously submitted an Application Form, must submit a signed Application Form and Order Form, otherwise only an Order Form, to the Administrator which must be received by the Administrator before the relevant Dealing Deadline. Such Non-ETF Shares will be issued or redeemed at the Net Asset Value per Share plus (in the case of subscriptions) or less (in the case of redemptions) an amount in respect of Duties and Charges, where applicable, on each Dealing Day.

The Manager or the ICAV may redeem the Non-ETF Shares of any Shareholder whose holding in the ICAV falls below the Minimum Subscription Amount for the relevant Class as set out in the Relevant Supplement unless that Relevant Supplement provides for a Minimum Holding Amount which is less than the Minimum Subscription Amount.

The ICAV may issue fractional Non-ETF Shares (rounded to three decimal places) and any surplus money will be credited to the ICAV to defray administration costs. Non-ETF Shares will be issued in registered form and no temporary documents of title will be issued. Ownership of Non-ETF Shares will be evidenced by written entry on the Register. No individual certificates for Non-ETF Shares will be issued by the ICAV.

Non-ETF Shares will not be allotted until such time as the Administrator has received and is satisfied with all the information and documentation required to verify the identity, address and source of funds of the applicant. This may result in Non-ETF Shares being issued on a Dealing Day subsequent to the Dealing Day on which an applicant initially wished to have Non-ETF Shares issued to him/her. It is further acknowledged that the Administrator shall be held harmless by the applicant against any loss arising as a result of the failure to process a subscription or redemption if information that has been requested by the Administrator has not been provided by the applicant.

Amounts paid to the ICAV in respect of subscription applications which are rejected (or, in the case of applications which are not accepted in full, the balance of the amount paid) will be returned to the applicant, subject to applicable law, at his/her own risk and expense without interest.

Requests for subscription of Non-ETF Shares may not be withdrawn save with the written consent of the ICAV or in the event of suspension of calculation of the Net Asset Value of the Fund.

Subscription payments net of all bank charges should be paid by electronic transfer to the bank account specified in the Application Form. No interest will be paid in respect of payments received in circumstances where the receipt of payment is in advance of the relevant Settlement Deadline or the application is held over until a subsequent Dealing Day. In addition, where subscription monies are paid in advance of the relevant Settlement Deadline, and the Fund incurs banking charges as a result (whether as a result of negative interest rates or otherwise) and the relevant Shareholder has not made the Fund whole in respect of such charges, the Manager and the ICAV reserve the right to compulsorily redeem such number of Non-ETF Shares of the relevant Shareholder as equates to the value of the said charges.

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

Payment in respect of subscriptions must be received in cleared funds by the Administrator prior to the Settlement Deadline. The Manager and the ICAV reserve the right to defer the issue of Non-ETF Shares until receipt of cleared subscription monies by the Fund. If payment in cleared funds in respect of a subscription has not been received by the Settlement Deadline, any allotment of Non-ETF Shares made in respect of such application may be cancelled and subject to the requirements of the Act, make any alteration in the register of Members. In the event of the non-clearance of subscription monies, any allotment in respect of an application may be cancelled. In either event and notwithstanding cancellation of the application, the ICAV may charge the applicant for any expense incurred by it or the Fund or for any loss to the Fund arising out of such non-receipt or non-clearance. In addition, the ICAV will have the right to sell all or part of the applicant's holding of Non-ETF Shares in the relevant Class in order to meet those charges and may be required to liquidate assets to repay any shortfall between the redemption proceeds and any amounts borrowed. Whilst the defaulting Shareholder will be liable for any costs incurred by the Fund in so doing, there is a risk that the Fund may not be able to recover such costs from such Shareholder.

In addition, a subscription fee of up to the higher of (i) 5% of the Net Asset Value of the Non-ETF Shares being subscribed or (ii) a redemption fee of up to 3% of the Net Asset Value of the Non-ETF Shares being redeemed may be charged by the Manager or the ICAV. Where investors request subscriptions or redemptions in Cash in a currency that is different from the currencies in which the relevant Fund's underlying investments are denominated, the foreign exchange transaction costs associated with converting the subscription amount to the currencies needed to purchase the underlying investments (in the case of a subscription) or converting the sale proceeds from selling the underlying investments to the currency needed to pay redemption proceeds (in the case of a redemption) will be included in the Duties and Charges which are applied to the relevant subscription or redemption amounts (respectively) paid or received (as the case may be) by such investors.

In some cases, the level of Duties and Charges has to be determined in advance of the completion of the actual purchase or sale of investments or execution of associated foreign exchange by or on behalf of the ICAV and the subscription or redemption price may be based on estimated Duties and Charges (which could be based on historic information concerning the costs incurred or expected costs in trading the relevant securities in the relevant markets). Where the sum representing the subscription or redemption price is based on estimated Duties and Charges which turn out to be different to the costs actually incurred by a Fund when acquiring or disposing of investments as a result of a subscription or redemption, the investor shall reimburse the Fund for any shortfall in the sum paid to the Fund (on a subscription) or any excess sum received from the Fund (on a redemption) and the Fund shall reimburse the investor for any excess received by the Fund (on a subscription) or any shortfall paid by the Fund (on a redemption), as the case may be. Investors should note that no interest will accrue or be payable on any amount reimbursed or to be reimbursed by a Fund. In order to protect the Funds and their Shareholders, the ICAV and the Manager reserve the right to factor into the estimated Duties and Charges a buffer to protect the Fund from potential market and foreign exchange Exposure pending the payment of the actual Duties and Charges.

Applications received after the Dealing Deadline will generally not be accepted for dealing on the relevant Dealing Day and will be carried over to the next Dealing Day. However, such applications may be accepted for dealing on the relevant Dealing Day, at the discretion of the Manager or the ICAV, in exceptional circumstances, provided they are received prior to the Valuation Point. Settlement of the transfer of investments and/or Cash payments in respect of subscriptions must be received no later than the relevant Settlement Deadline. Settlement for redemptions will be made within the time specified in the Relevant Supplement. Redemption requests will be processed only where the payment is to be made to the redeeming Shareholder's account of record and payment of redemption proceeds to such account will be in full discharge of the ICAV's obligations and liability. If a market is closed for trading or settlement on any Business Day during the period between the relevant Dealing Day and the expected settlement date (inclusive), and/or settlement in the Base Currency of the Fund is not available on the expected settlement date, there may be corresponding delays to the settlement times (but such delays will not exceed the regulatory requirements for

settlement).

If a redeeming Shareholder requests redemption of a number of Non-ETF Shares representing 5% or more of the Net Asset Value of a Fund, the Manager or the ICAV may, in its discretion, redeem the Non-ETF Shares by way of a redemption in kind and in such circumstances the Manager or the ICAV will, if requested by the redeeming Shareholder, sell the investments on behalf of the Shareholder. (The cost of the sale can be charged to the Shareholder). Where a redemption is requested for a number of Non-ETF Shares representing less than 5% of the Net Asset Value of a Fund, the Manager or the ICAV may only redeem the Non-ETF Shares by way of a redemption in kind with the consent of the redeeming Shareholder.

If redemption requests on any Dealing Day represent 10% or more of the Net Asset Value of a Fund, the Manager or the ICAV may, in its discretion, refuse to redeem any Non-ETF Shares in excess of 10% (at any time including after the cut-off time on the Dealing Day). Any request for redemption on such Dealing Day shall be reduced rateably and the redemption requests shall be treated as if they were received on each subsequent Dealing Day until all Non-ETF Shares to which the original request related have been redeemed.

The Manager will carry out the underlying trades for any subscription or redemption request at its absolute discretion and may vary the underlying trades (for example, by staggering the timing of the trades) to take into account (amongst other things) the impact on other Non-ETF Shares in the relevant Fund and on the underlying market, as well as acceptable industry practices.

No redemption proceeds will be paid to a Shareholder in respect of a redemption request (although subsequent subscriptions may be processed) prior to the acceptance of the original initial Application Form by the Administrator which is subject to prompt transmission to the Administrator of such papers and supporting documentation (such as documentation relating to money laundering prevention checks) as may be required by the Administrator and completion by the Administrator of all anti-money laundering procedures.

The ICAV or the Manager may also request such information (including by means of statutory notices) as may be required for the establishment and maintenance of the ICAV's beneficial ownership register in accordance with the Beneficial Ownership Regulations. It should be noted that a Beneficial Owner has, in certain circumstances, obligations to notify the ICAV in writing of relevant information as to his/her status as a Beneficial Owner and any changes thereto (including where a Beneficial Owner has ceased to be a Beneficial Owner). It should be noted that it is an offence under the Beneficial Ownership Regulations for a Beneficial Owner to (i) fail to comply with the terms of a beneficial ownership notice received from or on behalf of the ICAV or (ii) provide materially false information in response to such a notice or (iii) fail to comply with his/her obligations to provide relevant information to the ICAV as to his/her status as a Beneficial Owner or changes thereto (in circumstances referred to above) or in purporting to comply, provide materially false information.

Prospective investors should note that by completing the Application Form they are providing information to the ICAV, which may constitute personal data within the meaning of data protection legislation in Ireland. This data will be used for the purposes of client identification, administration, statistical analysis, market research, to comply with any applicable legal or regulatory requirements. Data may be disclosed 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 outside the EEA) for the purposes specified. By signing the Application Form, investors consent to the obtaining, holding, use, disclosure and processing of data for any one or more of the purposes set out in the Application Form. Investors have a right to obtain a copy of their personal data kept by the ICAV and the right to rectify any inaccuracies in personal data held by the ICAV.

### **Dealings in Kind**

Non-ETF Shares in certain Funds may be subscribed for and/or redeemed in exchange for in kind assets. Investors wishing to deal in kind should contact the Manager for a list of Funds which accept dealing requests in kind.

Subscriptions by investors for Non-ETF Shares in exchange for in kind assets will require the delivery of a basket of underlying securities and a Cash component (both as determined by the Manager or the ICAV based on the underlying portfolio held, and to be held, by the Fund) to the Fund as part of its settlement obligations.

The securities to be transferred to the relevant Fund as part of any in-kind subscription must be such that they would

qualify as investments of the relevant Fund in accordance with its investment objectives, policies and restrictions and the Depositary must be satisfied that there is unlikely to be any material prejudice to the existing Shareholders through the acceptance of the in-kind subscription. The securities provided must be vested with the Depositary or arrangements be made to vest them with the Depositary.

In the event that an investor fails to deliver, or delays in delivering, one or more of the specified underlying securities by the relevant Settlement Deadline, the ICAV may (but shall not be obliged to) require the investor to pay to it a sum equal to the value of such underlying securities plus any Duties and Charges associated with the purchase by the ICAV of such underlying securities, including any foreign exchange costs and other fees and/or costs incurred as a result of the delay.

The Manager and the ICAV have the right to refuse the securities proposed for any reason, including where the securities are not delivered to the ICAV, in exactly the form agreed with the Manager, together with the relevant Cash component, by the time and date specified (or before the expiry of an extension granted by the Manager or the ICAV, if any), in which case, the Manager and the ICAV reserve the right to cancel any provisional allotment of Non-ETF Shares.

The exact value of the Cash component in the case of an in-kind subscription is determined after the calculation of the Net Asset Value of the relevant Fund for the relevant Dealing Day on the basis of the prices used in calculating the Net Asset Value per Share and equals the difference between the value of the Non-ETF Shares to be issued and the value of the securities to be provided as part of the subscription, using the same valuation methodology as that used to determine the Net Asset Value per Share. The Manager or the ICAV may, in its absolute discretion, include an appropriate provision for Duties and Charges in respect of each subscription.

Shareholders which redeem Non-ETF Shares in exchange for in kind assets will receive their redemption proceeds in the form of underlying securities and, if relevant, a Cash component, as determined by the Manager or the ICAV based on the Fund's underlying portfolio. The composition of the basket of securities to be delivered by the ICAV and an estimated amount of the balance in Cash will be made available upon request to investors by the Administrator. The selection of the securities is subject to the approval of the Depositary. The exact value of the Cash balance is determined after calculation of the Net Asset Value on the relevant Dealing Day on the basis of the prices used in calculating the Net Asset Value per Share and will equal the difference between the value of the Non-ETF Shares to be redeemed and the value of the securities to be delivered at the prices used in calculating the Net Asset Value per Share on the same date. The Depositary must be satisfied that there is unlikely to be any material prejudice to the existing Shareholders through the acceptance of the in-kind redemption.

### **Transfer of Non-ETF Shares**

Transfers of Non-ETF Shares must be effected by transfer in writing in any usual or common form or in any other form approved by the Directors from time to time. Every form of transfer must state the full name and address of each of the transferor and the transferee and must be signed by or on behalf of the transferor. The Directors may decline to register any transfer of Non-ETF Shares unless the transfer form is deposited at the registered office of the ICAV, or such other place as the Directors may reasonably require, accompanied by such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain the holder of the Non-ETF Shares until the name of the transferee is entered in the register. A transfer of Non-ETF Shares will not be registered unless the transferee, if not an existing Shareholder, has completed an Application Form to the satisfaction of the Directors.

Non-ETF Shares are freely transferable except that the Directors may decline to register a transfer of Non-ETF Shares (a) if the transfer is in breach of US securities laws; (b) if in the opinion of the Directors the transfer would be unlawful or result or be likely to result in any adverse regulatory, tax or fiscal consequences or material administrative disadvantage to the ICAV or the Shareholders; (c) in the absence of satisfactory evidence of the transferee's identity; (d) where the ICAV is required to redeem appropriate or cancel such number of Non-ETF Shares as are required to meet the appropriate tax of the Shareholder on such transfer; (e) if the transferee has not entered into appropriate separate arrangements relating to the remuneration of the Investment Manager and/or the relevant Sub-Investment Manager and to pay other costs; or (f) for any reason at the absolute discretion of the Directors. A proposed transferee may be required to provide such representations, warranties or documentation as the Directors may require in relation to the above matters. In the event that the ICAV does not receive a Declaration in respect of the transferee, the ICAV

will be required to deduct appropriate tax in respect of any payment to the transferee or any sale, transfer, cancellation, redemption, repurchase or other payment in respect of the Non-ETF Shares..

### **Conversion Of Shares**

Shareholders may be entitled to exchange any or all of their Non-ETF Shares of any Class in a Fund (“Original Class”) for either (a) Non-ETF Shares of the same Class in any other Fund available for issue at that time; or (b) Non-ETF Shares of another Class in the same Fund available for issue at that time (each of (a) and (b), a “New Class”).

When requesting the conversion of Non-ETF Shares as an initial investment in a New Class, Shareholders should ensure that the NAV of the Non-ETF Shares converted is equal to or exceeds the minimum number of Non-ETF Shares required to deal in the relevant New Class. In the case of a conversion of a partial holding only, the value of the remaining holding must also be at least equal to any Minimum Holding for the relevant Original Class. If the number of Non-ETF Shares of the New Class to be issued on conversion is not an integral number of Non-ETF Shares, the ICAV shall issue fractional new Non-ETF Shares rounded to three decimal places and any surplus money will be credited to the ICAV to defray administration costs.

Shareholders should be aware that the Manager and the ICAV reserve the right to accept or reject a conversion of Non-ETF Shares in its sole discretion.

The general provisions and procedures relating to redemptions of Non-ETF Shares of the Original Class and subscriptions for Non-ETF Shares of the New Class will apply to any conversion of Non-ETF Shares, including the provisions in relation to sales charges, redemption charges and Duties and Charges. Conversion charges, if any, will be disclosed in the Relevant Supplement. Non-ETF Shares may be exchanged on any Dealing Day, upon notice given not later than the earlier of the Dealing Deadline for the Original Class or the Dealing Deadline for the New Class, as set out in the Relevant Supplements.

The exchange of Non-ETF Shares of a Fund may be temporarily suspended by the Fund upon the occurrence of certain events described below under “Temporary Suspension of Dealings”.

An exchange of Non-ETF Shares may have tax consequences for a Shareholder. Shareholders should consult with their normal tax adviser if they are in any doubt as to such tax consequences.

### **Operation of the Subscription and Redemption Collection Accounts**

The ICAV will establish a collection account at each Fund level (each a “**Fund Cash Collection Account**”). All subscriptions into and redemptions and distributions due from the Funds will be paid into the relevant Fund Cash Collection Account. Monies in each Fund Cash Collection Account, including early subscription monies received in respect of a Fund, do not qualify for the protections afforded by the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) Investor Money Regulations 2015 for Fund Service Providers.

All subscriptions (including subscriptions received in advance of the issue of Shares) attributable to, and all redemptions, dividends or Cash distributions payable from, a Fund will be channelled and managed through the relevant Fund Cash Collection Account. Redemptions and distributions, including blocked redemptions or distributions, will be held in the relevant Fund Cash Collection Account until payment due date (or such later date as blocked payments are permitted to be paid), and will then be paid to the relevant or redeeming investor.

Where subscription monies are received in the relevant Fund Cash Collection Account without sufficient documentation to identify the investor, such monies shall be returned to the relevant investor. Failure to provide the necessary complete and accurate documentation is at the investor’s risk.

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## DIVIDEND DISTRIBUTION POLICY

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The Instrument of Incorporation empowers the Directors to declare dividends in respect of any Shares out of net income (including dividend and interest income) and the excess of realised and unrealised capital gains over realised and unrealised losses in respect of investments of the ICAV and out of capital. Distributions out of capital may provide for more income to be distributed to Shareholders but may also result in the value of future returns being diminished. Investors in the distributing Share Classes should also be aware that the payment of distributions out of capital by the ICAV may have different tax implications for them to distributions of income and you are therefore recommended to seek tax advice in this regard. Investors should be aware that distributions out of capital are a type of capital reimbursement.

No dividends will be paid unless all required documentation has been provided.

At the discretion of the Manager, dividends in respect of Shares in any Fund may be paid in the currency of the relevant class. Any dividend unclaimed after a period of six (6) years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund.

The dividend distribution policy in respect of each Class of a Fund is set out in the Relevant Supplement.

The Manager may from time to time, and in its sole discretion, determine that the ICAV shall, on behalf of one or more Funds, apply an equalisation formula in respect to any distributing Shares for any period where they believe it to be in the best interests of the Shareholders. In such circumstances, the subscription price of the distributing Shares in the relevant Fund will be deemed to include an equalisation amount which represents a portion the accrued income of the relevant class up to the point of subscription, and the first distribution in respect of distributing Shares in the relevant Fund will include a payment of capital usually equal to the amount of such equalisation payment. The redemption price of each distributing Share will also include an equalisation payment in respect of the accrued income of the relevant Fund up to the Valuation Day on which the relevant distributing Shares are redeemed.

In the case of Non-ETF Shares, dividends will be automatically paid out to Shareholders in cash unless the Shareholder elects to reinvest the dividends in the Fund in respect of which the dividend is declared. Dividends will be paid by the Administrator into the account of record of the Shareholders of the relevant Class of Non-ETF Shares. In the case of ETF Shares, the payment of dividends into the account of record of the Shareholders of the relevant Class of ETF Shares will be arranged by the ICSD or the ICAV's authorised agent (for example the paying agent).

The dividend distribution policy in respect of any future Funds of the ICAV, together with details of method of payment of dividends and frequency of payments, will be specified in an updated version of this Prospectus or a supplement to the Prospectus reflecting the creation of the new Fund or Funds.

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## TERMINATION OF THE ICAV, A FUND OR SHARE CLASS

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The ICAV and each Fund is established for an unlimited period and may have unlimited assets. However, the ICAV may redeem all of its Shares or the Shares of any tranche (representing a Fund) or Class in issue if:

- (a) the redemption of the Shares in a Class or tranche (representing a Fund) is approved by an ordinary resolution passed at a general meeting of the holders of the Shares in that Class or tranche (representing a Fund), as appropriate;
- (b) the NAV of the Fund, or of a Class of Shares in a Fund, is below USD 100 million or its foreign currency equivalent (or such other amount as may be determined from time to time by the Manager);
- (c) the Manager deems it appropriate because of an adverse political, economic, fiscal environment affecting the ICAV or relevant class or tranche (representing a Fund) of Shares; or
- (d) where the Depositary has served notice of its intention to retire and an alternative depositary has not been appointed within 90 days from the date of such notice. See the section headed "Depositary" below;
- (e) the appointment of any Investment Manager in respect of a Fund is terminated without the appointment of a replacement acceptable to the Directors; or
- (f) for such other reason in respect of a Fund as may be specified in the Relevant Supplement.

In the event of termination or merger, the Shares of the ICAV or relevant tranche or Class will be redeemed after giving such prior written notice as may be required by law to all holders of such Shares. Such notice periods will be at least two weeks and may be up to three months. The Shares will be redeemed at the NAV per Share of such class on the relevant Valuation Day less their pro rata share of such sums as the ICAV in its discretion may from time to time determine as an appropriate provision for Duties and Charges in relation to the estimated realisation costs of the assets of the Fund and in relation to the redemption and cancellation of the Shares to be redeemed.

If the ICAV will be wound up or dissolved (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may with the authority of an Ordinary Resolution, divide among the Shareholders pro-rata to the value of their shareholdings in the ICAV (as determined in accordance with the Instrument of Incorporation) in specie the whole or any part of the assets of the ICAV, and whether or not the assets will consist of property of a single kind and may for such purposes value any class or classes of property in accordance with the valuation provisions in the Instrument of Incorporation. The liquidator may, with the authority of an Ordinary Resolution, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator will think fit, and the liquidation of the ICAV may be closed and the ICAV dissolved, but not so that any Shareholder will be compelled to accept any asset in respect of which there is a liability. If a Shareholder so requests, the Manager and the Investment Manager (if any) will seek to sell the assets to be distributed to that Shareholder and distribute the Cash proceeds to the Shareholder provided however that the ICAV may withhold a reserve to meet expected taxes in connection with the sale of such assets, any remainder of which will be distributed in due course once all relevant taxes are discharged. Shareholders will bear any risks of the distributed securities and may be required to pay a brokerage commission or other costs in order to dispose of such securities.

Unamortised establishment and organisational expenses at the time of any such termination will be borne by the relevant Fund and will reduce the Net Asset Value per Share of Shares then outstanding pro rata in accordance with the NAV of each such Share.

In some circumstances (for example on termination of a Fund, a winding up or a compulsory redemption) the ICAV may be unable in practice to make a disbursement of assets due to one or more Shareholders. Notwithstanding anything herein to the contrary, once all reasonable measures to make the disbursement have been taken, the Directors may in their discretion consider that any claims of the Shareholders in respect of any such assets whether in the form of unclaimed dividends, unpaid redemption proceeds or otherwise and any obligations of the ICAV in



connection therewith shall be extinguished and any such amounts may be retained by the relevant Fund for the benefit of the other Shareholders or paid to a charitable foundation to be determined by the Directors. The foregoing may apply subject to a de minimus level to be reasonably determined by the Directors in their discretion or without qualification on the basis of the ICAV seeking to meet its anti-money laundering obligations under Irish law.

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## MANAGEMENT AND ADMINISTRATION

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### ***The Board of Directors***

The Directors have overall responsibility for the management of the ICAV (and any wholly owned subsidiaries) including making general policy decisions and reviewing the actions of the Manager, the Depositary, the Administrator, the Registrar and Transfer Agent and any other service providers appointed by the ICAV from time to time.

The Directors are responsible for managing the business affairs of the ICAV in accordance with the Instrument of Incorporation. The Directors may have delegated certain functions to the Manager which, in turn, has delegated certain of its duties to the Administrator and other parties, subject to the supervision and direction by the Manager and subject to compliance with the requirements of the Central Bank. It is intended that the ICAV will be managed and controlled in Ireland.

The Directors are listed below with their principal occupations. All of the Directors serve in a non-executive capacity.

The Directors as of the date of this Prospectus are as follows:

### ***Directors***

***Fiona Mulcahy*** is an independent non-executive Director and Chairperson of a number of Irish authorised funds, with over 25 years' experience in the investment funds industry. Ms Mulcahy has over 10 years' experience serving on a wide range of financial services entity boards, as Chair, Non- Executive Director, Director responsible for Organisational Effectiveness and Audit Committee Member. She was founding partner of Dillion Eustace Solicitors in Ireland. She sits on the Board of Ignis Strategic Solutions ICAV (an abrdn Group vehicle). Alongside a number of ICAV Boards where she is appointed as independent non-executive Director, she currently sits on the board of two other ETF's as non executive Director. Her vast experience, her knowledge of abrdn alongside her experience on other ETF boards, allow for her to be recommended as Chairperson of the abrdn III ICAV. Discussions have been held with respect to the potential conflicts of her sitting on another ETF Board, and it has been concluded that since she will provide a governance role only with no executive responsibilities either at abrdn or on any other board, then conflicts are mitigated.

***Paul O'Faherty*** is an independent non executive director in the financial services, investment and not-for profit areas. Prior to acting as non-executive director he spent most of his career in Mercer, holding the role of Chief Executive of Mercer Ireland before he left in June 2013 to pursue a career as non-executive Director. He sits on the Board of ASI Liability Solutions ICAV (an abrdn Group vehicle).

***Liam Stack*** is Head of Distribution, Ireland for abrdn and has been with the company for 23 years. He is responsible for leading the team in Ireland that look after abrdn's existing Irish clients but also grow the business with new clients and partnerships. He works extensively with Investment Consultants, large pension schemes, wholesale clients and the Group's two Life Company partnerships with Standard Life and Aviva. In addition to his Distribution role, he is a Trustee of our Defined Benefit and Defined Contribution Pension Schemes. He Chairs the Irish Association of Pension Funds ('IAPF'), working with peers in the industry to highlight pertinent investment issues to its members within the IAPF. He sits on the IAPF Council, again working with fellow Council members to promote the benefits of a sustainable and simple pension system.

***Louise Drummond*** is Global Head of Investment Execution, she leads a team of 53 globally in the UK, United States and Asia across all asset classes. She previously was Co-Head of Investment Execution at Aberdeen Asset Management where she joined from SWIP in 2014. Prior to joining SWIP as head of fixed income and FX trading, Louise worked for Charles Stanley Sutherlands, where she was a director. She has also worked on the sell-side for Bank of Montreal, Merrill Lynch and JP Morgan Asset Management. She is a member of the Investment Management Committee and other committees at abrdn, and represents abrdn at many industry bodies. She sponsors abrdn Balance Network which promotes an inclusive working environment of equality for all genders.

***Mark Kelly*** has been Head of Risk Ireland for abrdn since 2018. Acting as PCF 14 (Chief Risk Officer) for Aberdeen Standard Investments (Ireland) Ltd (ASIIL), Mark is responsible for investment risk management of the segregated

mandates & real estate focused regulated funds contracted to ASIIL. Mark is also responsible for the maintenance of ASIIL's enterprise risk management framework, including oversight of operational risk and risk control self-assessments, production of the risk appetite framework and the ICARA process. Prior to joining abrdrn, Mark was employed as risk manager for a third party SuperManco. In this role he held the PCF 39 (Designated Person for Fund Risk Management) role for a number of UCITS and AIFMD funds/companies. This role included the responsibility for investment risk of numerous fund strategies (including; long only, alternatives, ETFs, private equity & real estate) on behalf of the relevant fund boards. Mark has 13 years of experience working in the finance industry, including 10 years in the funds/investments industry, and has achieved FRM and ACCA accreditations.

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## MANAGER

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The ICAV has appointed Carne Global Fund Managers (Ireland) Limited to act as management company of the ICAV and each Fund with power to delegate one or more of its functions subject to the overall supervision and control of the ICAV. The Manager is a private limited company and was incorporated in Ireland on 10 November 2003 under the registration number 377914 and has been authorised by the Central Bank to act as a UCITS management company and to carry on the business of providing management and related administration services to UCITS collective investment schemes. The Manager's parent company is Carne Global Financial Services Limited, a company incorporated in Ireland with limited liability.

The Manager is responsible for the general management and administration of the ICAV's affairs and for ensuring compliance with the Central Bank UCITS Regulations, including investment and reinvestment of each Fund's assets, having regard to the investment objective and policies of each Fund. However, pursuant to the Administration Agreement, the Manager has delegated certain of its administration and transfer agency functions in respect of each Fund to the Administrator.

In addition, pursuant to the Investment Management Agreement, the Manager has delegated certain investment management functions in respect of each Fund to the Investment Manager.

Pursuant to the Management Agreement the Manager is responsible for the general management and administration of the ICAV's affairs, subject to the overall supervision and control of the Directors. Pursuant to the provisions of the Management Agreement the Manager may delegate one or more of its functions subject to the overall supervision and control of the ICAV.

The Manager shall exercise the due care of a professional UCITS manager in the performance of its duties under the Management Agreement, including with regard to the selection, appointment and monitoring of any delegates and shall use its best endeavours, skill and judgment and all due care in performing its duties and obligations and exercising its rights and authorities under the Management Agreement provided that for the avoidance of any doubt the Manager shall not be liable for any decline in the value of the Investments of the ICAV or any Fund or any part thereof to the extent that such decline results from any investment decision made by the Manager in good faith unless such decision was made negligently, fraudulently, in bad faith or with wilful default.

Neither the Manager nor any of its directors, officers, employees or agents shall be liable for any loss or damage arising directly or indirectly out of or in connection with the performance by the Manager of its obligations and duties under the Management Agreement unless such loss or damage arose out of or in connection with the negligence, wilful default, fraud or bad faith of or by the Manager in the performance of its duties under the Management Agreement.

The ICAV shall be liable and shall indemnify and keep indemnified and hold harmless the Manager (and each of its directors, officers, employees, delegates and agents) from and against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses (including reasonable legal and professional fees and expenses arising) which may be made or brought against or suffered or incurred by the Manager (or any of its directors, officers, employees, delegates or agents) arising out of or in connection with the performance of its obligations and duties under the Management Agreement in the absence of any negligence, wilful default, fraud or bad faith of or by the Manager in the performance of its duties under the Management Agreement or as otherwise may be required by law.

The Manager may perform any of its duties, obligations and responsibilities under the Management Agreement by or through its directors, officers, servants or agents and shall be entitled to delegate or sub-contract all or any of its functions, powers, discretions, duties and obligations as the Manager under the Management Agreement to any person approved by the Directors and the Central Bank on such terms and conditions as agreed between the ICAV and the Manager, provided that any such delegation or sub-contract shall terminate automatically on the termination of the Management Agreement. The Manager's liability to the ICAV shall not be affected by the fact that the Manager has delegated all or any part of its function set out in the UCITS Regulations to a third party.

The Management Agreement shall continue in full force and effect unless terminated by any party at any time upon ninety (90) days prior written notice to the other party or at any time if any party: (i) commits any material breach of the

Management Agreement or commit persistent breaches of the Management Agreement which is or are either incapable of remedy or have not been remedied within thirty (30) days of the non-defaulting party serving notice requiring the remedying of the default;(ii) becomes incapable of performing its duties or obligations under the Agreement; (iii) is unable to pay its debts as they fall due or otherwise becomes insolvent or enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; (iv) is the subject of a petition for the appointment of an examiner, administrator, trustee, official assignee or similar officer to it or in respect of its affairs or assets; (v) has a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (vi) is the subject of an effective resolution for the winding up (except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party); or (vii) is the subject of a court order for its winding up or liquidation.

The directors of the Manager are as follows:

**Neil Clifford (nationality: Irish – Irish resident)**

Neil Clifford is a Director and Chief Executive Officer of the Manager. He is an experienced Irish-based investment management professional and fund director, with wide experience in the governance and operations of traditional and alternative investment funds. Neil joined the Manager in October 2014 from Irish Life Investment Managers (“ILIM”) (April 2006 – September 2014), where he was Head of Alternative Investments. He began his career with Irish Life as a sector-focused equity fund manager. Prior to this, Neil was a senior equity analyst for Goodbody Stockbrokers (September 2000 - April 2006) in Dublin. He has also worked as an engineer with a number of leading engineering and telecoms firms in Ireland. Neil holds a degree in Electrical Engineering from University College Cork and a Masters of Business Administration from the Smurfit School of Business, University College, Dublin. He has also attained the professional certifications of Chartered Alternative Investment Analyst (CAIA) and Financial Risk Manager (FRM – Global Association of Risk Professionals).

**Elizabeth Beazley (nationality: Irish – Irish resident)**

Elizabeth Beazley is a Managing Director in Carne Group with over 20 years’ experience in the funds’ industry focussing on fund establishment, operations and corporate governance. During her time in Carne Group, Ms. Beazley has held a number of roles including Global Head of Onboarding covering a variety of jurisdictions including Ireland, Luxembourg, the UK and Channel Islands amongst others. Ms. Beazley acts as non-executive director on a number of fund boards. Prior to joining Carne, she spent 4 years in a senior role with AIB/BNY Fund Management in Ireland, and before that worked for Bank of Bermuda (now HSBC).

Ms. Beazley has been a member of various industry working groups and currently sits on the Irish Funds’ Management Company working group as Deputy Chair in addition to being a member of the ETF Committee in EFAMA. She has a Bachelor of Commerce degree from University College Cork and has a Masters’ degree in Business Studies from the Smurfit Graduate School of Business at University College Dublin. Ms. Beazley is a member of the Association of Chartered Certified Accountants.

**Teddy Otto (nationality: German – Irish resident)**

Teddy Otto is a Principal with the Carne Group. He specialises mainly in product development, fund establishment and risk management. Before joining the Manager, Mr. Otto was employed by the Allianz / Dresdner Bank group in Ireland for six years. During this time, he acted as head of fund operations, head of product management and was appointed as a director of the Irish management company for Allianz Global Investors and a range of Irish and Cayman domiciled investment companies. He had previously held senior positions in the areas of market data and custody at Deutsche International (Ireland) Limited and worked in the investment banking division of Deutsche Bank, Frankfurt. He spent over six years at DeutscheBank group. Prior to that, he was employed with Bankgesellschaft Berlin for two years. Mr. Otto holds a degree in business administration from Technische Universität Berlin.

**Sarah Murphy (nationality: Irish – Irish resident)**

Sarah Murphy is an Executive Director and the Chief Operating Officer of the Manager. The Manager is a UCITS management company and alternative investment fund manager which currently manages in excess of €130bn in assets across a wide range of fund structures and asset classes. Sarah began her career at the Carne Group as a business manager where she was tasked with leading the launch and development of a number of the firm's corporate services businesses.

Prior to joining the Carne Group, Sarah held a number of senior management roles in BDO Ireland's corporate services business. During this period, Sarah was responsible for providing advisory services to a broad range of domestic and international clients in relation to corporate governance and company law issues associated with acquisitions, disposals and company re-organisations.

**Nicholas John Whelan (nationality: Irish – Irish resident)**

N.J. Whelan is a Managing Director of Client Operations at Carne Group. He has over 20 years' experience in the asset management industry and has a particular focus on the governance and operations of funds and management companies.

At Carne, N.J. is responsible for Client Operations including the oversight of UCITS funds, alternative investment funds and traditional funds across a variety of fund structures, including money market funds, and spanning multiple jurisdictions, principally Ireland, Luxembourg, Switzerland and the UK. As part of his role at Carne, N.J. is also responsible for the ongoing monitoring of fund delegates including conducting due diligence on delegates, the management and resolution of issues as they arise and reporting to fund Boards.

N.J. joined Carne from PwC where he was a senior manager in the Asset and Wealth Management Practice in Ireland specialising in fund audits and was an active member of various fund industry working groups. At PwC Ireland, N.J. was their Money Market Fund specialist and was an active member of the Irish Funds Money Market Fund Working Group. These roles included cross-industry engagement and participating and speaking at events. During the early stages of his professional career, N.J. worked for BNY Mellon in Ireland. N.J. is a qualified accountant and is a fellow of the Association of Chartered Certified Accountants (FCCA).

**Jackie O'Connor - (nationality: British – Irish resident)**

Jackie O'Connor is an independent non-executive director on Carne Group's Irish and Luxembourg management companies. She has over 20 years' experience within the asset management industry, most recently as Managing Director and CEO of Goldman Sachs Asset Management Fund Services Ltd ("GSAMFSL"), GSAM's Irish domiciled UCITS management company and Alternative Investment Fund Manager based in Ireland. Jackie was responsible for setting up GSAMFSL in Ireland.

Prior to that, Jackie was international head of regulatory reform for Goldman Sachs Asset Management ("GSAM"), responsible for identifying and implementing requirements under new regulations within the EMEA and Asia Pacific regions. Earlier in her career, Jackie worked in a number of roles within the GSAM and the wider Goldman Sachs Group, including global project manager for the GSAM Client Relationship Team as well as five years in Goldman Sachs's Internal Audit department.

Jackie holds a bachelor's degree with honours in Zoology from Sheffield University in the UK.

**Aleda Anderson (nationality: USA – Irish resident)**

Aleda Anderson is an independent non-executive director with over 30 years' experience within the investment industry, most recently as Chief Executive Officer and Chief Investment Officer at Principal Global Investors (EU) Limited, a subsidiary of Principal Financial Group (NASDAQ:PFG), a global investment firm and FORTUNE 500 member. Prior to relocating to Ireland from the United States in 2018 to establish a Dublin office for Principal Global Investors, she was director of Strategy & Operations at Edge Asset Management, a specialist investment boutique located in Seattle, WA. During her 30-year career, Aleda has held various positions at Charles Schwab in San Francisco, CA. including Vice President and General Manager, Asset Management Strategic Alliances, and Vice

President Distribution Services for Schwab Funds and Laudus Funds. Earlier in her career, she worked for Franklin Templeton in San Mateo, CA. Aleda studied Philosophy and Religion from San Francisco State University and holds Professional Diplomas in Strategic Management and Applied Alternative Investments, and a Professional Certificate in Complex Financial Instruments from University College Dublin.

The Secretary of the Manager is Carne Global Financial Services Limited.

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## **INVESTMENT MANAGER AND DISTRIBUTOR**

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The ICAV and the Manager have appointed abrdn Investments Limited to the ICAV responsible for providing discretionary investment management and advisory services to the Manager, and distribution services, for and on behalf of the ICAV. abrdn Investments Limited is the promoter of the ICAV.

The Investment Manager is a private limited company incorporated under the laws of Scotland having its registered office at abrdn Investments Limited, 1 George Street, Edinburgh, United Kingdom, EH2 2LL. It is regulated by the FCA in the United Kingdom. It manages and advises on the investment of managed funds.

The Investment Manager manages the investment and reinvestment of the assets of the Funds on behalf of the ICAV and reviews, supervises and administers all Investments. The Investment Manager is responsible for placing orders for the purchase and sale of Investments directly with brokers or dealers selected by them at their discretion.

The Investment Management Agreement provides that the Investment Manager shall not be liable to the ICAV or any Shareholder of the ICAV or the Manager or otherwise for any error of judgement or loss suffered by the ICAV or any such Shareholder in connection with the subject matter of the Investment Management Agreement or any matter or thing done or omitted to be done by the Investment Manager under the Investment Management Agreement unless such loss or disadvantage arose from the negligence, fraud, bad faith or wilful default of the Investment Manager in the performance or non-performance by the Investment Manager or persons designated by it of its obligations or duties under the Investment Management Agreement.

The Investment Management Agreement provides that the appointment of the Investment Manager may be terminated by either party by not less than 90 days' prior written notice (or such shorter notice as may be agreed by the parties). In certain circumstances set out in the Investment Management Agreement either party may terminate the Investment Management Agreement by notice in writing (in accordance with the procedure set out in the Investment Management Agreement) upon the occurrence of certain events as specified in the Investment Management Agreement such as the winding up, appointing a receiver or an examiner to any party.

The Investment Management Agreement also provides that the Investment Manager shall maintain a file of all written complaints received relating to the ICAV, including a record of all written complaints received relating to the ICAV, including a record of the responses and the actions if any taken as a result of the complaints. Where a complainant is not satisfied with the outcome of an investigation into a complaint, the complainant shall be notified by the Investment Manager of its right to refer the matter to the Central Bank.

The Investment Management Agreement contains certain indemnities in favour of the Investment Manager (and each of its directors, officers, employees and agents) which are restricted to exclude matters to the extent that they are attributable to the fraud, negligence, fraud, wilful default or bad faith in the performance or non-performance by the Investment Manager (or persons designated by it) of its duties or obligations under the Investment Management Agreement.

The Investment Manager is permitted to delegate its investment management responsibilities to third parties (including its affiliates) in accordance with the requirements of the Central Bank. The fees payable to any such delegate will be paid by the Investment Manager out of its own fees. Details of any entity to which investment management responsibilities are delegated will be provided to Shareholders on request and will be disclosed in the periodic reports of the ICAV.

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## DEPOSITARY

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The ICAV has appointed State Street Custodial Services (Ireland) Limited as the depositary responsible for providing depositary services to the ICAV.

The principal activity of the Depositary is to act as trustee/depositary of the assets of collective investment schemes. The Depositary is regulated by the Central Bank. As at 30 June 2022, the Depositary had assets in excess of U.S.\$ 1,423 billion under custody. The Depositary is a private limited company incorporated in Ireland on 22 May 1991. The Depositary is ultimately owned by State Street Corporation. Its authorised share capital is GBP5,000,000 and its issued and paid up capital is GBP200,000. State Street Corporation is a leading world-wide specialist in providing sophisticated global investors with investment servicing and investment management. State Street is headquartered in Boston, Massachusetts, USA, and trades on the New York Stock Exchange under the symbol "STT". The Depositary has been approved by the Central Bank to act as Depositary of all of the assets of the ICAV (including any collateral received by the ICAV) under the terms of the Depositary Agreement.

The Depositary Agreement provides that the Depositary will be liable to the ICAV in respect of any loss suffered by it as a result of the Depositary's loss of a financial instrument held in custody or its negligent or intentional failure to properly fulfil its obligations under the UCITS legislation. The Depositary will not be liable to the ICAV for consequential or indirect or special damages or losses suffered by the ICAV arising out of or in connection with the performance by the Depositary of its duties and obligations. The ICAV, out of the assets of the relevant Fund, shall indemnify the Depositary and each of its directors, officers, employees or delegates against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including reasonable legal and professional expenses) which may be brought against, suffered or incurred by the Depositary other than as a result of the Depositary's loss of a financial instrument held in custody or negligence, fraud, bad faith, wilful default or recklessness in the performance of their duties.

The Depositary Agreement provides that the appointment of the Depositary will continue unless and until terminated by either party giving to the other not less than 90 days' prior written notice although in certain circumstances the Depositary Agreement may be terminated by either party provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by the Central Bank has been appointed and provided further that, if within a period of 90 days from the date on which the Depositary notifies the ICAV of its desire to retire or the appointment of the Depositary is terminated pursuant to the terms of the Depositary Agreement, no replacement Depositary shall have been appointed, the ICAV shall serve notice on all Shareholders of its intention to convene an extraordinary general meeting at which an ordinary resolution to wind up the ICAV or otherwise dissolve the ICAV is proposed and shall apply, thereafter, to the Central Bank to revoke the ICAV's authorisation whereupon the Depositary's appointment shall terminate.

Pursuant to the Depositary Agreement, the Depositary will provide safekeeping for the ICAV's assets in accordance with the UCITS Regulations and will collect any income arising on such assets on the ICAV's behalf. The Depositary may delegate the performance of its safekeeping duties to third parties subject to the prior consent of the Fund (hereinafter referred to as "Sub-Custodians") in accordance with the requirements of the UCITS Regulations provided that (i) the requirements of Regulation 34A(3) of the UCITS Regulations are met; (ii) the safekeeping duties are not delegated with the intention of avoiding the requirements of the UCITS Regulations (iii); the Depositary can demonstrate that there is an objective reason for the delegation; and (iv) the Depositary has exercised all due, skill, care and diligence in the selection and the appointment of any Sub-Custodian and continues to exercise all due skill, care and diligence in the periodic review and on-going monitoring of any Sub-Custodian to which it has delegated parts of its safekeeping duties and of the arrangements of the Sub-Custodian in respect of the matters delegated to it. The list of the entities to whom safekeeping of the ICAV's assets have been sub-delegated as at the date of this Prospectus is set out in Appendix D and any updates to the list are available via the website: [www.mystatestreet.com](http://www.mystatestreet.com) or such other website as may be notified by the Depositary to the ICAV from time to time and notified to the Shareholders.

The Depositary has been entrusted with the following main functions which may not be delegated:

- i. ensuring that the sale, issue, repurchase, redemption and cancellation of Shares effected by or on behalf of the ICAV for the account of the relevant Fund, are carried out in accordance with applicable law and the Instrument of Incorporation and that all necessary information in this regard is exchanged between the Parties;



- ii. ensuring that the value of the Shares is calculated in accordance with applicable law and the Instrument of Incorporation;
- iii. carrying out the proper instructions of the ICAV or the Manager on behalf of ICAV and their agents unless they conflict with applicable law and the Instrument of Incorporation;
- iv. ensuring that in transactions involving the assets of the ICAV any consideration is remitted within the usual time limits;
- v. ensuring that the income of the ICAV is applied in accordance with applicable law and the Instrument of Incorporation;
- vi. monitoring the ICAV's Cash and Cash flows;
- vii. safe-keeping of the ICAV's assets, including the safekeeping of financial instruments to be held in custody and ownership verification and record keeping in relation to other assets; and
- viii. enquiring into the conduct of the ICAV and the Manager in each accounting period and report thereon to the Shareholders. The Depositary's report shall state whether in the Depositary's opinion the ICAV has been managed in that period:
  - (i) in accordance with the limitations imposed on the borrowing powers of the ICAV and the Depositary by the Instrument of Incorporation and by the Central Bank under the powers granted to the Central Bank by the UCITS Regulations; and
  - (ii) otherwise in accordance with the provisions of the Instrument of Incorporation and the UCITS Regulations.

If the ICAV has not been managed in accordance with (h)(i) or (ii) above, the Depositary must state why this is the case and outline the steps which the Depositary has taken to rectify the situation.

Conflicts of interest may arise as a result of the appointment of the Depositary and up-to-date information on the Depositary, its duties, any conflicts that may arise, the safe-keeping functions delegated by the Depositary, the list of delegates and sub-delegates and any conflicts of interest that may arise from such a delegation will be made available to the Shareholders on request from the ICAV.

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## ADMINISTRATOR & REGISTRAR AND TRANSFER AGENT

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The Manager has appointed State Street Fund Services (Ireland) Limited.

The Administrator was incorporated with limited liability in Ireland on 23 March 1992 under registration number 186184 and is engaged in the business of, inter alia, providing fund administration transfer agency and registrar services to and in respect of collective investment undertakings and investment companies.

Pursuant to the Administration Agreement, the Administrator will be responsible, under the ultimate supervision of the Manager, for providing administrative services required in connection with the ICAV's operations, including: (a) maintaining the accounting books and records of the ICAV; (b) compiling and publishing the Net Asset Value of all Share Classes of the ICAV; and (c) performing other administrative and clerical services necessary in connection with the administration of the ICAV.

The Administrator shall not be liable for any loss of any nature whatsoever suffered by the Manager, the Fund or the Shareholders in connection with the performance of its obligations under this Agreement, except to the extent that the loss results directly, from negligence, fraud, bad faith, recklessness or wilful default on the part of the Administrator or its directors, officers, employees, agents or delegates in the performance or non-performance of its obligations and/or duties under the Administration Agreement.

The ICAV undertakes to hold harmless and indemnify the Administrator out of the ICAV's assets on its own behalf and on behalf of its permitted delegates, employees and agents against all actions, proceedings and claims (including claims of any person purporting to be the beneficial owner of any part of the Investments or Shares) and against (a) all actions, proceedings and claims (including legal and professional expenses, and including claims of any person purporting to be the beneficial owner of any part of the Investments or Shares), (b) all reasonable costs, demands and expenses arising therefrom, which may be brought against, suffered or incurred by the Administrator, its permitted delegates, employees or agents in the proper performance of its obligations and/or duties, (c) all taxes on profits or gains of the Fund which may be assessed upon or become payable by the Administrator or its permitted delegates, employees or agents, and (d) any act or omission of the Fund, its subcontractors, or as a result of acting upon any instructions of or on behalf of, the Fund to the Administrator, provided that the Administrator complies with the applicable security procedures agreed by the Parties from time to time, provided that such indemnity shall not be given where the Administrator or its delegates, employees or agents is or are guilty of negligence, fraud, bad faith, recklessness or wilful default in the performance or non-performance of its duties.

Any party may terminate the Administration Agreement without the payment of any penalty on giving 90 days' prior written notice to the party. In addition, the Administration Agreement may be terminated by any party thereto without the payment of any penalty giving notice in writing for a number of reasons including if one of the parties notified shall go into liquidation or receivership or an examiner shall be appointed pursuant to the Irish Collective Asset-Management Vehicles Act 2015 or if either party breaches any of its obligations under the Administration Agreement and fails to remedy such breach within 30 days of receipt of notice requiring it to do so. In addition, the Administration Agreement may be terminated where the ICAV's authorisation is revoked by the Central Bank.

The Administrator is a service provider to the Manager and the ICAV and does not have any responsibility or authority to make investment decisions, nor render investment advice with respect to the assets of the ICAV. The Administrator has no responsibility for monitoring compliance by the ICAV or the Investment Manager with any investment policies or restrictions to which they are subject. The Administrator accepts no responsibility or liability for any losses suffered by the ICAV as a result of any breach of such policies or restrictions by the ICAV. The Administrator receives a fee in respect of its services in accordance with the terms of the Administration Agreement.

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## REMUNERATION POLICY

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The Manager has remuneration policies and practices in place consistent with the requirements of the UCITS Regulations and the ESMA Guidelines on sound remuneration policies under the UCITS Directive (“ESMA Remuneration Guidelines”). The Manager will procure that any delegate, including the Investment Manager, to whom such requirements also apply pursuant to the ESMA Remuneration Guidelines will have equivalent remuneration policies and practices in place.

The remuneration policy reflects the Manager's objective for good corporate governance, promotes sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile of the Funds or the Instrument of Incorporation. It is also aligned with the investment objectives of each Fund and includes measures to avoid conflicts of interest. The remuneration policy is reviewed on an annual basis (or more frequently, if required) by the board of directors of the Manager, to ensure that the overall remuneration system operates as intended and that the remuneration pay-outs are appropriate. This review will also ensure that the remuneration policy reflects best practice guidelines and regulatory requirements, as may be amended from time to time.

Details of the up-to-date remuneration policy of the Manager (including, but not limited to: (i) a description of how remuneration and benefits are calculated; (ii) the identities of persons responsible for awarding the remuneration and benefits; and (iii) the composition of the remuneration committee, where such a committee exists) will be available at [www.carnegroup.com/policies-and-procedures/](http://www.carnegroup.com/policies-and-procedures/) and a paper copy will be made available to Shareholders free of charge upon request.

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## MEETINGS OF AND REPORTS TO SHAREHOLDERS

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All general meetings of the ICAV will be held in Ireland. 21 days' notice (excluding the day of posting and the day of the meeting) will be given in respect of each general meeting of the ICAV. The notice will 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. The requirements for quorum and majorities at all general meetings are set out in the Instrument of Incorporation. Two members present in person or by proxy will constitute a quorum, save in the case of a meeting of any one Fund or Class where the quorum will be at least two Shareholders who hold at least one third of the Shares of the relevant Fund or Class and in either case if a quorum is not present and the meeting is adjourned one member may constitute the quorum. Under Irish law 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. Under Irish law, the Instrument of Incorporation can be amended only with the agreement of the Shareholders by special resolution.

The ICAV has determined not to convene an annual general meeting each year, unless otherwise required.

### ***Reports to Shareholders***

An annual report containing audited financial statements of the ICAV for the period ending 30 November in each year will be published within four months of year-end and will be available on the Website. The financial statements of the ICAV are to be prepared in accordance with IFRS. The paper copies of the most recent annual and semi-annual reports of the ICAV are available to the Shareholders free of charge on request from the Manager.

In addition, the ICAV will prepare and publish a half-yearly report for the period ending 31 May in each year which will include unaudited semi-annual accounts for the ICAV and each Fund. The unaudited semi-annual report will be published within two months of the end of the relevant period and will be available on the Website. The initial semi-annual report will be prepared for the period ending 31 May 2024.

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## TAXATION

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### Ireland

*The following is a summary of certain Irish tax consequences of the purchase, ownership and disposal of Shares. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant. The summary relates only to the position of persons who are the absolute beneficial owners of Shares and may not apply to certain other classes of persons.*

*The summary is based on Irish tax laws and the practice of the Irish Revenue Commissioners in effect on the date of this Prospectus (and is subject to any prospective or retroactive change). Potential investors in Shares should consult their own advisors as to the Irish or other tax consequences of the purchase, ownership and disposal of Shares.*

### Taxation of the ICAV

The ICAV intends to conduct its affairs so that it is Irish tax resident. On the basis that the ICAV is Irish tax resident, the ICAV qualifies as an 'investment undertaking' for Irish tax purposes and, consequently, is exempt from Irish corporation tax on its income and gains.

The Irish exit tax regime which is ordinarily applicable to an 'investment undertaking' does not apply to an 'investment undertaking', such as the ICAV, which is an ETF, provided the Shares of the ICAV remain held in a clearing system that is recognised by the Irish Revenue Commissioners (which currently includes Euroclear and Clearstream). As a result, the ICAV will not be obliged to account for any Irish exit tax (or other Irish tax) in respect of the Shares. Certain categories of Irish Shareholders will be required to self-account for Irish tax due, as described in more detail below.

If the Shares cease to be held in such a recognised clearing system, the ICAV would be obliged to account for Irish exit tax to the Irish Revenue Commissioners in certain circumstances.

### Taxation of Non-Irish Shareholders

Shareholders who are not resident (or ordinarily resident) in Ireland for Irish tax purposes will have no liability to Irish income tax or capital gains tax in respect of their Shares.

If a Shareholder is a company which holds its Shares through an Irish branch or agency, the Shareholder may be liable to Irish corporation tax (on a self-assessment basis) in respect of the Shares. Explanations of the terms '*resident*' and '*ordinarily resident*' are set out at the end of this summary.

### Taxation of Irish Shareholders

Shareholders who are resident (or ordinarily resident) in Ireland for Irish tax purposes will be obliged to account (on a self-assessment basis) for any Irish tax due arising on distributions, redemptions and disposals (including deemed disposals where Shares are held for eight years) in respect of the Shares. For Shareholders who are individuals, the applicable Irish tax rate is currently 41%. For Shareholders who are companies (other than dealers in securities), the applicable Irish tax rate is currently 25%.

### Irish Stamp Duty

No Irish stamp duty (or other Irish transfer tax) will apply to the issue transfer or redemption of Shares. If a Shareholder receives a distribution *in specie* of assets from the ICAV, a charge to Irish stamp duty could potentially arise.

### Irish Gift & Inheritance Tax

Irish capital acquisitions tax (at a rate of 33%) could apply to gifts or inheritances of the Shares (irrespective of the residence or domicile of the donor or donee) because the Shares could be treated as Irish situate assets. However, any gift or inheritance of Shares will be exempt from Irish capital acquisitions tax once:

- (a) the Shares are comprised in the gift/inheritance both at the date of the gift/inheritance and at the 'valuation date' (as defined for Irish capital acquisitions tax purposes);
- (b) the person from whom the gift/inheritance is taken is neither Domiciled nor ordinarily resident in Ireland at the date of the disposition; and
- (c) the person taking the gift/inheritance is neither Domiciled nor ordinarily resident in Ireland at the date of the gift/inheritance.

## **Meaning of Terms**

### *Meaning of 'Residence' for Companies*

A company which has its central management and control in Ireland is tax resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland on or after 1 January 2015 is tax resident in Ireland except where the company is regarded as not resident in Ireland under a double tax treaty between Ireland and another country.

### *Meaning of 'Residence' for Individuals*

An individual will be regarded as being tax resident in Ireland for a calendar year if the individual:

- (a) spends 183 days or more in Ireland in that calendar year; or
- (b) has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that calendar year together with the number of days spent in Ireland in the preceding year. Presence in Ireland by an individual of not more than 30 days in a calendar year will not be reckoned for the purposes of applying this 'two year' test.

An individual is treated as present in Ireland for a day if that individual is personally present in Ireland at any time during that day.

### *Meaning of 'Ordinary Residence' for Individuals*

The term 'ordinary residence' (as distinct from 'residence') relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity. An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year. An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which the individual is not resident. For example, an individual who is resident and ordinarily resident in Ireland in 2024 and departs Ireland in that year will remain ordinarily resident in Ireland up to the end of the tax year in 2027.

## **United Kingdom Taxation**

The following information is a summary of anticipated tax treatment in the United Kingdom ("UK"). This information is based on the law enacted in the UK on the date of the Prospectus, is subject to changes therein and is not exhaustive. The summary applies only to persons who hold their shares beneficially as an investment and who are resident in the UK for UK tax purposes.

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

## **The ICAV**

It is intended that the ICAV's affairs will be conducted in such a manner that it will not become resident in the UK. On the basis that the ICAV is not resident in the UK for tax purposes it should not be subject to UK corporation tax on its income and capital gains.

## **United Kingdom Investors**

### **(a) Gains (Offshore Funds Rules)**

The ICAV will fall within the offshore fund rules contained in Part 8 of the Taxation (International and Other Provisions) Act 2010 ("TIOPA") and the Offshore Funds (Tax) Regulations 2009. Under this legislation, any gain arising on the sale, disposal or redemption of a share in an offshore fund, or on conversion from one Fund to another, held by persons who are resident or ordinarily resident in the UK for tax purposes, will be taxed at the time of such sale, disposal, redemption or conversion as an offshore income gain subject to income tax for individual Shareholders or corporation tax for corporate Shareholders and will not be taxed under normal UK taxation of chargeable gains principles. This does not apply, however, for any Share Class which has been accepted by HM Revenue and Customs ("HMRC") as a "reporting fund" (or previously a Fund Share Class with distributor status) through the period during which the shares have been held.

In order to qualify for "reporting fund" status, a Share Class must meet certain annual reporting obligations including in particular the requirement to report 100% of its income. UK investors will be charged to tax on the higher of their share of the "reported income" of the Share Class and any cash distributions received from that Share Class.

A number of the Share Classes of the ICAV have been certified as reporting funds. The reportable income for each period will be made available on the Website at <https://www.abrdn.com/en/uk/investor/fund-centre/uk-reporting-regime> for each reporting period.

Where a Share Class has obtained reporting fund status, Shareholders who are resident or ordinarily resident in the UK will be liable to capital gains tax for individual Shareholders or corporation tax on capital gains for corporate Shareholders in respect of any gain realised on disposal or redemption of the Shares or on conversion from one Fund to another. Any such gain may however be reduced by any available exemption or relief.

For UK resident, or ordinarily resident individuals capital gains will be subject to tax at a rate of 10% where total capital gains, together with other taxable income, arising in a fiscal year do not exceed the basic rate band. Where capital gains, together with other taxable income, exceed the basic rate band they will be taxed at a rate of 20%. Individuals may still, depending on their circumstances, benefit from other reliefs and allowances (including the Annual Exempt Amount which exempts the first portion of gains for most individual UK residents).

Holders of Shares who are bodies corporate resident in the UK for taxation purposes will benefit from an indexation allowance which, in general terms, increases the capital gains tax base cost of an asset in accordance with the rise in the retail prices index.

### **(b) Income**

Individual Shareholders resident in the UK for tax purposes will be liable to UK income tax in respect of dividend or other income distributions of the ICAV. Dividend or other income distributions received by corporate Shareholders resident in the UK for tax purposes are exempt from the charge to tax.

In respect of individuals dividend income in excess of the taxpayers annual Dividend Allowance will be taxed at rates of 8.75% where this falls within the basic rate income tax band; 33.75% in the higher rate band; and 39.35% in the additional rate band.

For this purpose, dividends are treated as the top slice of the individual Shareholder's income.

Where a Fund is predominantly invested in interest bearing assets then distributions are treated as interest to corporate and individual investors and liable to UK income tax or corporation tax on the interest receipts as applicable. The

income tax charge for UK resident individual Shareholders will be at 20% for basic rate tax payers, at 40% for higher rate tax payers or at 45% for additional rate tax payers subject to the personal savings allowance detailed below.

From 6 April 2016, the introduction of a personal savings allowance exempts the first £1,000 of interest, including amounts taxable as interest, received or deemed to be received by United Kingdom resident individuals, from tax in the hands of basic rate taxpayers. The exempt amount will be reduced to £500 for higher rate taxpayers and additional rate taxpayers will not receive an allowance.

Where a Share Class has obtained reporting fund status, Shareholders will be subject to tax on the higher of their share of the "reported income" of the Share Class and any cash distributions received from that Share Class.

### **The Corporate Debt Regime**

Chapter 3 of Part 6 of the Corporation Tax Act 2009 ("CTA 2009") provides that, if at any time in an accounting period a corporate Shareholder within the charge to UK corporation tax holds an interest in an offshore fund within the meaning of the relevant provision of TIOPA, and there is a time in that period when that fund fails to satisfy the "non-qualifying investments test", the interest held by such a corporate Shareholder will be treated for the accounting period as if it were rights under a creditor relationship for the purposes of the rules relating to the taxation of corporate debt contained in Part 5 of CTA 2009 ("the Corporate Debt Regime"). A Fund will fail the "non-qualifying investments" test where at any time during an accounting period the Fund's investments constitute more than 60% (by market value) of qualifying investments. Qualifying investments are broadly those which yield a return directly or indirectly in the form of interest.

Certain of the ICAV's Funds, in particular the Bond Funds, will therefore be treated for corporation tax purposes as within the Corporate Debt Regime with the result that all returns on the Shares in respect of each UK corporate investor's accounting period (including gains, profits and deficits) will be taxed or relieved as an income receipt or expense on a "mark to market" basis of accounting or on a "fair value" basis of accounting. Accordingly, a corporate Shareholder in the ICAV may, depending on its own circumstances, incur a charge to corporation tax on an unrealised increase in the value of its holding of Shares (and, likewise, obtain relief against corporation tax for an unrealised reduction in the value of its holding of Shares).



## **Anti-Avoidance Provisions**

The attention of individuals ordinarily resident in the UK for UK tax purposes is drawn to the provisions of Chapter 2 of Part 13 of the UK Income Tax Act 2007 ("ITA"). Those provisions are aimed at preventing the avoidance of income tax by individuals through transactions resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad and may render them liable to taxation in respect of undistributed income and profits of the ICAV on an annual basis.

The attention of persons resident or ordinarily resident in the UK (and who, if they are individuals are domiciled in the UK) is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992. These provisions could result in certain adverse consequences for any person who, alone or together with associated persons, holds more than 10% of the Shares in the ICAV if, at the same time, the ICAV is controlled in such a manner as to render it a company that would, were it to have been resident in the UK, be a close company for UK taxation purposes. In particular, these provisions could, if applied, result in a person being treated, for the purposes of the UK taxation of chargeable gains, as if any part of any gain accruing to the ICAV (such as on disposal of its investments that constitutes a chargeable gain for those purposes) had accrued to that person directly (that part being equal to the proportion of the assets of the ICAV to which that person would be entitled on the winding up of the ICAV at the time when the chargeable gain accrued to the ICAV).

The attention of corporate shareholders resident in the UK is drawn to the provisions of Section 492 of the Corporation Tax Act 2009. These provisions seek to counter any arrangements under the bond fund rules, entered into for the purposes of tax avoidance. The provisions provide for the means by which adjustments should be made to counteract any tax advantage through the holder's tax return.

Advice on the application of these, and other anti-avoidance provisions (e.g. controlled foreign companies) should be sought by shareholders. All shareholders should independently confirm with their professional advisers whether there would be any consequences to them of acquiring, holding, redeeming, selling or converting Shares under the applicable laws of the jurisdictions to which they are subject, including any tax consequences. These consequences, including the availability of and the value of tax relief to Shareholders, will vary with the law and practice of the Shareholder's country of citizenship, residence, domicile or incorporation and with their personal circumstances. Prospective investors should be aware that any legislation in force at the date of investment is subject to change.

## **Stamp Duty and Stamp Duty Reserve Tax ("SDRT")**

The following comments are intended as a guide to the general stamp duty and SDRT position and do not relate to persons such as market makers, brokers, dealers or intermediaries or where the Shares are issued to a depositary, or clearing system, or nominees or agents. No UK stamp duty or SDRT will be payable on the issue of the Shares. No UK stamp duty will be payable on the transfer of the Shares, provided that all instruments effecting or evidencing the transfer are not executed in the UK and no matters or actions relating to the transfer are performed in the UK. Provided that the Shares are not registered in any register kept in the UK by or on behalf of the ICAV and that the Shares are not paired with shares issued by a company incorporated in the UK, any agreement to transfer the Shares will not be subject to UK SDRT.

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

## **German Taxation**

The following information is a summary of anticipated tax treatment in the Federal Republic of Germany ("Germany"). This information is based on the law enacted in Germany on the date of the Prospectus, is subject to changes therein and is not exhaustive. This summary applies only to those who are resident in Germany for tax purposes.

If you are in any doubt about your position, or if you may be subject to tax in a jurisdiction other than Germany, you should consult your professional adviser.

As of 1 January 2018, under the provisions for the so-called partial tax exemption (Teilfreistellung),

- 30% of the income of a German tax-resident private investor (i.e. holding the interest in the fund as private assets for tax purposes (steuerliches Privatvermögen)) that results from an investment in a fund qualifying as a so-called equity fund (Aktienfonds) as defined in section 2 paragraph 6 of the German Investment Tax Act (Investmentsteuergesetz) as applicable as of 1 January 2018 ("German Investment Tax Act") is exempt from German income tax (and from solidarity surcharge and, if applicable, church tax); and
- 15% of the income of such a German tax-resident private investor that results from an investment in a fund qualifying as a so-called mixed fund (Mischfonds) as defined in section 2 paragraph 7 of the German Investment Tax Act is exempt from German income tax (and from solidarity surcharge and, if applicable, church tax).

A fund qualifies as an equity fund (or mixed fund) if

- it is stipulated in its investment guidelines that it will continuously invest more than 50% (or 25%) of its total asset value in certain Qualifying Equity Instruments (as defined in section 2 paragraph 8 of the German Investment Tax Act) or an investor individually proves vis-à-vis the competent tax office that the respective limit was met throughout the respective calendar year for which the partial tax-exemption is claimed; and
- such requirement is continuously met in such calendar year.

Similar rules (though with different rates of partial tax exemption) apply to income generated by German individual business investors (i.e. holding the interest in the fund as business assets for tax purposes (steuerliches Betriebsvermögen)) and German tax-resident corporations from their investment in an equity fund or mixed fund, subject to certain exemptions, and a corresponding portion of any expenses they incur in relation to such an investment is not tax-deductible.

Certain Funds will invest continuously more than 50% or 25% of its total asset value in Qualifying Equity Instruments (as defined in section 2 paragraph 8 of the German Investment Tax Act)

However, it will depend on a number of factors – some of which are beyond the control of the fund manager – whether or not such minimum percentage will continuously be met – and, hence, whether the rules on the partial exemption will apply to German tax-resident investors – in any calendar year, in particular on the definition of qualifying participations and the interpretation of other legal provisions by the German tax authorities and German tax courts, how the instruments in which the respective Fund invests are classified (by the respective issuer and/or data providers) and on the value (market price) of the instruments held by the respective Fund. Therefore, no guarantee can be given that the funds noted above will qualify under the rules for the partial exemption.

Where appropriate, applicable information relating to the investments of a Fund are provided in the Relevant Supplement.

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

## **FATCA**

Ireland has an intergovernmental agreement with the United States of America (the "IGA") in relation to FATCA, of a type commonly known as a 'model 1' agreement. Ireland has also enacted regulations to introduce the provisions of the IGA into Irish law. The ICAV intends to carry on its business in such a way as to ensure that it is treated as complying with FATCA, pursuant to the terms of the IGA. Unless an exemption applies, the ICAV shall be required to register with the US Internal Revenue Service as a 'reporting financial institution' for FATCA purposes and report information to the Irish Revenue Commissioners relating to Shareholders who, for FATCA purposes, are specified US

persons, non-participating financial institutions or passive non-financial foreign entities that are controlled by specified US persons. Exemptions from the obligation to register for FATCA purposes and from the obligation to report information for FATCA purposes are available only in limited circumstances. Any information reported by the ICAV to the Irish Revenue Commissioners will be communicated to the US Internal Revenue Service pursuant to the IGA. It is possible that the Irish Revenue Commissioners may also communicate this information to other tax authorities pursuant to the terms of any applicable double tax treaty, intergovernmental agreement or exchange of information regime.

The ICAV should generally not be subject to FATCA withholding tax in respect of its US source income for so long as it complies with its FATCA obligations. FATCA withholding tax would only be envisaged to arise on US source payments to the ICAV if the ICAV did not comply with its FATCA registration and reporting obligations and the US Internal Revenue Service specifically identified the ICAV as being a 'non-participating financial institution' for FATCA purposes.

### **OECD Common Reporting Standard**

The automatic exchange of information regime known as the "Common Reporting Standard" proposed by the Organisation for Economic Co-operation and Development applies in Ireland. Under these measures, the ICAV is expected to be required to report information to the Irish Revenue Commissioners relating to Shareholders, including the identity, residence and tax identification number of Shareholders and details as to the amount of income and sale or redemption proceeds received by Shareholders in respect of the Shares. This information may then be shared by the Irish Revenue Commissioners with tax authorities in other Member States and other jurisdictions which implement the Common Reporting Standard.

In light of the above, Shareholders in the Funds will be required to provide certain information to the Funds to comply with the terms of the Common Reporting Standard.

### **Taxation of Chinese Equities**

The Ministry of Finance, the State Taxation Administration and China Securities Regulatory Commission of the People's Republic of China jointly issued notices in relation to the taxation rules on Shanghai – Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect under Caishui 2014 No.81 ("Notice No.81") on 31 October 2014 and Caishui 2016 No. 127 ("Notice No. 127") on 5 December 2016, respectively. Under Notice No.81 and Notice No. 127, CIT and individual income tax should be temporarily exempted on gains derived by Hong Kong and overseas investors (including the Funds) on the trading of China A-Shares through Stock Connect. However, Hong Kong and overseas investors are required to pay tax on dividends and/or bonus shares at the rate of 10% which will be withheld and paid to the relevant authority by the listed companies. Where an investor is a tax resident of another country that has signed a tax treaty with China and in which the stipulated income tax rate on stock dividends is less than 10%, the investor may apply to the competent tax authority of the relevant listed company to avail of the preferential treatment under the tax treaty, insofar as such a preferential treatment is granted to a fund.

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## **GENERAL**

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### **The Share Capital**

The ICAV may issue up to 500,000,000,002 Shares of no par value. The maximum issued Share capital of the ICAV shall be 500,000,000,002 Shares of no par value and the minimum issued Share capital of the ICAV shall be €2.

Each of the Shares entitles the Shareholder to participate equally on a pro rata basis in the dividends and net assets of the Fund in respect of which they are issued, save in the case of dividends declared prior to becoming a Shareholder. 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.

The Manager also reserves the right to redesignate any Class of Shares from time to time, provided that Shareholders in that Class will first have been notified by the ICAV that the Shares will be redesignated and will have been given the opportunity to have their Shares redeemed by the ICAV.

Each of the Shares entitles the holder to attend and vote at meetings of the ICAV and of the Fund represented by those Shares. The Instrument of Incorporation provides that matters may be determined at meetings of the 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. Each Shareholder will have one vote on a show of hands. Each Shareholder will be entitled to such number of votes as will be produced by dividing the aggregate NAV of that Shareholder's shareholding (expressed or converted into the Base Currency and calculated as of the relevant record date) by one. The "relevant record date" for these purposes will be a date being not more than thirty days prior to the date of the relevant general meeting or written resolution as determined by the Directors. Where a separate written resolution or general meeting of a particular Class or tranche of Shares is held, in such circumstances, the Shareholders' votes will be calculated by reference only to the NAV of each Shareholder's shareholding in that particular Class or tranche, as appropriate. The Subscriber Shareholders will have one vote for each Subscriber Share held. In relation to a resolution which in the opinion of the Directors affects more than one Class of Shares or gives or may give rise to a conflict of interest between the Shareholders of the respective Classes, such resolution will be deemed to have been duly passed, only if, in lieu of being passed through a single meeting of the Shareholders of those Classes, such resolution will have been passed at a separate meeting of the Shareholders of each such Class.

### **Data Privacy**

The ICAV will control and protect personal data in accordance with statutory obligations under applicable privacy and data protection laws, as described in greater detail in the privacy policy adopted by the ICAV. A copy of this privacy policy will be made available via the Website.

### **Material Contracts**

The following contracts have been entered into and are, or may be, material:

- (a) The Management Agreement;
- (b) The Investment Management Agreement;
- (c) The Depositary Agreement; and
- (d) The Administration Agreement.

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

Copies of the following documents are available for inspection free of charge during normal business hours on weekdays (Saturdays and public holidays excepted) at the registered office of the Administrator:

- (a) The Instrument of Incorporation;
- (b) The certificate of incorporation; and
- (c) The UCITS Regulations.

The Shareholders may obtain a copy of the Instrument of Incorporation free of charge, upon request at the registered office of the Administrator.

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**APPENDIX A – DEFINITIONS OF US PERSON AND NON-US PERSON**

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A. Regulation S Definition of US Person

- (1) **“US Person”** means:
- (a) any natural person resident in the United States;
  - (b) any partnership or corporation organised or incorporated under the laws of the United States;
  - (c) any estate of which any executor or administrator is a US Person;
  - (d) any trust of which any trustee is a US Person;
  - (e) any agency or branch of a foreign entity located in the United States;
  - (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
  - (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
  - (h) any partnership or corporation if:
    - (i) organised or incorporated under the laws of any foreign jurisdiction; and
    - (ii) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts.
- (2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States will not be deemed a “US Person.”
- (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person will not be deemed a “US Person” if:
- (a) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
  - (b) the estate is governed by foreign law.
- (4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person will not be deemed a US Person if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a “US Person.”
- (5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country will not be deemed a “US Person.”
- (6) Notwithstanding (1) above, any agency or branch of a US Person located outside the United States will not be deemed a “US Person” if:
- (a) the agency or branch operates for valid business reasons; and

(b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans will not be deemed "US Persons."

B. Under the Commodity Exchange Act, a "Non-United States Person" is defined as:

- (1) a natural person who is not a resident of the United States;
- (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a foreign jurisdiction and which has its principal place of business in a foreign jurisdiction;
- (3) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (4) an entity organised principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the entity held by persons who do not qualify as Non-United States Persons or otherwise as qualified eligible persons represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States Persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States Persons; and
- (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

C. Under the Code and the Treasury Regulations promulgated thereunder, a "US Person" is defined as:

- (1) an individual who is a US citizen or a US "resident alien." Currently, the term "resident alien" is defined to generally include an individual who (i) holds an Alien Registration Card (a "**green card**") issued by the US Immigration and Naturalization Service or (ii) meets a "substantial presence" test. The "substantial presence" test is generally met with respect to any current calendar year if (i) an individual is present in the US on at least 31 days during such year and (ii) the sum of (A) the number of days on which such individual is present in the US during the current year, (B) 1/3 of the number of such days during the first preceding year, and (C) 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days;
- (2) a corporation or partnership created or organised in the United States or under the law of the United States or any state;
- (3) a trust where (i) a US court is able to exercise primary supervision over the administration of the trust and (ii) one or more US Persons have the authority to control all substantial decisions of the trust; and
- (4) an estate that is subject to US tax on its worldwide income from all sources.

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## APPENDIX B – RECOGNISED MARKETS

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The following exchanges and markets constitute Recognised Markets for the purposes of this Prospectus:

Any stock exchange located in any Member State (except Malta), & located in a member state of the EEA (except Liechtenstein).

Any stock exchange of the following member countries of the OECD: Australia, Canada, Japan, Hong Kong, New Zealand, Norway, Switzerland, United Kingdom and the United States of America.

Any of the following stock exchanges:

- Argentina
  - Buenos Aires Stock Exchange
  - Cordoba Stock Exchange
  - La Plata Stock Exchange
  - Mendoza Stock Exchange
  - Rosario Stock Exchange
  - Bolsa de Comercio de Santa Fe
  - Mercado Abierto Electrónico (MAE) Mercado a Termino de Rosario
  - Mercado de Valores de Rosario
  - Mercados de Futuros y Opciones SA (Merfox)
- Bangladesh
  - Dhaka Stock Exchange
  - Chittagong Stock Exchange
- Botswana
  - Botswana Stock Exchange
  - Serowe Stock Exchange
- Brazil
  - Rio de Janeiro Stock Exchange
  - Sao Paulo Stock Exchange
  - Bahia-Sergipe-Alagoas Stock Exchange
  - Brasilia Stock Exchange
  - Extremo Sul Porto Alegre Stock Exchange
  - Minas Esperito Santo Stock Exchange
  - Parana Curitiba Stock Exchange
  - Pernambuco e Paraiba Recife Stock Exchange
  - Regional Fortaleza Stock Exchange
  - Santos Stock Exchange
- Chile
  - Santiago Stock Exchange
  - Valparaiso Stock Exchange
  - Bolsa Electronica de Chile
- China
  - Shanghai Securities Exchange
  - Shenzhen Stock Exchange
- Colombia
  - Colombian Stock Exchange
  - Bogota Stock Exchange
  - Medellin Stock Exchange
  - Occidente Stock Exchange
- Egypt
  - Cairo and Alexandria Stock Exchange
- Ghana
  - Ghana Stock Exchange
- Hong Kong
  - The Stock Exchange of Hong Kong Limited
- India
  - The National Stock Exchange of India
  - Metropolitan Stock Exchange of India Ltd
  - The Stock Exchange, Mumbai
  - Delhi Stock Exchange
  - Ahmedabad Stock Exchange
  - Bangalore Stock Exchange
  - Cochin Stock Exchange

	Guwahati Stock Exchange
	Magadh Stock Exchange
	Pune Stock Exchange
	Hyderabad Stock Exchange
	Ludhiana Stock Exchange
	Uttar Pradesh Stock Exchange
	Calcutta Stock Exchange
	Bombay Stock Exchange
	Madras Stock Exchange
	Delhi Stock Exchange
	Gauhati Stock Exchange
	Magadh Stock Exchange
-	Indonesia
	Jakarta Stock Exchange
	Surabaya Stock Exchange
-	Israel
-	Jordan
-	Kazakhstan
-	Kenya
-	Korea (South)
	Korea Stock Exchange
	KOSDAQ
	Korea Futures Exchange
	Korean Securities Dealers Association
-	Kuwait
-	Malaysia
	Kuwait Stock Exchange
	Kuala Lumpur Stock Exchange
	The Bursa Malaysia Berhad
	Bumipatra Stock Exchange
-	Mauritius
-	Morocco
-	Mexico
	Stock Exchange of Mauritius
	Casablanca Stock Exchange
	Mexico Stock Exchange
	Mercado Mexicana de Derivados
-	Nigeria
	Nigerian Stock Exchange
	Lagos Stock Exchange
	Kaduna Stock Exchange
	Port Harcourt Stock Exchange
-	Oman
-	Peru
-	Philippines
-	Qatar
-	Russia
-	Saudi Arabia
	Muscat Securities Market
	Lima Stock Exchange
	Philippines Stock Exchange
	Doha Securities Market
	Moscow Exchange
	Saudi Stock Exchange (Tadawul)
	Riyadh Stock Exchange
-	Serbia
-	Singapore
	Belgrade Stock Exchange
	Singapore Stock Exchange
	SESDAQ
-	South Africa
-	Taiwan
	Johannesburg Stock Exchange
	Taiwan Stock Exchange
	GreTai Securities Market (GTSM)
	Taiwan Futures Exchange (TAIFEX)
-	Thailand
	Stock Exchange of Thailand
	Market for Alternative Investments (MAI)
-	Turkey
-	United Arab Emirates (UAE)
	Istanbul Stock Exchange
	Abu Dhabi Securities Market (ADX)
	Borse Dubai
	Dubai: Financial Market (DFM)
	Dubai: Gold and Commodities Exchange
	Dubai: International Financial Exchange (DIFX)



- Vietnam
  - Dubai: Mercantile Exchange
  - Ho Chi Min Stock Exchange (HOSE)
  - Ho Chi Minh Securities Trading Center
  - Hanoi Securities Trading Center

The following markets:

- the market organised by the International Capital Market Association;
- the market conducted by “listed money market institutions” as described in the Financial Services Authority Publication “The Regulation of the Wholesale Cash and Derivatives Markets under Section 43 of the Financial Services Act 1986 (The Grey Paper)” dated June 1999 (as amended from time to time);
- (a) NASDAQ in the United States, (b) the market in the US government securities conducted by the primary dealers regulated by the Federal Reserve Bank of New York; and (c) the over-the-counter market in the United States conducted by primary dealers and secondary dealers regulated by the Securities and Exchange Commission and the Financial Industry Regulatory Authority and by banking institutions regulated by the US Comptroller of Currency, the Federal Reserve System or Federal Deposit Insurance Corporation;
- the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;
- AIM - the alternative investment market in the U.K. regulated and operated by the London Stock Exchange;
- the French market for “Titres de Creance Negotiable” (over-the-counter market in negotiable instruments); and
- the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada.
- Multilateral Trading Facilities which meet with applicable regulatory criteria, as same may be amended from time to time.

## DERIVATIVES MARKETS

In the case of an investment in Derivatives, in any Derivative market approved in Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden or the United Kingdom and the following exchanges or markets:

American Stock Exchange, Chicago Mercantile Exchange, Chicago Board of Options Exchange, Chicago Board of Trade, Coffee, Sugar and Cocoa Exchange, Iowa Electronic Markets, Kansas City Board of Trade, Mid-American Commodity Exchange, Minneapolis Grain Exchange, New York Cotton Exchange, New York Mercantile Exchange, New York Futures Exchange, Twin Cities Board of Trade, CME Group, Montreal Derivatives Exchange, China Financial Futures Exchange, Dalian Commodity Exchange, Shanghai Futures Exchange, Zhengzhou Commodity Exchange, China Interbank Bond Market, Hong Kong Futures Exchange, Ace Derivatives & Commodity Exchange, Indonesia Commodity and Derivatives Exchange, Bursa Malaysia Derivatives Berhad, Singapore International Monetary Exchange, Singapore Commodity Exchange, Tokyo Financial Exchange, Tokyo Commodity Exchange, Taiwan Futures Exchange, Thailand Futures Exchange, Agricultural Futures Exchange of Thailand, Singapore Commodity Exchange, Singapore Mercantile Exchange, New Zealand Exchange, Athens Derivative Exchange, Borsa Italiana (IDEM), EUREX Deutschland, EUREX Zurich, EUREX for Bunds, OATs, BTPs, Euronext Derivatives Amsterdam, Euronext Derivatives Brussels, Euronext Derivatives Paris, ICE Futures Europe, London Metal Exchange, Meff Renta Variable (Madrid), OMX Nordic Exchange Copenhagen, OMX Nordic Exchange Stockholm and South African Futures Exchange, participant exchanges of the Options Clearing Corporation.

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

With the exception of permitted investments in unlisted securities the ICAV will only invest in securities traded on a stock exchange or market which meets with the regulatory criteria (regulated, operated regularly, recognised and open to the public).

## APPENDIX C – INVESTMENT RESTRICTIONS

The assets of each Fund will be invested in accordance with the investment restrictions contained in the UCITS Regulations which are summarised below and such additional investment restrictions, if any, as may be adopted by the Directors, the details of such additional investment restrictions will be set out below and / or in the Relevant Supplement.

<b>1</b>	<b>Permitted Investments</b>
<b>1.1</b>	Investments of a UCITS are confined to: Transferable securities and Money-Market Instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
<b>1.2</b>	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
<b>1.3</b>	Money-Market Instruments other than those dealt on a regulated market.
<b>1.4</b>	Units of UCITS.
<b>1.5</b>	Units of alternative investment funds.
<b>1.6</b>	Deposits with credit institutions.
<b>1.7</b>	Derivatives.
<b>2</b>	<b>Investment Restrictions</b>
<b>2.1</b>	A UCITS may invest no more than 10% of net assets in transferable securities and Money-Market Instruments other than those referred to in paragraph 1.
<b>2.2</b>	Recently Issued Transferable Securities Subject to paragraph (2) a responsible person shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations 2011 apply. Paragraph (1) does not apply to an investment by a responsible person in US Securities known as “ Rule 144 A securities” provided that; (a) the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue; and (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.
<b>2.3</b>	A UCITS may invest no more than 10% of net assets in transferable securities or Money-Market Instruments issued by the same body provided that the total value of transferable securities and Money-Market Instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
<b>2.4</b>	Subject to the prior approval of the Central Bank, the limit of 10% (in 2.3) may be 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 across all issuers may not exceed 80% of the Net Asset Value of the UCITS.
<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.
<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.

2.7	Cash booked in accounts and held as ancillary Liquidity shall not exceed 20% of the net assets of the UCITS.
2.8	<p>The risk Exposure of a UCITS to a counterparty to an OTC Derivatives may not exceed 5% of net assets.</p> <p>This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.</p>
2.9	<p>Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:</p> <ul style="list-style-type: none"> <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>
2.10	The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that Exposure to a single body shall not exceed 35% of net assets.
2.11	Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and Money-Market Instruments within the same group.
2.12	<p>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:  OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC.</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>
3.1	A UCITS may not invest more than 20% of net assets in any one CIS.
3.2	Investment in alternative investment funds may not, in aggregate, exceed 30% of net assets.
3.3	The CIS are prohibited from investing more than 10 per cent of net assets in other open-ended CIS.
3.4	When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.

3.5	Where by virtue of investment in the units of another investment fund, a responsible person, an investment manager or an investment advisor receives a commission on behalf of the UCITS (including a rebated commission), the responsible person shall ensure that the relevant commission is paid into the property of the UCITS.
4	<b>Index Tracking UCITS</b>
4.1	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank.
4.2	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
5	<b>General Provisions</b>
5.1	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.
5.2	<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>
5.3	<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 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.</li> <li>(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.</li> </ul>
5.4	UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or Money-Market Instruments which form part of their assets.
5.5	The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.

<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>	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: <ul style="list-style-type: none"> <li>- transferable securities;</li> <li>- Money-Market Instruments*;</li> <li>- units of investment funds; or</li> <li>- Derivatives.</li> </ul>
<b>5.8</b>	A UCITS may hold ancillary liquid assets.
<b>6</b>	<b>Derivatives</b>
<b>6.1</b>	A UCITS' global Exposure relating to Derivatives must not exceed its total net asset value.
<b>6.2</b>	Position Exposure to the underlying assets of Derivatives, including embedded Derivatives 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 Derivatives provided the underlying index is one which meets with the criteria set out in Central Bank UCITS Regulations.)
<b>6.3</b>	UCITS may invest in Derivatives dealt in over-the-counter (OTC) provided that the counterparties to over-the-counter (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
<b>6.4</b>	Investment in Derivatives are subject to the conditions and limits laid down by the Central Bank

Notwithstanding the limits set out in sections 3.1 and 3.2 above, a Fund shall not have greater than 10% Exposure in aggregate to collective investment schemes, unless otherwise disclosed in the Relevant Supplement.

The ICAV shall not acquire commodities, precious metals or certificates representing them.

The Directors, in consultation with the Manager, may at their absolute discretion from time to time impose such further investment restrictions as shall be compatible with or in the interests of investors, in order to comply with the laws and regulations of the countries where investors are located.

The investment restrictions referred to above are deemed to apply at the time of purchase of the investments. If such limits are exceeded for reasons beyond the control of the ICAV, or as a result of the exercise of subscription rights, the ICAV must adopt, as a priority objective, the remedying of the situation, taking due account of the interests of Shareholders.

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\* Any short selling of Money-Market Instruments by UCITS is prohibited

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**APPENDIX D – THE DEPOSITARY’S SUB-CUSTODIANS**

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The Depositary has delegated custody and safekeeping of the ICAV’s assets to the following third-party delegates in the referenced markets as sub-custodians of the ICAV’s assets:

<b>Country</b>	<b>Sub-Custodian</b>
<b>Albania</b>	<b>Raiffeisen Bank sh.a.</b> Tish Daija Komplexi Kika 2, Tirana, Albania LEI: 529900XTU9H3KES1B287
<b>Argentina</b>	<b>Citibank, N.A.</b> Bartolome Mitre 530 <b>1036</b> Buenos Aires, Argentina LEI: E57ODZWZ7FF32TWEFA76
<b>Australia</b>	<b>The Hongkong and Shanghai Banking Corporation Limited</b> HSBC Securities Services Level 3, 10 Smith St., Parramatta, NSW <b>2150</b> , Australia LEI: 2HI3YI5320L3RW6NJ957
<b>Austria</b>	<b>UniCredit Bank Austria AG</b> Global Securities Services Austria Rothschildplatz 1 <b>A-1020</b> Vienna, Austria LEI: D1HEB8VEU6D9M8ZUXG17
<b>Bahrain</b>	<b>First Abu Dhabi Bank P.J.S.C.</b> Unit 1601, 10th Floor, Building 1565, Road 1722, Block 317 Diplomatic Area, Manama, Kingdom of Bahrain LEI: 2138002Y3WMK6RZS8H90
<b>Bangladesh</b>	<b>Standard Chartered Bank</b> Silver Tower, Level 7 52 South Gulshan Commercial Area Gulshan 1, Dhaka <b>1212</b> , Bangladesh LEI: RILFO74KP1CM8P6PCT96
<b>Belgium</b>	<b>BNP Paribas Securities Services, S.C.A.</b> (operating through its Paris branch with support from its Brussels branch) 9, rue du Débarcadère <b>93500</b> Pantin, France LEI: 549300WCGB70D06XZS54
<b>Benin</b>	<b>via Standard Chartered Bank Côte d’Ivoire S.A., Abidjan, Ivory Coast</b> 23, Bld de la République 17 BP 1141 Abidjan <b>17</b> Côte d’Ivoire LEI: 54930016MQBB2NO5NB47

<b>Bermuda</b>	<b>HSBC Bank Bermuda Limited</b> 6 Front Street Hamilton, <b>HM06</b> , Bermuda LEI: 0W1U67PTV5WY3WYWKD79
<b>Federation of Bosnia and Herzegovina</b>	<b>UniCredit Bank d.d.</b> Zelenih beretki 24 <b>71 000</b> Sarajevo Federation of Bosnia and Herzegovina LEI: 549300RGT0JMDJZKVG34
<b>Botswana</b>	<b>Standard Chartered Bank Botswana Limited</b> 4th Floor, Standard Chartered House Queens Road The Mall Gaborone, Botswana LEI: 5493007VY27WWF8FF542
<b>Brazil</b>	<b>Citibank, N.A.</b> AV Paulista 1111 São Paulo, <b>SP 01311-920</b> Brazil LEI: E57ODZWZ7FF32TWEFA76
<b>Bulgaria</b>	<b>Citibank Europe plc, Bulgaria Branch</b> Serdika Offices, 10th floor 48 Sitnyakovo Blvd. <b>1505</b> Sofia, Bulgaria LEI: N1FBEDJ5J41VKZLO2475
	<b>UniCredit Bulbank AD</b> 7 Sveta Nedelya Square <b>1000</b> Sofia, Bulgaria LEI: 549300Z7V2WOFIMUEK50
<b>Burkina Faso</b>	<b>via Standard Chartered Bank Côte d'Ivoire S.A., Abidjan, Ivory Coast</b> 23, Bld de la République 17 BP 1141 Abidjan <b>17</b> Côte d'Ivoire LEI: 54930016MQBB2NO5NB47
<b>Canada</b>	<b>State Street Trust Company Canada</b> 30 Adelaide Street East, Suite 800 Toronto, ON Canada <b>M5C 3G6</b> LEI: 549300L71XG2CTQ2V827
<b>Chile</b>	<b>Banco de Chile</b> Ahumada 251 Santiago, Chile LEI: 8B4EZF8IHJC44TT2K84



<b>People's Republic of China</b>	<p><b>HSBC Bank (China) Company Limited</b>  (as delegate of The Hongkong and Shanghai Banking Corporation Limited)  33<sup>rd</sup> Floor, HSBC Building, Shanghai IFC  8 Century Avenue  Pudong, Shanghai, People's Republic of People's Republic of China (<b>200120</b>)  LEI: 2CZOJRADNJXBLT55G526</p>
	<p><b>China Construction Bank Corporation</b>  No.1 Naoshikou Street  Chang An Xing Rong Plaza  Beijing <b>100032-33</b>, People's Republic of China  LEI: 5493001KQW6DM7KEDR62</p>
<b>China Connect</b>	<p><b>Standard Chartered Bank (Hong Kong) Limited</b>  15<sup>th</sup> Floor Standard Chartered Tower  388 Kwun Tong Road  Kwun Tong, Hong Kong  LEI: X5AV1MBDXGRP5UGMX13</p>
<b>Colombia</b>	<p><b>Cititrust Colombia S.A. Sociedad Fiduciaria</b>  Carrera 9A, No. 99-02  Bogotá DC, Colombia  LEI: SSER7O0CV66FF0PRYK94</p>
<b>Costa Rica</b>	<p><b>Banco BCT S.A.</b>  160 Calle Central  Edificio BCT  San José, Costa Rica  LEI: 25490061PVFNGN0YMO97</p>
<b>Croatia</b>	<p><b>Privredna Banka Zagreb d.d.</b>  Custody Department  Radnička cesta 50  <b>10000</b> Zagreb, Croatia  LEI: 549300ZHFZ4CSK7VS460</p>
	<p><b>Zagrebacka Banka d.d.</b>  Savska 60  <b>10000</b> Zagreb, Croatia  LEI: PRNXTNXHBI0TSY1V8P17</p>
<b>Cyprus</b>	<p><b>BNP Paribas Securities Services, S.C.A., Greece</b>  (operating through its Athens branch)  2 Lampsakou Str.  <b>115 28</b> Athens, Greece  LEI: 549300WCGB70D06XZS54</p>

<b>Czech Republic</b>	<b>Československá obchodní banka, a.s.</b> Radlická 333/150 <b>150 57</b> Prague 5, Czech Republic LEI: Q5BP2UEQ48R75BOTCB92
	<b>UniCredit Bank Czech Republic and Slovakia, a.s.</b> BB Centrum – FILADELFIE Želetavská 1525/1 <b>140 92</b> Praha 4 - Michle, Czech Republic LEI: KR6LSKV3BTSJRD41IF75
<b>Denmark</b>	<b>Skandinaviska Enskilda Banken AB (publ), Sweden</b> (operating through its Copenhagen branch) Bernstorffsgade 50 <b>1577</b> Copenhagen, Denmark LEI: F3JS33DEI6XQ4ZBPTN86
<b>Egypt</b>	<b>Citibank, N.A.</b> Boomerang Building – Plot 48 – AlSalam Axis Street First District – 5th Settlement <b>11835</b> Cairo, Egypt LEI: E57ODZWZ7FF32TWEFA76
<b>Estonia</b>	<b>AS SEB Pank</b> Tornimäe 2 <b>15010</b> Tallinn, Estonia LEI: 549300ND1MQ8SNNYMJ22
<b>Finland</b>	<b>Skandinaviska Enskilda Banken AB (publ), Sweden</b> (operating through its Helsinki branch) Securities Services Box 630 <b>SF-00101</b> Helsinki, Finland LEI: F3JS33DEI6XQ4ZBPTN86
<b>France</b>	<b>BNP Paribas Securities Services, S.C.A.</b> 9, rue du Débarcadère <b>93500</b> Pantin, France LEI: 549300WCGB70D06XZS54
<b>Republic of Georgia</b>	<b>JSC Bank of Georgia</b> 29a Gagarini Str. Tbilisi <b>0160</b> , Georgia LEI: 549300RPLD8RXL49Z691
<b>Germany</b>	<b>State Street Bank International GmbH</b> Brienner Strasse 59 <b>80333</b> Munich, Germany LEI: ZMHGNT7ZPKZ3UFZ8EO46

	<p><b>Deutsche Bank AG</b>  Alfred-Herrhausen-Allee 16-24  <b>D-65760</b> Eschborn, Germany  LEI: 7LTWFZYICNSX8D621K86</p>
<b>Ghana</b>	<p><b>Standard Chartered Bank Ghana Plc</b>  P. O. Box 768  1st Floor  High Street Building  Accra, Ghana  LEI: 549300WFGKTC3MGDCX95</p>
<b>Greece</b>	<p><b>BNP Paribas Securities Services, S.C.A.</b>  2 Lampsakou Str.  <b>115 28</b> Athens, Greece  LEI: 549300WCGB70D06XZS54</p>
<b>Guinea-Bissau</b>	<p><b>via Standard Chartered Bank Côte d'Ivoire S.A., Abidjan, Ivory Coast</b>  23, Bld de la République  17 BP 1141 Abidjan <b>17</b> Côte d'Ivoire  LEI: 54930016MQBB2NO5NB47</p>
<b>Hong Kong</b>	<p><b>The Hongkong and Shanghai Banking Corporation Limited</b>  Level 30,  HSBC Main Building  1 Queen's Road  Central, Hong Kong  LEI: 2HI3YI5320L3RW6NJ957</p>
<b>Hungary</b>	<p><b>Citibank Europe plc Magyarországi Fióktelepe</b>  7 Szabadság tér, Bank Center  Budapest, <b>H-1051</b> Hungary  LEI: N1FBEDJ5J41VKZLO2475</p>
	<p><b>UniCredit Bank Hungary Zrt.</b>  6th Floor  Szabadság tér 5-6  <b>H-1054</b> Budapest, Hungary  LEI: Y28RT6GGYJ696PMW8T44</p>
<b>Iceland</b>	<p><b>Landsbankinn hf.</b>  Austurstræti 11  <b>155</b> Reykjavik, Iceland  LEI: 549300TLZPT6JELDWM92</p>
<b>India</b>	<p><b>Deutsche Bank AG</b>  Block B1, 4th Floor, Nirlon Knowledge Park  Off Western Express Highway  Goregaon (E)  Mumbai <b>400 063</b>, India  LEI: 7LTWFZYICNSX8D621K86</p>

	<p><b>Citibank, N.A.</b> FIFC, 11th FloorC-54/55, G Block, Bandra Kurla Complex, Bandra (East), Mumbai <b>400 098</b>, India LEI: E57ODZWZ7FF32TWEFA76</p> <p><b>The Hongkong and Shanghai Banking Corporation Limited</b> 11F, Building 3, NESCO - IT Park, NESCO Complex, Western Express Highway Goregaon (East), Mumbai <b>400 063</b>, India LEI: 2HI3YI5320L3RW6NJ957</p>
<b>Indonesia</b>	<p><b>Standard Chartered Bank</b> Menara Standard Chartered 5th floor Jl. Prof. Dr. Satrio No. 164, Jakarta <b>12930</b>, Indonesia LEI: RILFO74KP1CM8P6PCT96</p> <p><b>Deutsche Bank AG</b> Deutsche Bank Building, 5th floor Jl. Imam Bonjol, No. 80 Jakarta <b>10310</b>, Indonesia LEI: 7LTWFZYICNSX8D621K86</p>
<b>Israel</b>	<p><b>Bank Hapoalim B.M.</b> 50 Rothschild Boulevard Tel Aviv, Israel <b>61000</b> LEI: B6ARUI4946ST4S7WOU88</p>
<b>Italy</b>	<p><b>Intesa Sanpaolo S.p.A.</b> Financial Institutions – Transactions Services Piazza della Scala, 6 <b>20121</b> Milan, Italy LEI: 2W8N8UU78PMDQKZENC08</p>
<b>Ivory Coast</b>	<p><b>Standard Chartered Bank Côte d'Ivoire S.A.</b> 23, Bld de la République 17 BP 1141 Abidjan <b>17</b> Côte d'Ivoire LEI: 54930016MQBB2NO5NB47</p>
<b>Japan</b>	<p><b>Mizuho Bank, Limited</b> Shinagawa Intercity Tower A 2-15-1, Konan, Minato-ku Tokyo <b>108-6009</b>, Japan LEI: RB0PEZSDGCO3JS6CEU02</p>

	<p><b>The Hongkong and Shanghai Banking Corporation Limited</b>  HSBC Building  11-1 Nihonbashi 3-chome, Chuo-ku  Tokyo <b>1030027</b>, Japan  LEI: 2HI3YI5320L3RW6NJ957</p>
<b>Jordan</b>	<p><b>Standard Chartered Bank</b>  Shmeissani Branch  Al-Thaqafa Street, Building # 2  P.O. Box 926190  Amman <b>11110</b>, Jordan  LEI: RILFO74KP1CM8P6PCT96</p>
<b>Kazakhstan</b>	<p><b>JSC Citibank Kazakhstan</b>  Park Palace, Building A,  41 Kazibek Bi street,  Almaty <b>A25T0A1</b>, Kazakhstan  LEI: 95XXGORQK31JZP82OG22</p>
<b>Kenya</b>	<p><b>Standard Chartered Bank Kenya Limited</b>  Custody Services  Standard Chartered @ Chiromo, Level 5  48 Westlands Road  P.O. Box 40984 – 00100 GPO  Nairobi, Kenya  LEI: 549300RBHWW5EJIRG629</p>
<b>Republic of Korea</b>	<p><b>The Hongkong and Shanghai Banking Corporation Limited</b>  8F  HSBC Building #37  Chilpae-ro  Jung-gu, Seoul <b>04511</b>, Korea  LEI: 2HI3YI5320L3RW6NJ957</p> <p><b>Deutsche Bank AG</b>  12F, Centropolis Tower A,  26, Ujeongguk-ro, Jongno-gu,  <b>03161</b> Seoul, KoreaLEI: 7LTFWZYICNSX8D621K86</p>
<b>Kuwait</b>	<p><b>HSBC Bank Middle East Limited</b>  (as delegate of The Hongkong and Shanghai Banking Corporation Limited)  Kuwait City, Sharq Area  Abdulaziz Al Sager Street  Al Hamra Tower, 37F  P. O. Box 1683, Safat <b>13017</b>, Kuwait  LEI: 549300F99IL9YJDWH369</p>

<b>Latvia</b>	<b>AS SEB banka</b> Unicentrs, Valdlauči <b>LV-1076</b> Kekavas pag., Rigas raj., Latvia LEI: 549300YW95G1VBBGGV07
<b>Lithuania</b>	<b>AB SEB bankas</b> Konstitucijos Ave. 24 <b>LT 08105</b> Vilnius, Lithuania LEI: 549300SBPFE9JX7N8J82
<b>Malawi</b>	<b>Standard Bank PLC</b> Kaomba Centre Cnr. Victoria Avenue & Sir Glyn Jones Road Blantyre, Malawi LEI: 2549004FJV2K9P9UCU04
<b>Malaysia</b>	<b>Standard Chartered Bank Malaysia Berhad</b> Menara Standard Chartered 30 Jalan Sultan Ismail <b>50250</b> Kuala Lumpur, Malaysia LEI: 549300JTJBG2QBI8KD48
<b>Mali</b>	<b>via Standard Chartered Bank Côte d'Ivoire S.A., Abidjan, Ivory Coast</b> 23, Bld de la République 17 BP 1141 Abidjan 17 Côte d'Ivoire LEI: 54930016MQBB2NO5NB47
<b>Mauritius</b>	<b>The Hongkong and Shanghai Banking Corporation Limited</b> 6F HSBC Centre 18 CyberCity Ebene, Mauritius LEI: 2HI3YI5320L3RW6NJ957
<b>Mexico</b>	<b>Banco Nacional de México, S.A.</b> 3er piso, Torre Norte Act. Roberto Medellín No. 800 Col. Santa Fe Mexico, DF <b>01219</b> LEI: 2SFFM4FUIE05S37WUFU55

<b>Morocco</b>	<p><b>Citibank Maghreb S.A.</b>  Zénith Millénium Immeuble1  Sidi Maârouf – B.P. 40  Casablanca <b>20190</b>, Morocco  LEI: 5493003FVWLMBFTISI11</p>
<b>Namibia</b>	<p><b>Standard Bank Namibia Limited</b>  Standard Bank Center  Cnr. Werner List St. and Post St. Mall  2nd Floor  Windhoek, Namibia  LEI: 254900K6TJFDYKSQWV49</p>
<b>Netherlands</b>	<p><b>BNP Paribas Securities Services, S.C.A.</b>  (operating through its Paris branch with support from its Amsterdam branch)  9, rue du Débarcadère  <b>93500</b> Pantin, France  LEI: 549300WCGB70D06XZS54</p>
<b>New Zealand</b>	<p><b>The Hongkong and Shanghai Banking Corporation Limited</b>  Level 21, HSBC Tower  188 Quay St.  Auckland <b>1010</b>, New Zealand  LEI: 2HI3YI5320L3RW6NJ957</p>
<b>Niger</b>	<p><b>via Standard Chartered Bank Côte d'Ivoire S.A., Abidjan, Ivory Coast</b>  23, Bld de la République  17 BP 1141 Abidjan <b>17</b> Côte d'Ivoire  LEI: 54930016MQBB2NO5NB47</p>
<b>Nigeria</b>	<p><b>Stanbic IBTC Bank Plc.</b>  Plot 1712  Idejo St  Victoria Island,  Lagos <b>101007</b>, Nigeria  LEI: 549300NIVXF92ZIOVW61</p>
<b>Norway</b>	<p><b>Skandinaviska Enskilda Banken AB (publ), Sweden</b> (operating through its Oslo branch)  P.O. Box 1843 Vika  Filipstad Brygge 1  <b>N-0123</b> Oslo, Norway  LEI: F3JS33DEI6XQ4ZBPTN86</p>

<p><b>Oman</b></p>	<p><b>First Abu Dhabi Bank P.J.S.C.</b>  Ruwi, CBD area,  P. O. Box. 303,  Muscat, P. C. 100  Sultanate of Oman  LEI: 2138002Y3WMK6RZS8H90</p>
<p><b>Pakistan</b></p>	<p><b>Deutsche Bank AG</b>  Avari Plaza 242 &amp; 243  Fatima Jinnah Road  Karachi – <b>75530</b>, Pakistan  LEI: 7LTWFZYICNSX8D621K86</p> <p><b>Citibank, N.A.</b>  15<sup>th</sup> Floor, The Harbour Front  Dolmen City  Block 4, Scheme 5 Clifton  Karachi - <b>75500</b>, Pakistan  LEI: E57ODZWZ7FF32TWEFA76</p>
<p><b>Panama</b></p>	<p><b>Citibank, N.A.</b>  Boulevard Punta Pacifica  Torre de las Americas  Apartado  Panama City, Panama <b>0834-00555</b>  LEI: E57ODZWZ7FF32TWEFA76</p>
<p><b>Peru</b></p>	<p><b>Citibank del Perú, S.A.</b>  Canaval y Moreyra 480  3<sup>rd</sup> Floor,  San Isidro, Lima <b>27</b>, Peru  LEI: MYTK5NHHP1G8TVFGT193</p>
<p><b>Philippines</b></p>	<p><b>Standard Chartered Bank</b>  8th Floor, Skyplaza Building  6788 Ayala Avenue  Makati City, Philippines  LEI: RILFO74KP1CM8P6PCT96</p>



<b>Poland</b>	<b>Bank Handlowy w Warszawie S.A.</b> ul. Senatorska 16 <b>00-293</b> Warsaw, Poland LEI: XLEZHWWOI4HFQDGL4793
<b>Portugal</b>	<b>Citibank Europe plc, Dublin, Ireland</b> 1 North Wall Quay Dublin 1, Ireland LEI: N1FBEDJ5J41VKZLO2475
<b>Qatar</b>	<b>HSBC Bank Middle East Limited</b> (as delegate of The Hongkong and Shanghai Banking Corporation Limited) 2 FI Ali Bin Ali Tower Building no.: 150 Airport Road Doha, Qatar LEI: 549300F99IL9YJDWH369
<b>Romania</b>	<b>Citibank Europe plc, Dublin – Romania Branch</b> 8, Iancu de Hunedoara Boulevard <b>712042</b> , Bucharest Sector 1, Romania LEI: N1FBEDJ5J41VKZLO2475
<b>Russia</b>	<b>AO Citibank</b> 8-10 Gasheka Street, Building 1 <b>125047</b> Moscow, Russia LEI: CHSQDSVI1UI96Y2SW097

<p><b>Saudi Arabia</b></p>	<p><b>HSBC Saudi Arabia</b>  (as delegate of The Hongkong and Shanghai Banking Corporation Limited)  HSBC Head Office  7267 Olaya - Al Murooj  Riyadh <b>12283-2255</b> Kingdom of Saudi Arabia  LEI: 558600MV09XWUB38H245</p> <p><b>Saudi British Bank</b>  (as delegate of The Hongkong and Shanghai Banking Corporation Limited)  Prince Abdulaziz Bin Mossaad Bin Jalawi Street  (Dabaab)  Riyadh <b>11413</b> Kingdom of Saudi Arabia  LEI: 558600TQS0WENZUC5190</p> <p><b>First Abu Dhabi Capital Financial Company J.S.C. (FAB Capital)</b>  (as delegate of First Abu Dhabi Bank P.J.S.C. to hold securities)  Cayan Tower – 3<sup>rd</sup> floor  King Fahad Road,  Almaqa District, Riyadh <b>13524</b>  Kingdom of Saudi Arabia  LEI: 2138002Y3WMK6RZS8H90</p> <p><b>First Abu Dhabi Bank P.J.S.C.</b>  (as delegate of FAB Capital to hold cash)  Cayan Tower – 3<sup>rd</sup> floor  King Fahad Road,  Almaqa District, Riyadh <b>13524</b>  Kingdom of Saudi Arabia  LEI: 2138002Y3WMK6RZS8H90</p>
<p><b>Senegal</b></p>	<p><b>via Standard Chartered Bank Côte d'Ivoire S.A., Abidjan, Ivory Coast</b>  23, Bld de la République  17 BP 1141 Abidjan <b>17</b> Côte d'Ivoire  LEI: 54930016MQBB2NO5NB47</p>
<p><b>Serbia</b></p>	<p><b>UniCredit Bank Serbia JSC</b>  Jurija Gagarina 12  <b>11070</b> Belgrade, Serbia  LEI: 52990001O0THU00TYK59</p>

<p><b>Singapore</b></p>	<p><b>Citibank N.A.</b>  3 Changi Business Park Crescent  #07-00, Singapore <b>486026</b>  LEI: E57ODZWZ7FF32TWEFA76</p>
<p><b>Slovak Republic</b></p>	<p><b>UniCredit Bank Czech Republic and Slovakia, a.s.</b>  Šancová 1/A  <b>813 33</b> Bratislava, Slovak Republic  LEI: KR6LSKV3BTSJRD41IF75</p>
<p><b>Slovenia</b></p>	<p><b>UniCredit Banka Slovenija d.d.</b>  Ameriška ulica 2  <b>SI-1000</b> Ljubljana, Slovenia  LEI: 549300O2UN9JLME31F08</p>
<p><b>South Africa</b></p>	<p><b>FirstRand Bank Limited</b>  Mezzanine Floor  3 First Place Bank City  Corner Simmonds &amp; Jeppe Sts.  Johannesburg <b>2001</b>  Republic of South Africa  LEI: ZAYQDKTCATIXF9OQY690</p>
	<p><b>Standard Chartered Bank</b>  115 West Street, 2nd Floor  Sandton, Johannesburg <b>2196</b>  Republic of South Africa  LEI: RILFO74KP1CM8P6PCT96</p>
<p><b>Spain</b></p>	<p><b>Citibank Europe plc, Dublin, Ireland</b>  1 North Wall Quay  Dublin <b>1</b>, Ireland  LEI: N1FBEDJ5J41VKZLO2475</p>
<p><b>Sri Lanka</b></p>	<p><b>The Hongkong and Shanghai Banking Corporation Limited</b>  24, Sir Baron Jayatilake Mawatha  Colombo <b>01</b>, Sri Lanka  LEI: 2HI3YI5320L3RW6NJ957</p>

<b>Republic of Srpska</b>	<b>UniCredit Bank d.d.</b> Zelenih beretki 24 <b>71 000</b> Sarajevo Federation of Bosnia and Herzegovina LEI: 549300RGT0JMDJZKVG34
<b>Sweden</b>	<b>Skandinaviska Enskilda Banken AB (publ)</b> A S12 <b>SE-106 40</b> Stockholm, Sweden LEI: F3JS33DEI6XQ4ZBPTN86
<b>Switzerland</b>	<b>Credit Suisse (Switzerland) Limited</b> Uetlibergstrasse 231 <b>8070</b> Zurich, Switzerland LEI: 549300CWR0W0BCS9Q144
	<b>UBS Switzerland AG</b> Max-Högger-Strasse 80-82 <b>CH-8048</b> Zurich-Alstetten, Switzerland LEI: 549300WOIFUSNYH0FL22
<b>Taiwan - R.O.C.</b>	<b>Standard Chartered Bank (Taiwan) Limited</b> MF, No.179 Liaoning St. Zhongshan District, Taipei <b>10487</b> , Taiwan, Republic of China LEI: 549300QJEO1B92LSHZ06
<b>Tanzania</b>	<b>Standard Chartered Bank (Tanzania) Limited</b> 1 Floor, International House Corner Shaaban Robert St and Garden Ave PO Box 9011 Dar es Salaam, Tanzania LEI: 549300RLNUU3GJS6MK84
<b>Thailand</b>	<b>Standard Chartered Bank (Thai) Public Company Limited</b> Sathorn Nakorn Tower 14 <sup>th</sup> Floor, Zone B 90 North Sathorn Road Silom, Bangkok <b>10500</b> , Thailand LEI: 549300O1LQYCQ7G1IM57
<b>Togo</b>	<b>via Standard Chartered Bank Côte d'Ivoire S.A., Abidjan, Ivory Coast</b> 23, Bld de la République 17 BP 1141 Abidjan <b>17</b> Côte d'Ivoire LEI: 54930016MQBB2NO5NB47

<p><b>Tunisia</b></p>	<p><b>Union Internationale de Banques</b>  65 Avenue Bourguiba  <b>1000</b> Tunis, Tunisia  LEI: 549300WKCW12LEPUMV07</p>
<p><b>Turkey</b></p>	<p><b>Citibank, A.Ş.</b>  Tekfen Tower  Eski Buyukdere Caddesi 209  Kat 3  Levent <b>34394</b> Istanbul, Turkey  LEI: CWZ8NZDH5SKY12Q4US31</p>
<p><b>Uganda</b></p>	<p><b>Standard Chartered Bank Uganda Limited</b>  5 Speke Road  P.O. Box 7111  Kampala, Uganda  LEI: 549300W7CNYGJ68XGD27</p>
<p><b>Ukraine</b></p>	<p><b>JSC Citibank</b>  16-g Dilova St.  Kyiv <b>03150</b>, Ukraine  LEI: 549300E0ROT17ACBZH02</p>
<p><b>United Arab Emirates Dubai Financial Market</b></p>	<p><b>First Abu Dhabi Bank P.J.S.C.</b>  FAB Building  Khalifa Business Park,  1 - Al Qurm District,  P.O. Box 6316  Abu Dhabi, United Arab Emirates  LEI: 2138002Y3WMK6RZS8H90</p>
<p><b>United Arab Emirates Dubai International Financial Center</b></p>	<p><b>First Abu Dhabi Bank P.J.S.C.</b>  FAB Building  Khalifa Business Park,  1 - Al Qurm District,  P.O. Box 6316  Abu Dhabi, United Arab Emirates  LEI: 2138002Y3WMK6RZS8H90</p>

<p><b>United Arab Emirates</b> <b>Abu Dhabi</b></p>	<p><b>First Abu Dhabi Bank P.J.S.C.</b> FAB Building Khalifa Business Park, 1 - Al Qurm District, P.O. Box 6316 Abu Dhabi, United Arab Emirates LEI: 2138002Y3WMK6RZS8H90</p>
<p><b>United Kingdom</b></p>	<p><b>State Street Bank and Trust Company, United Kingdom branch</b> Quartermile 3 10 Nightingale Way Edinburgh <b>EH3 9EG</b>, Scotland LEI: 213800YAZLPV26WFM449</p>
<p><b>United States</b></p>	<p><b>State Street Bank and Trust Company</b> One Lincoln Street Boston, MA <b>02111</b> United States LEI: 571474TGEMMWANRLN572</p>
<p><b>Uruguay</b></p>	<p><b>Banco Itaú Uruguay S.A.</b> Zabala 1463 <b>11000</b> Montevideo, Uruguay LEI: 549300HU8OQS1VTVXN55</p>
<p><b>Vietnam</b></p>	<p><b>HSBC Bank (Vietnam) Limited</b> (as delegate of The Hongkong and Shanghai Banking Corporation Limited) Floor 2, The Metropolitan, 235 Dong Khoi, District 1, Ho Chi Minh City, Vietnam LEI: 213800H95OG9OHRT4Y78</p>
<p><b>Zambia</b></p>	<p><b>Standard Chartered Bank Zambia Plc.</b> Standard Chartered House Stand No. 4642 corner of Mwaimwena Road and Addis Ababa Drive, 4<sup>th</sup> floor <b>10101</b>, Lusaka, Zambia LEI: 549300247QDZHDI30A83</p>
<p><b>Zimbabwe</b></p>	<p><b>Stanbic Bank Zimbabwe Limited</b> (as delegate of Standard Bank of South Africa Limited) 3rd Floor Stanbic Centre 59 Samora Machel Avenue Harare, Zimbabwe</p>

	LEI: 5493001KJTIIGC8Y1R12
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## APPENDIX E – ADDITIONAL INFORMATION FOR INVESTORS

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### Facilities Agent

#### Europe

The ICAV has appointed Carne Global Financial Services Limited, by way of a European Facilities Agent Agreement, to maintain certain facilities for the ICAV in respect of specific EEA Member States where the relevant Funds have been registered for marketing (the "**European Facilities Agent**"), unless otherwise directed in a separate country supplement.

The facilities are located at the offices of the European Facilities Agent at 3<sup>rd</sup> Floor, 55 Charlemont Place, Dublin 2, D02 F985, Ireland.

Where the European Facilities Agent is required to make certain information publicly available pursuant to the cross border distribution of investment funds regulation (Regulation (EU)/2019/1156) such information may be available at <https://abrdn.curator.carnegroup.com/facilitiesagent> and, where relevant, will be in translated form.

#### Fees and Expenses

Fees and expenses of the European Facilities Agent which will be at normal commercial rates will be borne by the ICAV.