

# **CI GLOBAL INVESTMENTS RIAIF ICAV**

**(an Irish collective asset-management vehicle with variable capital constituted as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank pursuant to the Act and as a "Retail Investor" AIF pursuant to the AIFMD Regulations)**

## **PROSPECTUS**

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**DATED 2 February 2024**

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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 independent adviser.**

## IMPORTANT INFORMATION

### THIS PROSPECTUS

The Directors of Ci Global Investments RIAIF ICAV (the "ICAV") whose names appear at page 4 accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

This Prospectus may only be issued with one or more Relevant Supplements each containing information relating to different Classes comprising a Fund. A separate Relevant Supplement will be issued in respect of each new Fund in the ICAV. The Prospectus and each Relevant Supplement should be read and construed as one document.

This Prospectus may be translated into other languages and such translations shall contain only the same information as this Prospectus. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in any translation, the English text shall prevail and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the law of Ireland.

The value of and income from Shares in the ICAV may go up or down and you may not get back the amount you have invested in the ICAV. Before investing in the ICAV you should consider the risks involved in such investment.

**A redemption charge not exceeding 3% of the Net Asset Value per Share may be charged by the ICAV for payment to the ICAV or as it directs but it is the intention of the Directors that such charge (if any) shall not, until further notice exceed such amount as is set out in the Supplement for the relevant Fund. The difference at any one time between the sale and repurchase price of Shares in the ICAV means that the investment should be viewed as medium to long term. Where a Fund may invest greater than 20% of its Net Asset Value in emerging markets, shareholders should not invest a substantial proportion of their investment portfolio in the relevant Fund. Please see the "Risk Factors" section below.**

Prices of Shares in the ICAV may fall as well as rise.

The ICAV has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

**This Prospectus comprises information relating to the ICAV, an Irish collective asset-management vehicle constituted as an umbrella fund with segregated liability between sub-funds registered in Ireland on 8 December 2016 with registration number C164569.** Such authorisation 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. In addition, the Central Bank shall not be liable by virtue of its authorisation of the ICAV or by reason of the exercise of the functions conferred on it by legislation in relation to the ICAV for any default of the ICAV. Authorisation of the ICAV does not constitute a warranty by the Central Bank as to the creditworthiness or financial standing of the various parties connected with the ICAV.

Neither the admission of Shares of the ICAV to the Official List and to trading on the Main Securities Market of the Irish Stock Exchange nor the approval of the Prospectus pursuant to the listing requirements of the Irish Stock Exchange shall constitute a warranty or representation by the Irish Stock Exchange as to the competence of service providers, or any other party connected with the ICAV or any Funds, the adequacy of information contained in the Prospectus or the suitability of the ICAV for investment purposes.

This Prospectus may not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised. In particular, the Shares have not been registered under the United States Securities Act of 1933 (as amended) and may not, except in a transaction which does not violate United States securities laws, be directly or indirectly offered or sold in the United States or to any United States Person. The ICAV will not be registered under the United States Investment ICAV Act of 1940 (as amended).

The Instrument of Incorporation gives powers to the Directors to impose restrictions on the holding of Shares by (and consequently to repurchase Shares held by) or the transfer of Shares to any United States Persons (unless permitted under certain exceptions under the laws of the United States) or by any person who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold such Shares or by any person or persons in circumstances (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the ICAV incurring any liability to taxation or suffering pecuniary disadvantages or being in breach of any law or regulation which the ICAV might not otherwise have incurred, suffered or breached. The Instrument also permits the Directors where necessary to repurchase and cancel Shares held by a person who is or is deemed to be Irish Resident on the occurrence of a chargeable event for Irish taxation purposes.

Potential subscribers and purchasers of Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control requirements and (d) any other requisite governmental or other consents or formalities which they might encounter under the laws of the countries of their incorporation, citizenship, residence or domicile and which might be relevant to the subscription, purchase, holding or disposal of Shares.

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

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Instrument of the ICAV, copies of which are available as mentioned herein.

## DIRECTORY

### Ci GLOBAL INVESTMENTS RIAIF ICAV

**ICAV Registered Address:**

5<sup>th</sup> Floor  
The Exchange  
George's Dock  
IFSC  
Dublin 1

**Directors of the ICAV, whose business address is that of the ICAV are:**

Mark Fitzgerald – Chairman  
Christian Currivan  
John Eckstein  
Alistair Starker

**AIFM:**

Sanlam Asset Management (Ireland) Limited  
Beech House  
Beech Hill Road  
Dublin 4  
Ireland

**Secretary:**

Walkers Corporate Services (Ireland) Limited  
5<sup>th</sup> Floor  
The Exchange  
George's Dock  
IFSC  
Dublin 1

**Depository:**

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

**Administrator:**

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

**Distributor:**

As disclosed in the Relevant Supplement  
as applicable.

**Auditors:**

EisnerAmper Audit Limited  
6 The Courtyard Building  
Carmanhall Road  
Sandyford  
Dublin 18  
Ireland

**Legal Advisors as to matters of Irish Law:**

Walkers (Ireland) LLP  
The Exchange  
George's Dock  
IFSC  
Dublin 1  
Ireland

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## DEFINITIONS

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

<b>"Act"</b>	means the Irish Collective Asset-Management Vehicles Acts 2015 and 2020;
<b>"Administration Agreement"</b>	means the Administration Agreement between the AIFM and the Administrator dated 2 February 2024 as may be amended, modified or supplement from time to time in accordance with the requirements of the Central Bank;
<b>"Administrator"</b>	means Northern Trust International Fund Administration Services (Ireland) Limited or such other company as may from time to time be appointed in accordance with the requirements of the Central Bank to provide administration and related services to the ICAV in Ireland;
<b>"AIF Rulebook"</b>	means any alternative investment fund rulebook or any similar measures issued by the Central Bank governing Irish domiciled alternative investment funds, such as the ICAV, as same may be updated from time to time;
<b>"AIFM"</b>	means Sanlam Asset Management (Ireland) Limited, a private limited company incorporated in Ireland being the entity appointed in accordance with the requirements of the Central Bank to act, and designated as, the alternative investment fund manager of the ICAV;
<b>"AIFMD"</b>	means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulation (EC) No 1060/2009 and (EU) No 1095/2010;
<b>"AIFMD Regulations"</b>	means the European Union (Alternative Investment Fund Managers Directive) Regulations (SI No. 257 of 2013);
<b>"AIFMD Level 2 Measures"</b>	means the provisions of the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing AIFMD;
<b>"Amended and Restated Management Agreement"</b>	means the Amended and Restated Management Agreement between the ICAV and the AIFM dated 28 September 2018 as may be amended, modified or supplemented from time to time in accordance with the requirements of the Central Bank;
<b>"Applicable Law"</b>	means the Act, the AIFMD Regulations, AIFMD Level 2 Measures, the AIF Rulebook and all notices, regulations and guidance issued by the

	Central Bank thereunder which are or may be applicable to the ICAV from time to time;
<b>"Application Form"</b>	means the application form for Shares in the ICAV which is available from the Administrator;
<b>"Auditors"</b>	means EisnerAmper Audit Limited or such other firm of registered auditors as may from time to time be appointed as auditors to the ICAV;
<b>"Base Currency"</b>	means the currency of denomination of the Fund which is specified in the Relevant Supplement;
<b>"Business Day"</b>	has the meaning ascribed to it in the Relevant Supplement;
<b>"Central Bank"</b>	means the Central Bank of Ireland or such regulatory authority with responsibility for authorising and supervising the ICAV;
<b>"Class"</b>	means each class of Shares in the ICAV;
<b>"Collection Account"</b>	means one single collection account for each of the Funds in the name of the ICAV through which subscription and redemption proceeds and dividend income (if any) for each Fund are channelled, operated in accordance with the Central Bank's requirements and the details of which are specified in the Application Form;
<b>"Companies Act"</b>	means the Companies Act 2014, as may be amended;
<b>"Data Protection Legislation"</b>	means the Irish Data Protection Acts 1988 to 2018 (as may be amended or re-enacted) and the EU General Data Protection Regulation, Regulation (EU) 2016/679, the effective date of which is 25th May 2018;
<b>"Dealing Day"</b>	means such Business Day(s) as set out in the Relevant Supplement of each Fund;
<b>"Defaulting Shareholder"</b>	means a Shareholder who fails to comply with the terms and/or conditions of issue of its Shares or any agreement with the ICAV to subscribe for further Shares or the investor otherwise becomes classified by the Directors as a defaulting shareholder in accordance with the terms of the Relevant Supplement;
<b>"Depositary Agreement"</b>	means the depositary agreement dated 2 February 2024 between the ICAV, the AIFM and the Depositary as may be amended, supplemented or otherwise modified from time to time;
<b>"Depositary"</b>	means Northern Trust Fiduciary Services (Ireland) Limited or such other company in Ireland as may from time to time be appointed as depositary of all the assets of the ICAV with the prior approval of the Central Bank;

**"Directors"**

means the directors of the ICAV for the time being and any duly constituted committee thereof;

**"Distributor"**

means the entity that may be appointed as distributor to the Fund by the ICAV in accordance



	with the Central Bank's requirements and as specified in the Relevant Supplement;
<b>"ESMA"</b>	means the European Securities and Markets Authority;
<b>"ERISA"</b>	means the Employee Retirement Income Security Act of 1974 of the United States, as amended;
<b>"EU Member State"</b>	means a Member State of the European Union;
<b>"Euro", "euro", "Eur" and "€"</b>	each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
<b>"External Valuer"</b>	means such person as may be appointed from time to time as external valuer within the meaning of the AIFMD Regulations in accordance with the Amended and Restated Management Agreement and the requirements of Applicable Law;
<b>"Exempt Investor"</b>	means any of the following Irish Residents: (i) the Administrator, for so long as the Administrator is a qualified management company as referred to in Section 739B TCA; (ii) a company carrying on life business within the meaning of Section 706 TCA; (iii) a pension scheme which is an exempt approved scheme within the meaning of Section 774 TCA, or a retirement annuity contract or Trust scheme to which Section 784 or Section 785 TCA applies; (iv) any other investment undertaking as referred to in Section 739B TCA or an investment limited partnership within the meaning of Section 739J TCA; (v) a special investment scheme as referred to in Section 737 TCA; (vi) a unit trust of a type referred to in Section 731(5)(a) TCA; (vii) a person who is entitled to exemption from income tax by virtue of Section 207(1)(b) TCA; (viii) a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 784A(2) TCA in circumstances where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund; (ix) a specified company as referred to in Section 739B TCA; (x) a person entitled to exemption from income tax and capital gains tax by virtue of Section 787I TCA in circumstances where the shares are assets of a PRSA; (xi) a credit union with the meaning of Section 739B TCA; (xii) the Courts Service within the meaning of Section 739B TCA; (xiii) the National Treasury Management Agency or a Fund investment vehicle or the Irish State acting through the National Treasury Management Agency as referred to in Section 739D(kb) TCA; (xiv) the National Asset Management Agency; (xv) a company within the

	charge to corporation tax in accordance with Section 110(2) TCA; or (xvi) any other person resident in Ireland who is permitted to own Shares under Irish taxation legislation or by practice or concession of the Irish Revenue Commissioners without requiring the ICAV to deduct appropriate tax in respect of any payment to a Shareholder or the transfer by a Shareholder of any Shares, and in each case in respect of whom the ICAV is in possession of a Declaration, as applicable;
<b>"External Valuer"</b>	means such external valuer(s) as may be appointed by the ICAV from time to time in accordance with the requirements of the Applicable Law to value any of the ICAV's assets;
<b>"FSCA"</b>	means the South African financial services market conduct regulator, the Financial Sector Conduct Authority, or such other name which may be designated;
<b>"Fund"</b>	means a distinct portfolio of assets established by the Directors (with the prior approval of the Central Bank) constituting in each case a separate fund represented by a separate Class 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>"GBP", "Pounds Sterling" and "£"</b>	each means the lawful currency of the United Kingdom;
<b>"ICAV"</b>	means Ci Global Investments RIAIF ICAV;
<b>"Identified Staff"</b>	means categories of staff, including senior management, risk takers, control functions and any employee receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers, whose professional activities have a material impact on the AIFM's risk profile or the risk profiles of the Funds;
<b>"Instrument"</b>	means the instrument of incorporation of the ICAV for the time being in force and as may be modified from time to time;
<b>"Intermediary"</b>	means a person who carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons or holds shares in an investment undertaking on behalf of other persons;
<b>"Investment Manager"</b>	means the entity that may be appointed as investment manager and sub-investment manager (as applicable) to the Fund by the ICAV and the AIFM in accordance with the Central

	Bank's requirements and as specified in the Relevant Supplement;
<b>"Investment Management Agreement"</b>	means the investment management agreement dated 6 July 2017 between the AIFM and the Investment Manager (as may be amended, supplemented or otherwise modified from time to time) and as set out in the Relevant Supplement;
<b>"Investments"</b>	means any securities, instruments, property or obligations of whatsoever nature in which the ICAV may invest (including Property);
<b>"Irish Resident"</b>	means any company resident, or other person resident or ordinarily resident, in Ireland for the purposes of Irish tax. Please see the "Taxation" section below for the summary of the concepts of residence and ordinary residence issued by the Irish Revenue Commissioners;
<b>"Irish Revenue Commissioners"</b>	means the Irish authority responsible for taxation;
<b>"MiFID Regulations"</b>	means the European Union (Markets In Financial Instruments) Regulations 2017;
<b>"Minimum Investment"</b>	means the minimum holding of a Class having an aggregate value as specified in the Relevant Supplement;
<b>"Net Asset Value" or "NAV"</b>	means the Net Asset Value of a Fund of the ICAV calculated as described or referred to herein;
<b>"Net Asset Value per Share" or "NAV per Share"</b>	means, in relation to any Class, the Net Asset Value divided by the number of Shares of the relevant Class in issue or deemed to be in issue in respect of the ICAV at the relevant Valuation Point subject to such adjustments, if any, as may be required in relation to any Class in the ICAV;
<b>"Ordinary Resolution"</b>	means a resolution passed by a simple majority of the votes cast in its favour by Shareholders entitled to attend and vote at general meetings of the ICAV or on matters affecting the relevant Class, as the case may be;
<b>"Prospectus"</b>	means this document, any Relevant Supplement designed to be read and construed together with and to form part of this document and the ICAV's most recent annual report and accounts;
<b>"Professional Investor"</b>	means an investor which is considered to be a professional client or may, on request, be treated as a professional client within the meaning of Annex II to AIFMD;
<b>"Recognised Market"</b>	means any recognised exchange or market listed in accordance with the requirements of the Central Bank, which does not issue a list of

	approved markets. The recognised markets are listed in Appendix II hereto;
<b>"Redemption Form"</b>	means the redemption form for Shares in the ICAV which is available from the Administrator;
<b>"Relevant Supplement(s)" or "Supplement(s)"</b>	in relation to each Fund, the Supplement published in respect of that Fund and which forms part of and should be read in the context of and together with this Prospectus;
<b>"Remuneration Guidelines"</b>	means the guidelines on sound remuneration policies under AIFMD as published by ESMA (as such may be updated or amended from time to time);
<b>"Series"</b>	means, in relation to each Class in a Fund, a series of that Class, provided that if a Class has not been issued in multiple series, the term series shall mean such Class;
<b>"Share" or "Shares"</b>	a share or shares of whatsoever series or 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 Portfolio as described in this Prospectus and the Relevant Supplement;
<b>"Shareholder"</b>	means a person or entity registered as a holder of Shares;
<b>"Special Resolution"</b>	means a resolution passed with the support of 75% or more of the votes cast in its favour by Shareholders entitled to attend and vote at general meetings of the ICAV or on matters affecting the relevant Class as the case may be;
<b>"Subscriber Shares"</b>	means the initial issued share capital of 2 Shares of €1 each and initially designated as Subscriber Shares;
<b>"Subscriber Shareholder" or "Subscriber Shareholders"</b>	means a holder or holders of Subscriber Shares;
<b>"Subsidiary"</b>	means a wholly-owned subsidiary of the ICAV established with the prior approval of the Central Bank and in accordance with its requirements;
<b>"Taxation"</b>	means any tax, levy, import, duty or other charge or withholding of a similar nature (including penalty of interest payable in connection with any failure to pay or any delay in paying any of the same);
<b>"USD" or "US\$" or "U.S. Dollars" or "\$"</b>	means the lawful currency of the United States of America;

<b>"U.S."</b>	means the United States of America, its territories and possessions including the States and the District of Columbia;
<b>"U.S. Person"</b>	means an individual or entity that is a U.S. person as more particularly described in Appendix I;
<b>"Valuation Day"</b>	means such day or days as the Directors may from time to time determine and set out in the Relevant Supplement, being a day on which the Net Asset Value shall be determined; and
<b>"Valuation Point"</b>	means such time or times on a Valuation Day as the Directors may from time to time determine and set out in the Relevant Supplement, provided that the Valuation Point will always be after the dealing deadline.

## INVESTMENT OBJECTIVE AND POLICIES

The ICAV is responsible for the formulation of the investment objective and policies and any subsequent changes thereto. Details of the investment objective and policies for each Fund of the ICAV are set out in the relevant Supplement for each Fund.

Where a Fund (the "**Investing Fund**") of the ICAV invests in the Shares of other Funds of the ICAV (each a "**Receiving Fund**") as set out in the relevant Supplement, the rate of the annual AIFM fee and/or Investment Manager fee which Shareholders in the Investing Fund are charged in respect of that portion of the Investing Fund's assets invested in Receiving Funds (whether such fee is paid directly at the Investing Fund level, indirectly at the level of the Receiving Funds or a combination of both) may not exceed the rate of the maximum annual AIFM fee and/or Investment Manager fee payable from the assets of the Fund which investors in the Investing Fund may be charged in respect of the balance of the Investing Fund's assets, such that there shall be no double charging of annual AIFM fees and/or Investment Manager's fees to the Investing Fund as a result of its investments in the Receiving Funds.

## CHANGE IN INVESTMENT OBJECTIVES OR POLICIES

The Directors will not change the investment objective of a Fund or materially change the investment policies of a Fund at any time without, in the case of an open-ended fund or an open-ended fund with limited liquidity, the approval of an ordinary resolution of the Shareholders of the relevant Fund. In the event of any change of investment objective and/or a material change in investment policy a reasonable notification period must be provided by the ICAV to enable Shareholders to redeem their Shares prior to the implementation of these changes.

In the case of changes to the investment objective, changes to the duration, or material changes to the investment policies of any Fund which is closed-ended, where there is no opportunity for Shareholders to redeem or otherwise exit the closed-ended Fund, the change may not be effected without prior approval of at least 75% of votes cast at a meeting of the Shareholders of that Fund. If there is an opportunity for Shareholders to redeem or otherwise exit the closed-ended Fund, the change may not be effected without prior approval of at least 50% of votes cast at a meeting of the Shareholders of that Fund.

Where a closed-ended Fund makes a non-material change to the investment policy of the Fund, it shall notify Shareholders of these changes. Notification can be provided by means of appropriate disclosure in the next annual report of the ICAV in respect of the relevant Fund.

## SUBSIDIARIES

Each Fund may establish one or more Subsidiaries for the purposes of holding Investments as may be disclosed in the relevant Supplement. Any such Subsidiary will be established in accordance with the requirements of the Central Bank. The names of any Subsidiaries will be disclosed in the annual report of the relevant Fund or the ICAV.

## BORROWING AND LEVERAGE

Unless otherwise disclosed in the relevant supplement the ICAV may borrow on behalf of a Fund on a temporary basis up to 25% of the Fund's net assets at any time for the account of the Fund and may charge or pledge the assets of such Fund as security for any such borrowings. Specific borrowing limits for each Fund are set out in the Relevant Supplement. Without prejudice to the powers of the ICAV to invest in securities, the ICAV may not lend to, or act as guarantor on behalf of third parties nor shall it raise capital from the public through the use of debt securities. A Fund may acquire debt securities and securities which are not fully paid.

To the extent as set out in the relevant Supplement, each Fund may employ leverage in furtherance of its investment objective. The ICAV will monitor on a continuing basis each Fund's total exposure by monitoring the aggregate of its investment in investment funds together with the aggregate of positions held in securities and comparing this to the net assets of the Fund (the commitment approach). The leverage of each Fund is calculated using the gross and commitment approach as prescribed by AIFMD.

Each Fund will not generally use significant leverage. Each Fund's leverage, i.e. the total exposure of a Fund, including but not limited to, its exposure from the use of any derivative instruments, must not exceed the Net Asset Value of the Fund. This means that each Fund may employ leverage resulting in exposure of up to 100% of the Net Asset Value of that Fund. Any increase in the maximum level of leverage of a Fund will be disclosed in the relevant Supplement and notified to Shareholders.

Where a Fund is permitted to employ leverage, this shall be disclosed in the relevant supplement together with the extent to which it may employ such leverage and the method used to calculate the relevant Fund's global exposure. For the avoidance of doubt, where no such disclosure is made in a Fund's supplement, such Fund will not be geared or permitted to employ leverage.

Shareholders in each Fund will be periodically informed of any change to the maximum level of leverage at sub-fund level.

## **COLLATERAL AND ASSET RE-USE ARRANGEMENTS**

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

### **Collateral - Received by the Fund**

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

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

#### **Non-Cash Collateral**

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

- (a) Liquidity: Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation.
- (b) Valuation: Collateral received should be valued on at least a daily basis and must be marked to market daily.
- (c) Issuer credit quality: where the collateral issuer is not rated A-1 or equivalent, conservative haircuts must be applied.
- (d) Safe-keeping: Collateral must be transferred to the Depositary, or its agent; and
- (e) Enforceable: Collateral must be immediately available to the **ICAV**, without recourse to the counterparty in the event of default by that entity.

Until the expiry of any relevant repurchase contract or securities lending arrangement, collateral obtained under such contracts or arrangements must equal or exceed in value, at all times the value of the amount invested or securities loaned;

## Non-Cash Collateral

- (i) Cannot be sold, pledged or re-invested;
- (ii) Must be held at the risk of the counterparty;
- (iii) Must be issued by an entity independent of the counterparty; and
- (iv) Must be diversified to avoid concentration in one issue, sector or country.

## Cash Collateral

Cash collateral must only be invested in risk-free assets and may not be invested other than in the following:

- (i) deposits with relevant institutions;
- (ii) government or other public securities;
- (iii) certificates of deposit issued by relevant institutions;
- (iv) letters of credit with a residual maturity of three months or less, which are unconditional and irrevocable and which are issued by relevant institutions;
- (v) repurchase agreements provided
- (vi) received falls under categories (i) - (iv) and (vi) of this paragraph; and
- (vii) daily dealing money market funds which have and maintain a rating of AAA or equivalent. If investment is made in a linked fund, subscription, conversion or redemption charge can be made by the underlying money market fund.

Invested cash collateral should be held in a diversified manner other than cash collateral invested in government or other public securities or money market funds. The Fund must at all times be satisfied that any investment of cash collateral will enable it to meet with its repayment obligations.

Exposure created through the reinvestment of collateral must be taken into account in determining risk exposures to a counterparty. Reinvestment of cash collateral in accordance with the provisions above can still present additional risk for a Fund.

Invested cash collateral may not be placed on deposit with, or invested in securities issued by, the counterparty or a related entity.

## Collateral - Posted by the Fund

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

## Hedged Classes

The ICAV may (but is not obliged to) enter into certain currency-related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular class into the currency of denomination of the relevant class for the purposes of efficient portfolio management.

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



other than the Base Currency. In addition, a class designated in a currency other than the Base Currency may be hedged against exchange rate fluctuation risks between the designated currency of the class and the Base Currency. Any financial instruments used to implement such strategies with respect to one or more Classes shall be assets/liabilities of the Fund as a whole but will be attributable to the relevant Class(es) and the gains/losses on, and the costs of, the relevant financial instruments will accrue solely to the relevant Class. However, investors should note that there is no segregation of liability between Classes. Shareholders are therefore exposed to the risk that hedging transactions undertaken in one Class may impact negatively on the Net Asset Value of another Class.

Where a Class is to be hedged, this will be disclosed in the Supplement for the Fund in which such class is issued. Any currency exposure of a Class may not be combined with or offset against that of any other Class of a Fund. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. Where the Investment Manager seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the ICAV. However, over-hedged positions will not exceed 105% of the Net Asset Value and hedged positions will be kept under review to ensure that over-hedged positions do not exceed the permitted level which review will also incorporate a procedure to ensure that positions in excess of 100% of Net Asset Value will not be carried forward from month to month. To the extent that hedging is successful for a particular class, the performance of the Class is likely to move in line with the performance of the underlying assets, with the result that investors in that Class will not gain/ lose if the class currency falls/ rises against the Base Currency.

The ICAV will only engage in interest rate hedging at a Class level where the benefits and costs of such hedging will be accrued and attributed solely to Shareholders in the relevant class and where such arrangements are in accordance with the Central Bank's requirements.

## INVESTMENT RESTRICTIONS

The investment restrictions for each Fund are formulated by the Directors at the time of the creation of the Fund. A Fund may derogate from the investment restrictions set out below for six months following their launch provided the relevant Fund(s) observe the principle of risk spreading.

The following general investment restrictions apply to each Fund save to the extent that such restrictions are expressly or implicitly disappplied by investment policies and restrictions contained in the Relevant Supplement and any additional restrictions specified therein.

The investment restrictions applying to a Fund are as follows:

1. A Fund shall not invest more than 20% of its net assets in securities which are not traded in or dealt on a regulated market which operates regularly and is recognised and open to the public (as set out in Appendix II).
2. Subject to paragraph 7 of chapter 1, part 1 section1(ii) of the AIF Rulebook below a Fund shall not invest more than 20% of its net assets in securities issued by the same institution. Where a Fund's investment policy is to replicate an index, this limit is increased to 35% in the case of a single issuer where this is justified by exceptional market circumstances.
3. Subject to Section 8 below a Fund shall not hold more than 20% of any class of security issued by any single issuer. This requirement does not apply to investments in other open-ended investment funds.
4. A Fund may only invest more than 20% and up to 100% of its net assets in transferable securities issued or guaranteed by any state, its constituent states, its local authorities, or public international bodies of which one or more states are members with the prior approval of the Central Bank by the following issuers:
  - OECD Governments (provided the relevant issues are investment grade),
  - 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,
  - The European Coal & Steel Community,
  - 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.
5. A Fund shall not keep on deposit more than 10% of its net assets with any one institution; this limit is increased to 30% of net assets for deposits with or securities evidencing deposits issued by or securities guaranteed by the following:
- (a) a credit institution authorised in the European Economic Area (EEA) (European Union Member States, Norway, Iceland, Liechtenstein);
  - (b) a credit institution authorised within a signatory state, other than a Member State of the EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States);
  - (c) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand;
  - (d) the depositary; or
  - (e) with the prior approval of the Central Bank, a credit institution which is an associated or related company of the depositary.
6. Subject to paragraph 12 of chapter 1, part 1 section 1 (ii) of the AIF Rulebook, a Fund shall not invest more than 30% of net assets in any one open-ended investment fund. A Fund shall not invest more than 20% of net assets in unregulated open-ended investment funds. A Fund shall only invest in units of an investment fund managed by its management company or AIFM or by an associated or related company of either of these, where the management company of the investment fund in which the investment is being made has waived the preliminary/initial/redemption charge which it would normally charge. A Fund shall ensure that any commission or other fee received by the management company or AIFM must be paid into the property of the relevant Fund.
7. A Fund shall not have a risk exposure to a counterparty in an OTC derivative transaction which exceeds the following:
- (a) where the counterparty is a relevant institution, 10% of the relevant Fund's net assets; or
  - (b) in any other case, 5% of the relevant Fund's net assets.
- The Fund shall ensure that its global exposure relating to derivative instruments will not exceed the total net asset value of its portfolio. When a transferable security or money market instrument contains an embedded derivative, the latter shall be taken into account when complying with the requirements herein.
- Where a Fund invests in financial derivative instruments dealt in over-the-counter, "OTC derivatives":
- (i) the counterparty will be a relevant institution or an investment firm, authorised in accordance with MiFID in an EEA Member State, or will be an entity subject to regulation as a Consolidated Supervised Entity ("**CSE**") by the US Securities and Exchange Commission; or
- in the case of a counterparty which is not a relevant institution, the counterparty will have a minimum credit rating of A-2 or equivalent, or will be deemed by the Fund to have an implied rating of A-2 or equivalent; or

- (ii) alternatively, an unrated counterparty will be acceptable where a Fund is indemnified or guaranteed against losses suffered as a result of failure by the counterpart, by an entity which has and maintains a rating of A-2 or equivalent.
- 8. A Fund shall not acquire nor shall it appoint a management company or an alternative investment fund manager which would acquire any securities carrying voting rights of any issuer which would allow it to exercise a significant influence or legal and management control of such issuer.

The investment restrictions set out above are deemed to apply at the time of purchase of the Investments and continue to apply thereafter. If the investment limit percentages are exceeded for reasons beyond the control of the ICAV or as a result of the exercise of subscription rights, the Directors will adopt as a priority objective for the ICAV's sale transactions the remedying of that situation, taking due account of the interests of Shareholders.

### **Efficient Portfolio Management**

Subject to the specific provisions (if any) relating to efficient portfolio management set out in the Relevant Supplement, the ICAV may utilise techniques and instruments relating to transferable securities and /or other financial instruments in which it invests for the purposes of efficient portfolio management and under the conditions and within the limits applicable to Retail Investor Alternative Investment Funds laid down by the Central Bank in the AIF Rulebook. The ICAV shall not enter into efficient portfolio management transactions if such transaction would result in change to the relevant Fund's declared investment objective or add substantial supplementary risks in comparison to the general risk policy as described.

Efficient portfolio management techniques may only be effected in accordance with normal market practice. All assets received in the context of efficient portfolio management techniques should be considered as collateral and should comply with the criteria set out above in relation to collateral. Direct and indirect operational costs/fees arising from efficient portfolio management techniques may be deducted from the revenue delivered to the relevant Fund, but only direct and indirect operational costs/fees charged by third parties unrelated to the AIFM or any investment manager or any sub-investment manager or investment advisor will be deducted from any such revenues. Any such direct and indirect operational costs/fees charged by third parties do not include hidden revenue for the AIFM, any investment manager or any sub-investment manager as applicable or parties related to such persons, although fees may be payable to counterparties and/or the AIFM, and/or any investment manager and/or any sub-investment manager, investment advisor and/or the Depositary and/or entities related to them in relation to such techniques. The relevant Fund will disclose in the annual report the identity of the entity(ies) to which the direct and indirect costs and fees are paid and indicate if these are related parties to the AIFM or the ICAV, any Investment Manager, any sub-investment manager, any investment advisor or the Depositary. The AIFM shall ensure that all the revenues arising from efficient portfolio management techniques and instruments, net of direct and indirect costs, are returned to the relevant Fund.

All the revenues arising from efficient portfolio management techniques employed shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees arising. Such direct and indirect operational costs and fees, (which are all fully transparent) which shall not include hidden revenue shall include fees and expenses payable to counterparties engaged by the ICAV, in respect of the relevant Fund from time to time.

In advance of commencing any activity in financial derivative instruments, the ICAV shall notify the Central Bank in writing of the risk management processes that have been established and the manner in which they are maintained. Financial derivative instruments not included in the risk management process filing will not be utilised until such time as a revised submission has been provided to the Central Bank. 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 developments in the risk and yield characteristics of the main categories of investments in the financial derivative instruments.

## **DIVIDEND / DISTRIBUTION POLICY**

The Instrument 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 Fund.

At the discretion of the Directors, dividends may be paid in a currency other than the currency of denomination of the relevant Class at the exchange rate applicable on the relevant distribution date. Any dividend unclaimed after a period of 6 years from the date of declaration of such dividend shall be forfeited and shall revert to the Fund.

The dividend / distribution policy in respect of any Fund, together with details of method of payment of dividends and frequency of payments, will be specified in the Relevant Supplement. If the dividend policy of a Fund or Class should change, full details will be provided in an updated Supplement and all Shareholders of the relevant Fund or Class will be notified in advance.

## THE ICAV

The ICAV is an umbrella scheme with segregated liability between its sub-funds registered and authorised as an Irish collective asset-management vehicle by the Central Bank pursuant to the Act and as a "Retail Investor" AIF pursuant to the AIFMD Regulations. As the ICAV has been established as an umbrella fund, different Funds may be created as open-ended, open-ended with limited liquidity or closed-ended from time to time by the Directors with the prior approval of the Central Bank. Each Fund will be represented by one or more different Classes and will be invested in accordance with the investment objective and policies applicable to each Fund. The creation of further Classes shall be effected in accordance with the requirements of the Central Bank. Pools of assets in underlying individual Funds may not be co-mingled or considered to be co-mingled in fact or intent when considering the assets of the ICAV as a whole. As the ICAV is availing of the provisions of the Act, it is intended that the ICAV will not be liable as a whole to third parties for the liabilities for each Fund. However, investors should note the risk factor under "Investment Risks - Umbrella Structure of the ICAV" below.

The names of all Funds of the ICAV will be detailed in a separate Existing Funds Supplement (the **"Existing Funds Supplement"**) to this Prospectus, which shall form part of, and should be read in conjunction with, this Prospectus and which shall be updated from time to time.

This Prospectus may only be issued with one or more Supplements, each containing information relating to a separate Fund. If there are different Classes of Shares representing a Fund, details relating to the separate Classes may be dealt with in the same Supplement or in separate Supplements for each Class. The creation of further Classes of Shares will be effected in accordance with the requirements of the Central Bank. This Prospectus and the Relevant Supplement should be read and constituted as one document. To the extent that there is any inconsistency between this Prospectus and the Relevant Supplement, the Relevant Supplement shall prevail.

Subscriptions for Shares will only be considered on the basis of this Prospectus (and any Relevant Supplement as defined herein) and the latest published annual report ICAV in respect of the relevant Fund and audited financial statements of the ICAV in respect of the relevant Fund. This report will form part of this Prospectus.

The Shares of each Class allocated to a Fund will rank *pari passu* with each other in all respects except as to all or any of the following or as the ICAV may otherwise determine in accordance with the requirements of the Central Bank which requires uniform treatment of Shareholders within the same Class:

- (b) currency of denomination of the Shares Class;
- (c) distribution policy;
- (d) hedging policy;
- (e) the level of fees and expenses to be charged;
- (f) subscription / redemption procedures; and

(g) the minimum subscription, minimum redemption and minimum investment limits applicable.

The ICAV may, where disclosed in the Relevant Supplement, choose to allocate assets (including without limitation financial derivative instruments) to individual Classes or have different dealing procedures in accordance with the Central Bank's requirements. The assets of each Fund (or Class where relevant) will be separate from one another and will be invested in accordance with the investment objectives and policies applicable to each such Fund.

The Base Currency of each Fund and each Shares Class will be determined by the ICAV and will be set out in the Relevant Supplement.

On the introduction of any new Fund or creation of a new Class in an existing Fund, documentation will be prepared setting out the relevant details of each such Fund or Shares Class.

Upon the establishment of any further Funds, details of all existing Funds will be set out in the Prospectus or the Relevant Supplement.

Investors may deal in the Shares by subscribing for and/or having their Shares redeemed in accordance with the terms of the Prospectus and the Relevant Supplement.

The Directors may receive an aggregate fee of up to €100,000 per annum.

The remuneration policy (together with compliance herewith) will be subject to an annual central and independent internal review by the Board.

The Board are responsible for managing the business affairs of the ICAV. Under the Instrument, the Directors have delegated the day-to-day portfolio management of each Fund to the Investment Managers and administration of the ICAV's affairs to the AIFM (including the calculation of the Net Asset Value and the Net Asset Value per Share) and to the Administrator (including Shareholder registration and transfer agency services and related services).

The Directors are listed below with their principal occupations. None of the Directors has entered into a service contract with the ICAV nor is any such contract proposed. The Directors have each entered into a letter of engagement with the ICAV. The ICAV has granted indemnities to the Directors in respect of any loss or damages which they may suffer save where this results from the Directors' negligence, default, breach of duty or breach of trust. The Instrument does not stipulate a retirement age for Directors and do not provide for retirement of Directors by rotation. The address of the Directors is the registered office of the ICAV.

The ICAV Secretary is Sanlam Asset Management (Ireland) Limited whose registered office is at Beech House, Beech Hill Road, Dublin 4, Ireland.

The directors of the ICAV are:

**Mark Fitzgerald – Chairman**

Mr. Fitzgerald has over 25 years' experience in management and senior leadership roles up to and including managing director and executive board level in banking, financial services and international fund services. He is currently a full time independent non-executive director. Mark was the founding chief operating officer of Citibank Europe plc and served in that role from 2001 to 2014. Mark served as an executive board member both of Citibank Europe plc and its immediate parent company Citibank Holdings Ireland Limited from 2004 until 2014. Mark served as director and head of trustee services for Citibank Trustees Ireland Limited from 1997 to 2001. Mark was head of trustee services for Ulster Bank Custodial Services from 1994 to 1997. Mark started his career in Allied Irish Investment Bank in 1987. He is a former president of the Irish Exporters Association. Mark is a past council member of the Irish Funds Industry Association and a past chairman of its trustee committee. He holds a barrister-at-law degree from Kings Inns and a bachelor of commerce degree from University College Cork. Mark is a certified investment fund director. He is a member of the certified investment fund director institute.



### **Christian Currivan**

Mr. Currivan (Irish resident) graduated from University College Cork in 1995 and holds a master's degree in Commercial Law from University College Dublin. He is currently a full time independent non-executive director. He received his professional legal training as a trainee solicitor with A&L Goodbody Solicitors. Post qualifying in 2001 as a solicitor, he worked as a lawyer within the banking and structured finance group of Matheson Solicitors and in 2003 was appointed as In-House Counsel to Deutsche International Corporate Services (Ireland) Limited ("**Deutsche**"). Since leaving Deutsche in 2006 he has provided directorship services to a number of Irish collective investment vehicles and has extensive experience as a non-executive director of Irish investment funds and companies active in structured products and capital markets.

### **John Eckstein**

Mr Eckstein graduated from the Rand Afrikaans University and holds a master's degree in Tax Law. He is currently the managing director of Portfolio Analytics Consulting, a position he has held for the past eleven years and Ci Collective Investments. Previously he spent seven years with Investec, primarily at Investec Asset Management and ultimately as a director of Investec Fund Managers and Investec Investment Management Services where he was responsible for product development, legal and compliance. Mr Eckstein also worked for Investec Treasury where he developed investment structures. Prior to this, he was in legal practice with Jacobs Robbertse Inc.

### **Alistair Starker**

Mr Starker has over 15 years' experience in management and senior leadership roles in financial services, internationally. He is currently managing director of SIP Mauritius. Prior to this, he was with Investec for 11 years as head of operations and service at Investec Investment Management Services and Investec Asset Management and earlier in his career Mr Starker was with Investec Asset Management for five years in product development and as a business analyst and systems programmer. He was also a director of Investec Assurance Limited, Guernsey Branch. Mr Starker graduated from Witwatersrand Institute of Technology in Industrial Engineering and then went on to graduate from the University of Witwatersrand in 1995 with a Bachelor of Commerce, majoring in finance and business information systems.

## **DIRECTORS DISCLOSURES**

None of the Directors has any unspent convictions in relation to indictable offences, been involved in any bankruptcies, individual voluntary arrangements, receiverships, compulsory liquidations, creditors voluntary liquidations, administrations, ICAV or partnership voluntary arrangements, any composition or arrangement with its creditors generally or any class of its creditors of any ICAV or partnership where they were a director or partner with an executive function, nor have had any public criticisms by statutory or regulatory authorities (including recognised professional bodies) nor has any Director ever been disqualified by a court from acting as a director of a ICAV or from acting in the management or conduct of the affairs of any ICAV.

A memorandum detailing the names of all corporate entities and partnerships of which the Directors have been a director or partner of in the past five years, together with an indication of whether or not the individual is still a director or partner, is available for inspection at the registered offices of the Secretary.

## **Remuneration Policies and Procedures**

The AIFM has established, implemented and maintains a remuneration policy which meets the requirements of, and complies with the principles set out in Schedule 2 of the AIFMD Regulations and the Remuneration Guidelines in a way and to the extent that it is appropriate to its size, internal organisation and the nature, scope and complexity of its activities.

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

Consistent with the principal of proportionality referred to in Part VII of the Remuneration Guidelines the pay-out process requirements in the Remuneration Guidelines have been dis-applied in the AIFM's remuneration policies. This disapplication has been made following assessment by the ICAV of each of the pay-out process requirements and takes account of specific facts applicable to the ICAV.

When delegating investment management functions, the AIFM shall ensure that such delegates are subject to regulatory requirements on remuneration that are equally effective as those applicable to the AIFM or that appropriate contractual arrangements are put in place with such delegates to ensure there is no circumvention of the remuneration requirements as set out in the AIFMD Regulations.

## THE AIFM

The AIFM has been appointed to serve as the ICAV's alternative investment fund manager and to manage the assets of each Fund in accordance with its investment objective and policies pursuant to an Amended and Restated Management Agreement (summarised under General Information below). The AIFM has responsibility for the investment management of the ICAV with power to delegate such functions subject to the overall supervision and control of the Directors. The AIFM, a limited liability company incorporated in Ireland on 18 June 1997, is owned by Sanlam Limited. The authorised share capital of the AIFM is €1,269,738 of which €126,973.80 is in issue and fully paid. The AIFM also acts as manager of Sanlam Universal Funds plc and MLC Global Multi-Strategy UCITS Funds plc and as alternative investment fund manager to two other collective investment schemes namely Sanlam Qualifying Investors Funds plc and Sanlam Global Fund plc.

The AIFM has responsibility for the management of the ICAV's affairs and distribution of the Shares, subject to the overall supervision and control of the Directors. The AIFM has delegated the performance of certain of its investment management functions in respect of the ICAV to the Investment Managers. The AIFM has delegated the performance of certain of its distribution functions in respect of the ICAV to the Distributors.

These delegation arrangements have been notified to the Central Bank and made in accordance with the AIFM's delegation policy and the AIFM Regulations and the AIF Rulebook. The AIFM will notify the Central Bank before any further delegation becomes effective and will be able to justify its entire delegation structure with objective reasons.

Among other requirements of AIFMD, the AIFM shall:

- (subject to the overall policy and supervision of the Directors) have full power, authority and right to exercise the functions, duties, powers and discretion exercisable by the Directors under the Articles either itself or wholly or in part through authorised officers, directors, employees, agents or delegates to manage the investment and re-investment of each Fund with a view to achieving its investment objectives;
- be responsible for the management of the assets of each Fund;
- be responsible for making available to prospective investors the information required by the AIFM Regulations;
- comply with all duties, obligations and functions of an AIFM as are contained in the AIFM Regulations, the Level 2 Regulation and the AIF Rulebook as they apply to the services it provides to the Company; and
- be responsible for marketing and distributing the Shares of the Company and performing such other duties as required under AIFMD.

The AIFM's senior management is responsible for: valuation policies; compliance function; investment policy; investment strategy; risk limits and investment decision-taking monitoring. The AIFM's senior management shall receive regular (at least annual) written reports on compliance, internal audit and risk management and regular reports on (i) the implementation of investment strategies; and (ii) internal procedures for taking investment decisions.

The AIFM shall ensure that its decision-making procedures and its organisational structure ensure fair treatment of Shareholders in the ICAV.

The directors of the AIFM are:

**Tom Murray** (Irish national and resident) has worked in investment banking and financial services for over 25 years. He is currently a non-executive director of several corporates and collective investment vehicles including UCITS, QIFs, Hedge Funds and s.110 companies. He currently serves as a non-executive director of various regulated funds including funds promoted by Deutsche Bank, Old Mutual, Skandia and Barclays. In addition Mr Murray is a non-executive director of Skillsoft, the leading e-learning company and Touax, an international leasing operation. He obtained a Bachelor of Commerce Degree from University College Dublin in 1976 and qualified as a Chartered Accountant with Coopers & Lybrand in 1980 where he was a computer audit specialist and systems analyst. He was also a

member of the National Futures Association between 1990 and 1992. During 2011, Mr Murray was awarded a Diploma in Directors Duties & Responsibilities by the Institute of Chartered Accountants in Ireland. Between 2004 and 2008, Mr Murray was a director of Merrion Corporate Finance Ltd where he was involved in several high profile transactions including the initial public offering of Aer Lingus, Eircom and the sale of Reox. Prior to joining Merrion, he was Treasury Director of Investec Bank Ireland where he was responsible for funding, asset and liability management, corporate and proprietary foreign exchange dealing, stock lending and borrowing, equity financing and structured finance activities. In 1987, he was a founder director and early shareholder in Gandon Securities Ltd, the first entity to be licenced to operate in the International Financial Services Centre, Dublin. Initially, Mr Murray served as Finance Director where, inter alia, he was instrumental in the design and implementation of the financial control and risk management systems for the proprietary trading division. In 1990 Mr Murray moved into a business development role where he established the structured finance, managed futures and equity financing units. In 2000, Gandon Securities Ltd was acquired by Investec Bank and Mr Murray was appointed Treasury Director in which role he served for 4 years. Prior to joining Gandon between 1981 and 1987, Mr Murray was the Chief Financial Officer of Wang International Finance Ltd, the vendor financing division of Wang Computers, where he established the tax, legal and financial reporting structures for computer leasing operations in 14 countries globally.

**Richard Aslett** (British national and Irish resident) is the Chief Executive Officer of Sanlam Asset Management (Ireland) Limited, the Company, having joined in July 2005. Prior to this, he worked as Finance Manager for Bank of Ireland Securities Services Limited, Dublin between 1999 and 2005. Prior to this, he worked in a number of financial services sectors within the United Kingdom including banking, home loan administration and fund management. Mr. Aslett is a Fellow of the Association of Chartered Certified Accountants and completed a Master's in Business Administration at University College Dublin in 2003.

**Thomas van Heerden** (South African) is currently the Chief Operating Officer of Sanlam Investment Group, a position he has held since 12 April 2019. He joined Sanlam Investment Management in 2002 as the Head of Information Technology and was subsequently appointed Head of Investment Operations in 2005. Following the acquisition of the Satrix business by Sanlam Investment Management in October 2012, Mr van Heerden was appointed as CEO of that business, and thereafter he was appointed as Chief Operating Officer of Sanlam Investments on 1 January 2016.

Prior to joining Sanlam, Mr van Heerden initially worked as a management consultant and later spent seven years in the USA, five of which as a partner in an IT consulting company. Mr van Heerden holds a Ph.D. Engineering from the Cambridge University and a Civil Engineering (Cum Laude) from Stellenbosch University.

The Amended and Restated Management Agreement provides that the appointment of the AIFM will continue in force unless and until terminated by either party giving to the other not less than 90 days written notice although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other; the Agreement contains certain indemnities in favour of the AIFM which are restricted to exclude matters arising by reasons of the fraud, bad faith, negligence or wilful default of the AIFM in the performance or non-performance of its duties or obligations and certain provisions regarding its legal responsibilities and limitations thereon.

## **THE INVESTMENT MANAGER**

Details of all investment managers appointed by the AIFM are disclosed in the Relevant Supplement.

Details of all sub-investment managers appointed by the AIFM will be disclosed in the ICAV's periodic reports, and details of all sub-investment managers appointed where such sub-investment managers are paid directly out of the Fund's assets will be disclosed in the Relevant Supplement, in accordance with the Central Bank's requirements. If more than one sub-investment manager is appointed to a Fund, the Investment Manager shall allocate the assets of the Fund between sub-investment managers in such proportion as it shall, at its discretion, determine. The details of all sub-investment managers appointed will be provided to shareholders on request.

## **INVESTMENT ADVISOR**

Details of any investment advisor or any other additional investment advisor appointed in respect of a Fund whose fees are payable from the assets of such Fund will be set out in the Relevant Supplement.

Details of any other investment advisor appointed in respect of a Fund whose fees are not payable from the assets of the Fund will be provided to Shareholders on request and disclosed in the periodic reports of the ICAV of the Fund.

## THE ADMINISTRATOR

The AIFM and the ICAV have appointed Northern Trust International Fund Administration Services (Ireland) Limited to act as administrator, registrar, transfer agent of the ICAV pursuant to an Administration Agreement dated 2 February, 2024, as may be amended from time to time, among the ICAV, the AIFM and Northern Trust International Fund Administration Services (Ireland) Limited).

The Administrator is a private limited liability company incorporated in Ireland on 15 June 1990 and is an indirect wholly-owned subsidiary of Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. As at 30 September 2023, the Northern Trust Group's assets under custody and administration totalled in excess of US\$14.2 trillion. The principal business activity of Northern Trust International Fund Administration Services (Ireland) Limited is the administration of collective investment schemes. The Administrator is authorised by the Central Bank to provide administration services to collective investment schemes.

The duties and functions of the Administrator include, inter alia, the calculation of the Net Asset Value and the Net Asset Value per Share, calculation of management and performance fees (if applicable), the keeping of all relevant records in relation to the ICAV as may be required with respect to the obligations assumed by it pursuant to the Administration Agreement, the preparation and maintenance of the ICAV's books and accounts, liaising with the Auditors in relation to the audit of the financial statements of the ICAV, carrying out the issue and redemption of Shares and the provision to the AIFM of certain registration and transfer agency services, subject to the overall supervision of the Directors.

The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the ICAV and is responsible and liable only for the administration services that it provides pursuant to the Administration Agreement. The Administrator is a service provider and is not responsible for the preparation of this document other than the preparation of the above description and accepts no responsibility or liability for any information contained in this document except disclosures relating to it. The Administrator will not participate in any investment decision-making process.

The Administration Agreement provides that the appointment of the Administrator by the ICAV and the AIFM of the Administrator will continue in force unless and until terminated by any party giving to the other parties not less than 90 days written notice of termination although in certain circumstances (e.g. the insolvency of any party, unremedied breach after notice thereof) the Agreement may be terminated forthwith by notice of termination in writing by any party to the other parties. The Administration Agreement contains certain indemnities by the ICAV in favour of the Administrator, its officers, employees, agents, subcontractors and representatives excluding matters arising by reason of the negligence, fraud, bad faith or wilful default of the Administrator in the performance of its duties and obligations under the Administration Agreement. The Administration Agreement is governed by and construed in accordance with the laws of Ireland and accordingly is recognised and enforceable under the laws of Ireland.

## THE DEPOSITARY

The ICAV and the AIFM have appointed Northern Trust Fiduciary Services (Ireland) Limited to act as Depositary to the ICAV pursuant to a Depositary Agreement dated 2 February, 2024, as may be amended from time to time.

The Depositary is a private limited liability company incorporated in Ireland on 5 July 1990 and its main activity is the provision of depositary and custody services to collective investment schemes. The Depositary is an indirect wholly-owned subsidiary of Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. As at 30 September 2023, the Northern Trust Group's assets under custody and administration totalled in excess of US\$14.2 trillion.

Up-to-date information regarding the Depositary's identity, a description of its duties, delegation of any of its duties and the applicable conflicts of interests will be made available to Shareholders on request.

The Depositary is a service provider to the ICAV and is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the ICAV and is not responsible for the preparation of this document other than the preparation of the above description and accepts no responsibility or liability for any information contained in this document except disclosures relating to it. The Depositary will not participate in the investment decision-making process. As at the date of this Prospectus, the Depositary is not aware of any conflicts of interest in respect of its appointment as depositary to the ICAV. If a conflict of interest arises, the Depositary will ensure it is addressed in accordance with the Depositary Agreement, applicable laws and in the best interests of the Shareholders.

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

The Depositary Agreement provides that the ICAV shall indemnify and keep indemnified and hold harmless the Depositary (and each of its directors, officers and employees) out of the assets of the relevant Fund from and against any and all third party actions, proceedings claims, costs, demands and expenses which may be brought against suffered or incurred by the Depositary other than in circumstances where the Depositary is liable by reason of (i) loss of financial instruments held in custody (unless the loss has arisen as a result of an external event beyond the control of the Depositary) and/or (ii) the Depositary's negligent or intentional failure to properly fulfil its obligations under the AIFMD Regulations.

Under the terms of the Depositary Agreement, the Depositary may delegate its safekeeping obligations provided that (i) the services are not delegated with the intention of avoiding the requirements of the AIFMD Regulations, (ii) the Depositary can demonstrate that there is an objective reason for the delegation and (iii) the Depositary has exercised all due, skill, care and diligence in the selection and appointment of any third party to whom it wants to delegate parts of its depositary services and keeps exercising all due skill, care and diligence in the periodic review and ongoing monitoring of any third party to whom it has delegated parts of its safekeeping services and of the arrangements of the third party in respect of the matters delegated to it. The liability of the Depositary will not be affected by virtue of any such delegation.

The Depositary has delegated to its global sub-custodian, The Northern Trust Company, London branch, responsibility for the safekeeping of the ICAV's financial instruments and cash.

The AIFM or the ICAV will disclose to investors before they invest in the ICAV any arrangement made by the Depositary, to contractually discharge itself of liability. In the event that there are any changes to Depositary liability, the AIFM or the ICAV will inform Shareholders of such changes without delay. The Depositary in no way acts as guarantor or offeror of the ICAV's Shares or any underlying investment. The Depositary is a service provider to the ICAV and has no responsibility or authority to make investment decisions, or render investment advice, with respect to the assets of the ICAV. The Depositary Agreement may be terminated by the AIFM, the ICAV or the Depositary on 90 days written notice or forthwith by notice in writing in certain circumstances such as the unremedied material breach after service of written notice provided that the Depositary shall continue to act as Depositary until a successor Depositary approved by



the Central Bank is appointed by the ICAV or the ICAV's authorisation by the Central Bank is revoked.

The Depositary Agreement is governed by and construed in accordance with the laws of Ireland and accordingly is recognised and enforceable under the laws of Ireland.

### **LOCAL PAYING AGENTS**

The ICAV (or the AIFM on behalf of the ICAV) may appoint local paying agents. Local regulations in certain countries including EEA countries and the United Kingdom may require the appointment of local paying agents and the maintenance of accounts by such paying agents through which subscription and redemption monies may be paid. Investors who choose, or are obliged under local regulations to pay subscription monies or receive redemption monies via an intermediary entity rather than directly to the Administrator bear a credit risk against that intermediate entity with respect to (a) subscription monies, prior to the transmission of such monies to the Administrator for the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant investor. Unless otherwise disclosed in the relevant Supplement, fees payable to any such paying agent shall be payable out of the assets of the relevant Fund at normal commercial rates.

### **DISTRIBUTORS**

Under separate distribution agreements, the Distributor appointed to market and distribute the Shares in South Africa and other jurisdictions, will be set out in the relevant Supplement.

## FEES AND EXPENSES

### ESTABLISHMENT AND OPERATING EXPENSES

The establishment expenses for the ICAV are not expected to exceed €100,000. The establishment expenses for each Fund will be set out on the Relevant Supplement. The establishment expenses may be amortised over an initial five year period unless otherwise provided for in the Relevant Supplement.

The ICAV or the AIFM will pay out of the assets of each Fund the following expenses (together with VAT thereon where applicable) as more particularly described in the Relevant Supplement and in the annual accounts of the relevant Funds/ICAV:

- (i) the fees and expenses (including transaction charges and out of pocket expenses) payable to the Directors, the AIFM, the Investment Manager, the Administrator, the Depositary, any sub-custodian and any other service providers and advisers, appointed in respect of such Fund and detailed in the relevant Supplement;
- (ii) all taxes and expenses which may be incurred in connection with the acquisition and disposal of Investments and all other assets of the ICAV;
- (iii) all taxes which may be payable on the assets, income and expenses chargeable to the ICAV;
- (iv) all brokerage, bank and other charges incurred by the ICAV in relation to its business transactions;
- (v) all remuneration, fees and expenses (including value added tax, if applicable) due to the AIFM, the Administrator, the Investment Manager, the Depositary, the Auditors, the External Valuer, any Investment Advisor, any distributor appointed to distribute Shares, any tax representative appointed for tax reporting purposes and the legal advisers to the ICAV and any other person, firm or corporation providing services to the ICAV;
- (vi) all expenses incurred in connection with publication and supply of information to Shareholders and in particular, but without limitation, the cost of printing and distributing the half yearly financial statements (if applicable) and the annual audited financial statements as well as any other reports to the Central Bank or to any other regulatory authority or the Shareholders and the cost of preparing, publishing and distributing the Prospectus and any other offering documents for Shares and the cost of all stationery, printing and postage costs in connection with the preparation and distribution of information to Shareholders;
- (vii) all expenses incurred in registering the ICAV with any governmental agencies or regulatory authorities and maintaining the registration of the ICAV with such governmental agencies or regulatory authorities and the cost of listing and maintaining a listing of Shares on any stock exchange;
- (viii) any and all expenses arising in respect of legal or administrative proceedings concerning the ICAV;
- (ix) all expense arising in respect of issuing, purchasing, repurchasing and redeeming Shares;
- (x) any and all expenses in relation the liquidation/ winding-up of the ICAV;
- (xi) expenses incurred in acquiring and disposing of Investments;
- (xii) expenses incurred in distributing income to Shareholders;
- (xiii) fees in respect of the publication and circulation of details of the Net Asset Value of each Fund and each Class of each Fund
- (xiv) the fees and expenses of the auditors, compliance facilitator, legal, money laundering reporting officer, tax and other professional advisers of the ICAV and of the Directors;

- (xv) the costs of convening and holding meetings of Shareholders (including meetings of Shareholders in any particular Fund or in any particular Class within a Fund and obtaining proxies in relation to such meetings) and meetings of Directors;
- (xvi) the costs of printing and distributing reports, accounts and any Prospectus;
- (xvii) the costs of publishing prices and other information which the ICAV is required by law to publish and any other administrative expenses;
- (xviii) taxes and duties payable by the ICAV;
- (xix) taxes (other than taxes taken into account as duties and charges) and contingent liabilities as determined from time to time by the Directors and/or the AIFM;
- (xx) interest on and charges incurred in relation to borrowings;
- (xxi) fees and expenses in connection with the listing of Shares on any stock exchange;
- (xxii) any costs incurred in modifying the Instrument of the ICAV or the Prospectus;
- (xxiii) insurance which the ICAV may purchase and/or maintain for the benefit of and against any liability incurred by any Director of the ICAV in the performance his or her duties;
- (xxiv) liabilities on amalgamation or reconstruction arising where the property of a body corporate or another collective investment scheme is transferred to the Depositary in consideration for the issue of Shares to the shareholders in that body or to participants in that other scheme, provided that any liability arising after the transfer could have been paid out of that other property had it arisen before the transfer and, in the absence of any express provision in the Instrument forbidding such payment, the Directors are of the opinion that proper provision was made for meeting such liabilities as were known or could reasonably have been anticipated at the time of transfer;
- (xxv) any costs incurred in forming a Fund or a Class (details of which will be set out in the Relevant Supplement);
- (xxvi) any other costs or expenses that may be taken out of the ICAV's property in accordance with the Instrument;
- (xxvii) any fees payable to the Central Bank and any other costs associated with any reporting or other regulatory requirements;
- (xxviii) any regulatory or other administrative fees, costs and expenses, including the fees, costs and expenses involved in complying with any regulatory, taxation or other requirements;
- (xxix) any costs incurred in relation to the verification of securities prices;
- (xxx) any administrative costs associated with compliance with local companies legislation and tax residency where required by the ICAV or any Fund;
- (xxxi) all expenses incurred in connection with the operation and management of the ICAV and all non-recurring and extraordinary items of expenditure as may arise from time to time.
- (xxxii) any other fees deemed appropriate by the Directors and/or the AIFM.

Such charges will be at normal commercial rates and will be collected at the time of settlement.

All fees and expenses will normally be charged to the Fund (or Class thereof, if appropriate) in respect of which they were incurred or, where the expense is not considered by the Directors and/or the AIFM to be attributable to any one Fund (or Class thereof) the expenses will normally be allocated, insofar as practicable to all Classes pro rata to the Net Asset Value of the relevant Funds. Expenses of a Fund

which are directly attributable to a specific Class of Shares are charged to the relevant Class. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors and/or the AIFM may calculate such fees and expenses on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any period.

Under the Instrument, the Directors are entitled to a fee as remuneration for their services at a rate to be determined from time to time by the Directors, but so that the aggregate amount of Directors' remuneration in any one year shall not exceed €100,000 without the approval of the Board of Directors and notified to Shareholders. The Directors and any alternate Directors may also be paid all travelling, hotel and other properly vouched expenses reasonably incurred in respect of the provision of services to the ICAV provided such expenses are approved by the Board of Directors.

## **CHANGES TO MAXIMUM ANNUAL FEE OF THE AIFM OR INVESTMENT MANAGER**

Any increase in the maximum annual fee (including any performance related fee) charged by the AIFM or Investment Manager in respect of an open-ended Fund where there is an opportunity to redeem or otherwise exit the Fund, where such annual fee is payable out of the assets of that Fund, may not be effected without prior approval on the basis of at least 75% of votes cast at a meeting of the Shareholders of such Fund. In the event of an increase to the maximum annual fee a reasonable notification period must be provided to Shareholders by the ICAV with respect to the relevant Fund in order to enable Shareholders to redeem their Shares prior to the implementation of the increase.

Any increase in the maximum annual fee (including any performance related fee) charged by the AIFM or the Investment Manager in respect of a closed-ended Fund where there is no opportunity for Shareholders to redeem or otherwise exit the Fund, may not be effected without prior approval of at least 75% of votes cast at a meeting of the Shareholders of that Fund. If there is an opportunity for Shareholders to redeem or otherwise exit the closed-ended Fund, the increase may not be effected without prior approval on the basis of at least 50% votes cast at a meeting of the Shareholders of that Fund.

## **AIFM FEES**

The AIFM shall be entitled to receive a management fee in relation to each Fund as specified in the Relevant Supplement. The AIFM shall also be entitled to reimbursement of all reasonable vouched out-of-pocket expenses and disbursements, and for any value added tax payable on any such disbursement, incurred with respect to the relevant Fund, by deduction from the gross income of the relevant Fund subject to the terms of the Relevant Supplement.

Unless otherwise provided in any Relevant Supplement, the ICAV will pay the AIFM fees out of the assets of the relevant Fund and the AIFM shall be entitled to reimbursement by the ICAV for any value added tax payable in relation thereto.

## **INVESTMENT MANAGEMENT AND PERFORMANCE FEES**

The fees of any Investment Manager, sub-investment manager and / or other advisor will be set out in the Relevant Supplement if paid out of the assets of the Fund.

## **ADMINISTRATOR FEES**

The Administrator will be entitled to receive a fee in respect of the ICAV accruing and payable in arrears at a rate and period specified in the Relevant Supplement of each Fund. In all cases, it is expected that the fee will be subject to a minimum base charge per annum. Administrator fees may be waived or deferred in total or in part at the discretion of the Administrator for such period or periods of time as may be agreed between the ICAV and the Administrator. The basis upon which charges are calculated and levied will be subject to renegotiation or amendment from time to time as agreed between the ICAV and Administrator.

The Administrator will also be entitled to be reimbursed for transaction costs and reasonable out-of-pocket expenses incurred by it in respect of each Fund as set out in the Relevant Supplement.

## **DEPOSITARY FEES**

The Depositary will be entitled to receive a depositary fee in respect of the ICAV accruing and payable in arrears at a rate and period specified in the Relevant Supplement of each Fund. In all cases, it is expected that the depositary and trustee fee will be subject to a minimum base charge per annum. depositary fees may be waived or deferred in total or in part at the discretion of the Depositary for such period or periods of time as may be agreed between the ICAV and the Depositary. The basis upon which charges are calculated and levied will be subject to renegotiation or amendment from time to time as agreed between the ICAV and Depositary.

The fees of any sub-custodians appointed by the Depositary will be at normal commercial rates and invoiced separately in respect of each Fund.

## **ANTI-MONEY LAUNDERING PROCEDURES**

The Fund and Administrator may carry out electronic searches of publically available or paid information with regard to anti-money laundering and client identification requirements and may retain records on file from such electronic searches.

Measures aimed at the prevention of money laundering may require an applicant for Shares to verify its identity and/or the source of funds to the Administrator. Depending on the circumstances of each application, verification of the source of funds may not be required where the application is made through a recognized intermediary. This exception will only apply if the financial institution or intermediary referred to above is within a country recognized by Ireland as having equivalent anti-money laundering regulations.

By way of example an individual will be required to produce a copy of a passport or identification card or photo licence with photo duly certified by a public authority such as a notary public or the ambassador in his country of residence, together with one document showing evidence of his address such as a utility bill, bank statement, social security documents, household/motor insurance certificates or a mobile phone bill. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names, occupations, dates of birth, residential and business addresses, a certified copy of a passport and utility bill of all directors and beneficial owners.

The details given above are by way of example only and the Administrator will request such information and documentation as it considers is necessary to verify the identity or source of funds of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and the subscription monies relating thereto, in which case the subscription monies will be returned without interest to the account from which the monies were originally debited, or may refuse to process a redemption request until proper information has been provided.

Each applicant for Shares acknowledges that the Administrator shall be held harmless against any loss arising as a result of a failure to process its application for Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant.

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 the consolidated list of persons, groups and entities subject to European Union financial sanctions, 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 or European Union sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene international and/or European Union laws and regulations, including anti-money laundering laws and regulations.

## **RISK FACTORS**

Investment in the ICAV carries with it a degree of risk including, but not limited to, the risks referred to below. The value of the Shares may go down as well as up and investors may not get back the amount invested. The investment risks set out below do not purport to be exhaustive and potential investors should review this Prospectus carefully and in its entirety and consult with their professional advisers before making an application for Shares. Additional risks which are specific to a particular Fund will be specified in the Relevant Supplement.

An investment in the ICAV involves certain risks. Also, although intended to protect capital and enhance returns in varying market conditions, certain trading and hedging techniques which may be employed by the ICAV such as leverage, short selling and investments in options or commodity or financial futures could increase the adverse impact to which the ICAV may be subject. Prospective Shareholders should carefully consider the following risk factors which relate to an investment in the Funds.

### **Umbrella Structure of the ICAV**

Pursuant to Irish law 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 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.

### **Collection Account Risk**

Any failure to supply the ICAV or the Administrator with any documentation requested by them for anti-money laundering purposes, as described above, may result in a delay in the settlement of redemption proceeds or dividend payments. In such circumstances, the Administrator will process any redemption request received by a Shareholder and by doing so that investor is no longer considered a Shareholder. Accordingly, Shareholders should note that any redemption proceeds and any sums payable by way of dividend being paid out by a Fund and held for any time in the Collection Account shall remain an asset of the relevant Fund. In the event of the insolvency of the ICAV or the relevant Fund, the Shareholder will rank as an unsecured creditor of the relevant Fund until such time as the Administrator is satisfied that its anti-money-laundering procedures have been fully complied with, following which redemption proceeds will be released or the dividend paid (as applicable) to the relevant Shareholder. Accordingly, Shareholders are advised to promptly provide the ICAV or Administrator (as appropriate) with all documentation requested to reduce the risk in this scenario. Redeeming investors will not benefit from any appreciation in the Net Asset Value or any other Shareholder rights (including, without limitation, the entitlement to future dividends if applicable) in respect of such amounts.

As detailed under the heading "Subscriptions" above, the Administrator also operates the Collection Account with respect to receipt of subscription monies. In this scenario, the investor is subject to the risk of becoming an unsecured creditor and is not deemed a Shareholder in the event of the insolvency of the relevant Fund during the period between receipt of subscription monies and the Dealing Day on which the Shares are issued and the subscription monies are transferred to the Fund operating account. The subscribing investors will be exposed to the credit risk of the institution at which the Collection Account has been opened. Such investors will not benefit from any appreciation in the Net Asset Value or any other Shareholder rights in respect of the subscription monies (including dividend entitlements if applicable) until such time as the Shares are issued on the relevant Dealing Day.

The ICAV reserves the right to reverse any allotment of Shares in the event of a failure by the Shareholder to settle the subscription monies on a timely basis. In such circumstances, the ICAV shall compulsorily redeem any Shares issued and the Shareholder shall be liable for any loss suffered by the relevant Fund in the event that the redemption proceeds are less than the amount originally subscribed for minimising the potential impact on the Fund. For the avoidance of doubt, the relevant Shareholder shall not be entitled to any profit arising from such a redemption of Shares in the event that the redemption proceeds are worth more than the amount originally subscribed for.

Shareholders in solvent Funds should not be impacted by the insolvency of a sister Fund as the ICAV is established with segregated liability. However, there can be no categorical assurance that, should an action be brought against the ICAV in the courts of another jurisdiction, that the segregated nature of

the Funds will necessarily be upheld. Shareholders attention is drawn to the risk factor under the heading "Umbrella Structure of the ICAV"

### **Depositary Risks**

The Depositary and its delegates, if any, will have custody of a Fund's securities, cash, distributions and rights accruing to the Funds' securities accounts. Although this is generally done to reduce risk, there can be no assurance that holding securities through the Depositary or its delegates will eliminate custodial risk. The Funds will be subject to credit risk with respect to the Depositary and the delegates, if any.

In addition, certain of a Fund's assets may be held by entities other than Depositary and its delegates. For example, a Fund may provide certain of its assets as collateral to counterparties or brokers in connection with derivatives contracts. If a Fund has over-collateralised derivative contracts, it is likely to be an unsecured creditor of any such counterparty or broker in the event of its insolvency.

The Funds may invest in markets where custodial and/or settlement systems are not fully developed. Increased risks are associated with such investments. In particular, investors should be aware that there is a heightened depositary risk for Funds which may invest in certain countries outside of the EU (each a "**third country**") where the laws of the third country require that the financial instruments are held in custody by a local entity and no local entities satisfy the delegation requirements in AIFMD. Accordingly such entities may not be subject to effective prudential regulation and supervision in the third country or subject to external audit to ensure that the financial instruments are in its possession.

In such circumstances, the Depositary may delegate its custody duties under the Depositary Agreement to such a local entity only to the extent required by the law of the third country and only for as long as there are no local entities that satisfy the delegation requirements and the Depositary may discharge itself of liability for the loss of such financial instruments. Such discharge of liability is subject to the conditions of Article 21(14) of AIFMD being met.

### **Cybersecurity Risk**

Cybersecurity breaches may occur allowing an unauthorised party to gain access to assets of the Funds, Shareholder data, or proprietary information, or may cause the ICAV, the AIFM, the Investment Manager, the Administrator or the Depositary to suffer data corruption or lose operational functionality.

A Fund may be affected by intentional cybersecurity breaches which include unauthorised access to systems, networks, or devices (such as through "hacking" activity); infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. In addition, unintentional incidents can occur, such as the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws). A cybersecurity breach could result in the loss or theft of Shareholder data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause the ICAV, the AIFM, the Investment Manager, the Administrator, the Depositary, or other service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss. Consequently, Shareholders may lose some or all of their invested capital. In addition, such incidents could affect issuers in which a Fund invests, and thereby cause a Fund's investments to lose value, as a result of which investors, including the relevant Fund and its Shareholders, could potentially lose all or a portion of their investment with that issuer.

### **Collateral and Re-Use Arrangements**

Details of any collateral and asset re-use arrangements of a Fund will be detailed in the Supplement of that Fund. Any changes to any right of re-use of collateral or guarantee will be disclosed to Shareholders in accordance with the AIFMD Regulations.

The terms of hedging arrangements and other derivative transactions entered into by a Fund may provide that collateral given to, or received by, such Fund may be pledged, lent, re-hypothecated or otherwise re-used by the collateral taker for its own purposes. If collateral received by a Fund is re-

invested or otherwise re-used, that Fund is exposed to the risk of loss on that investment. Should such a loss occur, the value of the collateral will be reduced and the Fund will have less protection if the counterparty defaults. Similarly, if the counterparty re-invests or otherwise re-uses collateral received from a Fund and suffers a loss as a result, it may not be in a position to return that collateral to the Fund should the relevant transaction complete, be unwound or otherwise terminate and that Fund is exposed to the risk of loss of the amount of collateral provided to the counterparty.

## **Liquidity and Risk Management**

The AIFM in consultation with the relevant Investment Manager, employs a liquidity management system and has adopted documented procedures which enable it to monitor the liquidity risk of the ICAV and each of its Funds and ensure that the liquidity profile of each Fund's investments enable the ICAV to meet redemption requests in respect of each of its Funds in normal circumstances. In addition, there are procedures that allow the AIFM in consultation with the relevant Investment Manager, to manage the liquidity of each of its Funds in exceptional circumstances. The AIFM's liquidity management procedures are reviewed on at least an annual basis.

The AIFM in consultation with the relevant Investment Manager, conducts periodic stress tests under normal and exceptional liquidity conditions at a frequency which is appropriate to the nature of the relevant Fund, having regard to a range of issues, including the relevant Fund's investment strategy, liquidity profile, type of investor, dealing frequency and redemption policy.

Each Fund will bear the risk of cessation of trading in the markets for securities and other instruments in which it invests. Any such cessation will affect an Investment Manager's ability to initiate or close out positions. Poor liquidity for securities and other instruments may adversely affect the Net Asset Value of the Fund as the Investment Manager may not be able to initiate or close out positions on the terms on which it may wish to do so. Poor liquidity may also affect a Fund's ability to effect redemptions.

The ICAV's activities may involve investment in, and trading of, Asset Backed Securities and other structured finance products in line with the stated aims and objectives of each Fund as set out in the Relevant Supplement. Performance of each Fund will be heavily reliant on performance of the underlying investments which can be unduly influenced by the markets in which they trade. These markets are typically considered as "Over the Counter" ("OTC") markets which carry additional risks, including a heightened potential lack of liquidity, when compared to regulated exchanges.

## **Pricing Errors**

It is possible that errors may be made in the calculation of the Net Asset Value. In determining whether compensation will be payable to a Fund and/or individual Shareholders as a result of such errors, the ICAV may have regard to the guidelines in this regard issued by Irish Funds. These guidelines apply a materiality threshold to the level of the pricing error for the purposes of determining whether compensation should be considered, and the guidelines also set out guidance on circumstances where a pricing error does not merit compensation. In this context, the materiality threshold currently set out in the guidelines is 0.5% of Net Asset Value, which is considered to reflect general market practice at the date of this Prospectus. As such, and subject on each occasion to the approval of the Depositary, who in accordance with the requirements of the Central Bank is ultimately responsible for determining materiality, compensation may not be payable for errors where the effect on the relevant Fund's Net Asset Value is below the materiality threshold. Notwithstanding the foregoing, there may be circumstances when the Directors or Depositary consider it appropriate for compensation to be paid notwithstanding that the impact of the error was below the materiality threshold. Conversely, in the case of errors above the materiality threshold, where there is fault on the part of the ICAV or its service providers, compensation will generally be payable, with any decision not to pay compensation in such circumstances requiring the approval of the Directors and also the Depositary. The Central Bank has not set any requirements in this regard and the Central Bank's approval of this Prospectus should not be interpreted as an endorsement of what is market practice and a term of this offering.

## **Valuation**

Because of the overall size and concentrations in particular markets and maturities of positions that may be held by a Fund from time to time, the liquidation values of the securities and other investments held



for the related Classes may differ significantly from the interim valuations of such investments derived from the valuation methods described herein. Such differences may be further affected by the time frame within which such liquidation occurs. Third party pricing information may at times not be available regarding securities and other investments held by a Fund, which will affect the amount of the portfolio management fees and performance fees, may involve uncertainties and determinations based upon judgment and if such valuation should prove to be incorrect, the related Net Asset Value could be adversely affected.

### **Effect of Substantial Redemptions**

Substantial redemptions by Shareholders within a short period of time could require the Fund to liquidate securities positions or other investments more rapidly than would otherwise be desirable, possibly reducing the value of the Fund's assets and/or disrupting the Manager and/or the relevant Investment Manager's investment strategy. Reduction in the size of the Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

### **No Action by Investors**

The Shareholders have no right to enforce any of the rights associated with investments held by the Fund. No Shareholder will have any right to act directly with respect to such investments or to proceed directly against the issuer of any of the equity securities held by a Fund. Most likely, any dispute relating to the performance, interpretation or construction of the terms and conditions governing any of the investments will be subject to the jurisdiction of courts in the country to which such instrument is related or subject and will be governed by the laws of such country.

### **Market Considerations**

The capital investments of a Fund are subject to normal market fluctuations and there can be no assurances that appreciation will occur. A Fund will endeavour to maintain a diversified portfolio of investments so as to reduce risk but the price of the Shares in the ICAV can go down as well as up and on redemption investors may not realise their initial investment.

### **Competition for Investment Management Services**

The principals of the Investment Manager will devote as much of their time to the business of the ICAV as is reasonably required in their judgment. They may potentially have conflicts of interest in allocating management time, services and functions among the ICAV and any other fund or ventures which they may organise although such conflicts will be managed by the Investment Manager in line with their agreed best execution policy.

### **Competition for Investments**

The principals of the Investment Manager may organize other funds or manage accounts with investment objectives similar to those of the Funds. The Investment Manager Agreement provides that the Investment Manager will not be obligated to present any particular investment opportunity to a Fund, even if such opportunity is of a character which, if presented to a Fund, could be taken by it. The Investment Manager has agreed to act in a manner which the Investment Manager in good faith considers fair and equitable in allotting investment opportunities to the ICAV.

### **Directors**

From time to time, a Director may also be a member or shareholder of an Investment Manager, Investment Advisor or a shareholder and / or a director of an associated ICAV to the Investment Manager and/or Investment Advisor. The fiduciary duty of any such Director may compete with or be different from the interests of the Investment Manager and/or Investment Advisor and only the Directors may terminate the services of the Investment Manager. Consequently, such Directors may have a conflict of interest in relation to their duties to the ICAV.

## **Price Fluctuations**

The performance of a Fund may be affected by changes in economic and market conditions and in legal, regulatory and tax requirements. A Fund will be responsible for paying its fees and expenses regardless of its level of profitability.

## **Currency Risk**

The Net Asset Value per Share will be computed in the Base Currency of the relevant Fund whereas the investments held for the account of that Fund may be acquired in other currencies. The Base Currency value of the investments of the ICAV, which may be designated in any currency, may rise and fall due to exchange rate fluctuations in respect of the relevant currency. Adverse movements in currency exchange rates can result in a decrease in return and a loss of capital. It may not be possible or practicable to successfully hedge against the consequent currency risk exposure in all circumstances.

## **Redenomination Risk**

The ICAV may invest in assets denominated in Euro (€). Such investments carry potential redenomination risk in the event member states of the Eurozone seek to redenominate the common currency. Legal implications remain unclear and as such effective hedging against redenomination risk is not possible.

## **Futures and Options Contracts and Hedging Strategies**

Subject to the terms and conditions set out in the Relevant Supplement, each Fund may use futures and options for efficient portfolio management and to attempt to hedge or reduce the overall risk of its investments. In addition, a Fund may actively invest in futures, options and other derivative instruments to enhance return. A Fund's ability to use these strategies may be limited by market conditions, regulatory limits and tax considerations. Use of these strategies involves certain special risks, including (i) dependence on the Investment Manager's ability to predict movements in the price of securities being hedged and movements in interest rates; (ii) imperfect correlation between movements in the securities or currency on which a futures or options contract is based and movements in the securities or currencies in the ICAV; (iii) the absence of a liquid market for any particular instrument at any particular time; and (iv) the degree of leverage inherent in futures trading, i.e., the low margin deposits normally required in futures trading means that futures trading may be highly leveraged. Accordingly, a relatively small price movement in a futures contract may result in an immediate and substantial loss to a Fund.

## **Share Currency Designation Risk**

A Class of Shares of a Fund may be 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 a depreciation of the value of such Shares as expressed in the designated currency.

In this case, a currency conversion will take place on subscriptions, redemptions, exchanges and distributions at prevailing exchange rates. The Fund reserves the right to mitigate the effect of significant non-Base Currency subscriptions, redemptions, exchanges and distributions on the Class Net Asset Value by requiring the applicant or relevant Shareholder, rather than the Fund, to bear the costs of foreign exchange on relevant subscriptions, redemptions, exchanges and distributions into or out of the Fund.

## **Counterparty Risk**

Each Fund will be exposed to credit risk on the counterparties with which it trades in relation to futures and option contracts and contracts for differences that are not traded on a recognised exchange. Such instruments are not afforded the same protections as may apply to participants trading futures or options on organised exchanges, such as the performance guarantee of an exchange clearing house. Each Fund will be subject to the possibility of the insolvency, bankruptcy or default of a counterparty with which that Fund trades such instruments, which could result in substantial losses to the Fund.

For example, in relation to a Fund's right to the return of assets equivalent to those of a Fund's investments which have been transferred to a prime broker (where appointed) (or any other broker selected by the Investment Manager in respect of specific transactions) as collateral or margin, the Fund will rank as one of the broker's unsecured creditors and, in the event of the insolvency of such broker, the Fund might not be able to recover such equivalent assets in full.

## **Settlement Risks**

Each Fund will also be exposed to a credit risk on parties with whom it trades securities, and may also bear the risk of settlement default, in particular in relation to debt securities such as bonds, notes and similar debt obligations or instruments. Shareholders should also note that settlement mechanisms in emerging markets are generally less developed and reliable than those in more developed countries and that this therefore increases the risk of settlement default, which could result in substantial losses for a Fund in respect to investments in emerging markets. Shareholders should also note that the securities of small capitalisation companies as well as the securities of companies domiciled in emerging markets are less liquid and more volatile than more developed stock markets and this may result in fluctuations in the price of the Shares.

## Emerging Market Risks

Where a Fund invests in emerging markets, such investments require consideration of certain risks typically not associated with investing in securities in more developed markets.

Numerous emerging market countries have recently experienced serious and potentially continuing, economic and political problems. Stock markets in many emerging countries are relatively small and risky. Investors are often limited in their investment and divestment activities. Additional restrictions may be imposed under emergency conditions. Emerging market securities may decline or fluctuate because of economic and political actions of emerging market governments and less regulated or liquid securities markets. Investors holding the securities are also exposed to emerging market currency risk (the possibility that that emerging market currency will fluctuate against the Base Currency of a Fund). The legal infrastructure and accounting, auditing and reporting standards in emerging market countries in which a Fund may invest may not provide the same degree of information to investors as would generally apply internationally. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from international accounting standards.

The legal and regulatory environment is sometimes uncertain and the standards of corporate governance, accounting, auditing and reporting standards may not provide the same degree of investor information and protection as would apply in more developed markets. Furthermore, corporate governance, investor protection, settlement, clearing, registration.

Investors' attention is also drawn to the risks referred to as **"Market Risks and Liquidity"**, **"Political Risks"** and **"Custodial Risks"** in the sections set out below.

## Settlement and Credit Risks

The trading and settlement practices of some of the stock exchanges or markets on which a relevant Fund may invest may not be the same as those in more developed markets, which may increase settlement risk and/or result in delays in realising investments made by a relevant Fund. In addition, a relevant sub-fund will be exposed to credit risk on parties with whom it trades and will bear the risk of settlement default. The Depositary may be instructed by the relevant investment manager to settle transactions on a delivery free of payment basis where the investment manager believes and the Depositary agrees that this form of settlement is common market practice. Shareholders should be aware, however, that this may result in a loss to a relevant Fund if a transaction fails to settle and the Depositary will not be liable to the relevant Fund or to the shareholders for such a loss.

## Regulatory Risks and Accounting Standards

Disclosure and regulatory standards may be less stringent in certain securities markets than they are in developed countries and there may be less publicly available information on the issuers than is published by or about issuers in such developed countries. Consequently some of the publicly available

information may be incomplete and/or inaccurate. In some countries the legal infrastructure and accounting and reporting standards do not provide the same degree of shareholder protection or information to investors as would generally apply in many developed countries. In particular, greater reliance may be placed by the auditors on representations from the management of a company and there may be less independent verification of information than would apply in many developed countries. The valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may also be treated differently from international accounting standards.

#### **Political Risks**

The performance of a relevant sub-fund may be affected by changes in economic and market conditions, uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and in legal, regulatory and tax requirements. A relevant Fund may also be exposed to risks of expropriation, nationalisation and confiscation of assets and changes in legislation relating to the level of foreign ownership.

#### **Custody Risks**

Local custody services remain underdeveloped in many emerging market countries and there is a transaction and custody risk involved in dealing in such markets. In certain circumstances a relevant Fund may not be able to recover or may encounter delays in the recovery of some of its assets. Such circumstances may include uncertainty relating to, or the retroactive application of legislation, the imposition of exchange controls or improper registration of title. In some emerging market countries evidence of title to shares is maintained in "book-entry" form by an independent registrar who may not be subject to effective government supervision, which increases the risk of the registration of a relevant Fund's holdings of shares in such markets being lost through fraud, negligence or mere oversight on the part of such independent registrars. The costs borne by a relevant Fund in investing and holding investments in such markets will generally be higher than in organised securities markets.

#### **Market Risks and Liquidity**

The profitability of a significant portion of a Fund's investment program depends to a great extent upon correctly assessing the future course of the price movements of securities and other investments. There can be no assurance that the Investment Manager will be able to predict accurately these price movements. Although the Investment Manager may attempt to mitigate market risk through the use of long and short positions or other methods, there is always some, and occasionally a significant, degree of market risk.

Furthermore, the Fund may be adversely affected by a decrease in market liquidity for the instrument in which it invests which may impair a Fund's ability to adjust its position. The size of a Fund's positions may magnify the effect of a decrease in market liquidity for such instruments. Changes in overall market leverage, deleveraging as a consequence of a decision by a prime broker (where appointed) to reduce the level of leverage available, or the liquidation by other market participants of the same or similar positions, may also adversely affect a Fund's portfolio. Some of the underlying investments of a Fund may not be actively traded and there may be uncertainties involved in the valuation of such investments. Potential investors should be warned that under such circumstances, the Net Asset Value of a Fund may be adversely affected.

#### **Foreign Exposure Risk**

Investing in foreign securities, including depository receipts, or securities of entities with significant foreign operations, involves additional risks which can affect a Fund's performance. Foreign markets, particularly emerging markets, may be less liquid, more volatile and subject to less government supervision than an investor's home market. There may be difficulties enforcing contractual obligations, and it may take more time for transactions to clear and settle. Less information may be available about foreign entities. The costs of buying and selling foreign securities, including tax, brokerage and custody costs, may be higher than those involving domestic transactions. The specific risks of investing in foreign securities include:

**Currency Risk:** The values of foreign investments (including emerging market investments) as set out in the relevant Supplement may be affected by changes in currency rates or exchange control regulations. If the local currency gains strength against the domestic currency, the value of the foreign security increases in domestic currency terms. Conversely, if the local currency weakens against the domestic currency, the value of the foreign security declines in domestic security terms. Unless set out in the relevant Fund Supplement, the Investment Manager do not intend to hedge the resulting currency exposures back into the Base Currency, although they may do so at their discretion.

**Regulatory Risk:** Foreign companies (including companies located in emerging markets) as set out in the relevant Supplement often are not subject to uniform accounting, auditing and financial reporting standards or to other regulatory practices and requirements.

## **Brexit – Changes to the European Union and the Functioning and Applicability of the Treaty on European Union**

The UK ceased to be a member of the EU and the EEA on 31 January 2020 (such departure from the EU, “**Brexit**”). On 24 December 2020, a trade agreement was concluded between the EU and the UK (the “TCA”), which applied provisionally after the end of the transition period ending on 31 December 2020. The TCA formally took effect on 1 May 2021, and now governs the relationship between the UK and EU. Although the TCA covers many issues, such as economic partnership, free trade, law enforcement and judicial co-operation and governance, it is silent on items such as financial services equivalence. As such, there remains uncertainty as to the scope, nature and terms of the relationship between the UK and the EU and the effect and implications of the TCA. The actual and potential consequences of Brexit, and the associated uncertainty, have adversely affected, and for the foreseeable future may adversely affect, economic and market conditions in the UK, in the EU and its member states and elsewhere, and may also contribute to uncertainty and instability in global financial markets.

This uncertainty may, at any stage, adversely affect the ICAV and/or its investments. There may be detrimental implications for the value of the Funds’ investments and/or their ability to implement their investment programmes. The withdrawal of the UK from the EU could have a material impact on the UK’s economy and its future growth, impacting adversely the Funds’ investments in the UK. It could also result in prolonged uncertainty regarding aspects of the UK economy and damage customers’ and investors’ confidence. Any of these events could have a material adverse effect on the ICAV.

## **Short Sales**

Subject to the investment policy of the Relevant Supplement, a Fund may engage in synthetic short selling. Synthetic short selling or the sale of securities not owned by a Fund, involves certain additional risks. Such transactions expose a Fund to the risk of loss in an amount greater than the initial investment, and such losses can increase rapidly and, in the case of equities, without effective limit. There is the risk that the securities borrowed by a Fund in connection with a synthetic short sale would need to be returned to the securities lender on short notice. If such request for return of securities occurs at a time when other short sellers of the subject security are receiving similar requests, a “short squeeze” can occur, wherein a Fund might be compelled, at the most disadvantageous time, to replace borrowed securities previously sold short with purchases on the open market, possibly at prices significantly in excess of the proceeds received earlier.

## **Availability of Investment Strategies**

Identification and exploitation of the investment strategies to be pursued by a Fund involves a high degree of uncertainty. No assurance can be given that a Fund will be able to locate suitable investment opportunities in which to deploy all of the monies held. A reduction in the volatility and pricing inefficiency of the markets in which a Fund seeks to invest will reduce the scope of the investment strategies.

## **Legal, Tax and Regulatory Risks**

Legal, tax and regulatory changes could occur, and in the event of such occurrence, the investment return of Shares may be adversely affected. For example, the regulatory or tax environment for derivative instruments is evolving, and changes in the regulation or taxation of derivative instruments may adversely affect the value of derivative instruments held by a Fund and the ability of a Fund to pursue its investment strategies.

## **Insolvency Considerations**

ICAV investments and / or the underlying collateral supporting individual structured finance transactions may be subject to various laws enacted for the protection of creditors in the jurisdictions of incorporation of the issuer thereof and, if different, the jurisdiction from which the issuer conducts their business and in which they hold their assets. These insolvency considerations will differ depending on the country in which the issuer or assets is located and may materially affect the ability to recover value for investors following an insolvency event.

## **Hedging**

Although the ICAV may attempt to hedge its exposure to certain class and/or portfolio level risks including interest and exchange rate mismatches or specific arbitrage positions, it is under no obligation to do so. Further, it will not always be possible to fully or efficiently hedge risk from such positions or any other position. In addition, a Fund may actively take positions based on the expected future direction of the markets without hedging the market risks. In the case of hedging currency exposure at class level, the costs of such hedging will be attributable to the relevant Class. In the case of unhedged Classes a currency conversion will take place on subscription, redemption, switching and distributions at prevailing exchange rates. The value of a Share expressed in the relevant currency of a Class will be subject to exchange rate risk in relation to the Base Currency.

## **Risks of Global Investing**

The ICAV invests in various capital markets throughout the world. As a result, the Funds are subject to risks relating to (i) currency exchange matters, including fluctuations in the rate of exchange between the Base Currency and the various other currencies in which a Fund's investments may be denominated, and costs associated with conversion of investment principal and income from one currency into another and (ii) the possible imposition of withholding taxes on income received from the issuer of, or gains with respect to, such securities. In addition, investing in certain of these capital markets involve certain factors not typically associated with investing in established securities markets, including risks relating to (i) differences between markets, (ii) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements, and less governmental supervision and regulation and (iii) certain economic and political risks, including potential exchange control regulations and potential restrictions on investment and repatriation of capital.

## **Foreign Investment Risks**

The Funds will invest in securities of foreign companies and countries. Investing in the securities of such companies and countries involves certain considerations not usually associated with investing securities of developed countries or of companies located thereon, including political and economic considerations, such as greater risks of expropriation and nationalisation, confiscatory taxation, the potential difficulty of repatriating funds, general social, political and economic instability and adverse diplomatic developments; the possibility of imposition of withholding or other taxes on dividends, interest, capital gain or other income, the small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; fluctuations in the rate of exchange between currencies and costs associated with currency conversion; and certain government policies that may restrict a Fund's investment opportunities. In addition, accounting and financial reporting standards that prevail in foreign countries generally are not equivalent to those used in industrialised nations, such as IFRS, and, consequently, different information is available to investors. Internationally, there are varying levels of less regulation, generally, of the securities markets which may not provide the same protections available in industrialised nations. The values and relative yields of investments in the securities markets of different countries, and their associated risks, are expected to change independently of each other.

## **Risks Associated with Bankruptcy Cases**

Many of the events within a bankruptcy case are adversarial and often beyond the control of the creditors. While creditors generally are afforded an opportunity to object to significant actions, there can be no assurance that a bankruptcy court would not approve actions which may be contrary to the interest of a Fund. Furthermore, there are instances where creditors and equity holders lose their ranking and priority as such if they are considered to have taken over management and functional operating control of a debtor.

Generally, the duration of a bankruptcy case can only be roughly estimated. The reorganisation of a corporate vehicle usually involves the development and negotiation of a plan of reorganisation, plan approval by creditors and confirmation by the bankruptcy court. This process can involve substantial legal, professional and administrative costs to the corporate vehicle and a Fund and is subject to unpredictable and lengthy delays. In addition, during the process the corporate vehicle's competitive position may erode, key management may depart, and the corporate vehicle may not be able to invest adequately. In some cases, the corporate vehicle may not be able to reorganise and may be required to liquidate assets. The debt of companies in financial reorganisation will in most cases not pay current interest, may not accrue interest during reorganisation, and may be adversely affected by an erosion of the issuer's fundamental values. Such investments can result in a total loss of principal.

Investment in the debt of financially distressed companies domiciled outside the United States involves additional risks. Bankruptcy law and process may differ substantially from that in the United States, resulting in greater uncertainty as to the rights of creditors, the enforceability of such rights, reorganisation timing, and the classification, seniority and treatment of claims. In certain developing countries, although bankruptcy laws have been enacted, the process for reorganisation remains highly uncertain.

## **Possible Indemnification Obligations**

The ICAV has agreed, or may agree, to indemnify the Directors, the AIFM, the Investment Manager, the Administrator, the Depositary and banks, brokers, dealers, counterparties and others, under various agreements entered into with such persons, against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationships with the ICAV.

## **Classes of Shares are not a Separate Legal Entity**

Expenses attributable solely to a particular Class will be allocated solely to that Class. However, a creditor of the Fund will generally not be bound to satisfy its claims from a particular Class. Rather such creditor generally may seek to satisfy its claims from the assets of the Fund as a whole. Further, if the losses attributable to a Class exceed its value, then such losses could negatively impact the value of other Classes of the relevant Fund. At the date of this Prospectus, the Directors are not aware of any existing or contingent liabilities.

## **AIFM Risk**

The ICAV is a RIAIF within the scope of AIFMD. The ICAV has been authorised by the Central Bank as a Retail Investor AIF and has an external AIFM. As a consequence, the AIFM may market the Shares of the ICAV to Professional Investors within the meaning of AIFMD in EU Member States pursuant to Article 31 and 32 of AIFMD. Given that the Shares of the Funds may be marketed within the EEA, the AIFM is required to procure that the Funds comply with certain restrictions and/or meets certain conditions which may include, restrictions and/or conditions as to its liquidity profile and redemption policy and use of leverage, investments in securitisation positions, transparency, the appointment of a depositary and disclosure obligations concerning the acquisition of major holdings and control of unlisted companies.

Furthermore, the AIFM is required to meet with various organisational requirements and conduct of business rules, adopt and implement a programme of activities and various policies and procedures addressing areas such as risk management, liquidity management and remuneration, and comply with ongoing capital, reporting and transparency obligations. Such restrictions and/or conditions are likely to increase the ongoing costs borne, directly or indirectly, by the Funds.

## **Risks relating to Reliance on the AIFM**

Investment decisions may be made for the Funds by the AIFM or its delegate. The success of a Fund will depend on the ability of the AIFM or its delegate to identify suitable Investments and the ability of the AIFM or its delegate to dispose of such Investments at a profit for the Fund. Adverse events could affect one or more of the Fund's investments at the same time. There can be no assurance that the AIFM will be successful in this regard.

## **Impact of financing arrangements on the operation of a Fund or a Subsidiary**

All or part of the Investments of a Fund or a Subsidiary may be pledged, mortgaged or charged to secure borrowings of the Fund or the Subsidiary. The terms of the finance and security documents entered into in respect of such borrowings may contain covenants and other provisions restricting the operation of the Fund and/or the Subsidiary, including restrictions on the disposals of Investments, the acquisition of further Investments, undertaking maintenance, development or improvement works in respect of an Investment, entering into an agreement (including a lease) or engaging a service provider in respect of a Property, the issue of Shares, the payment of distributions and the redemption of Shares. The consent of the relevant lender(s) may be required to be obtained before specific actions may be undertaken in respect of a Fund or a Subsidiary. Notwithstanding the terms of the Prospectus and the relevant Supplement, the terms of the finance and security documents including such covenants and restrictions may substantially limit the ability of the Investment Manager, the AIFM and/or the ICAV to act in the interests of Shareholders including by exercising full discretion in respect of the Investments of a Fund or a Subsidiary.



## **Liability and Indemnification of Service Providers**

The AIFM, Investment Manager, the Investment Advisor, Administrator and Depositary will not be liable to the ICAV under certain circumstances. Please see the section titled "Material Contracts".

## **Data Protection**

Under the General Data Protection Regulation (Regulation 2016/679, the "**GDPR**"), data controllers are subject to additional obligations including, amongst others, accountability and transparency requirements whereby the data controller is responsible for, and must be able to demonstrate compliance with the rules set down in the GDPR relating to data processing and must provide data subjects with more detailed information regarding the processing of their personal data. Other obligations imposed on data controllers include more enhanced data consent requirements and the obligation to report any personal data breach to the relevant supervisory authority without undue delay. Under the GDPR, data subjects are afforded additional rights, including the right to rectify inaccurate personal information, the right to have personal data held by a data controller erased in certain circumstances and the right to restrict or object to processing in a number of circumstances.

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

**THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF ALL THE RISKS INVOLVED IN THE OFFERING OF SHARES. POTENTIAL INVESTORS SHOULD READ THIS PROSPECTUS, THE RELEVANT SUPPLEMENT, THE INSTRUMENT AND THE MATERIAL CONTRACTS CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING WHETHER OR NOT TO SUBSCRIBE FOR SHARES.**

## **DETERMINATION AND PUBLICATION AND TEMPORARY SUSPENSION OF NET ASSET VALUE**

The AIFM is responsible for ensuring that the Net Asset Value per Share is calculated and disclosed to Shareholders. The procedures and methodology for calculating the Net Asset Value per Share are summarised below. As part of its control function, the AIFM shall verify and update as necessary these calculation procedures and methodologies.

The AIFM is responsible for ensuring that proper and independent valuation of the assets of the ICAV can be performed. The assets and liabilities of each Fund will be valued in accordance with the valuation policy of the AIFM, consistent with the valuation provisions relating to various types of assets as outlined below. Specific details on the method of valuation of the assets and liabilities of the ICAV are set out in the valuation policy of the AIFM and reflected below as appropriate.

The Net Asset Value of a Fund shall be expressed in the Base Currency of the relevant Fund and shall be calculated by the Administrator on each Dealing Day by ascertaining the value of the assets of the Fund and deducting from such amount the liabilities of the Fund on the Dealing Day.

The Net Asset Value per Share of each class shall be calculated on each Dealing Day by determining that proportion of the Net Asset Value of the relevant Fund which is attributable to such class and dividing the resulting sum by the number of Shares in issue in such class on the relevant Dealing Day, and deducting any duties and charges if applicable. The Net Asset Value per Share of the relevant class is the resulting sum rounded to four decimal places of the unit of account of the relevant Base Currency.

The assets of a Fund shall be valued by reference to the close of business prices/values on the Business Day immediately preceding the relevant Dealing Day, unless specified otherwise in the Supplement for the relevant Fund, as follows:

- (a) any investment listed or dealt on a Recognised Market shall be calculated by reference to the last traded price as at the Valuation Point other than certificates of deposit, treasury bills, bank acceptances and trade bills which shall be calculated by reference to the latest mid-market price as at the Valuation Point plus any accrued interest thereon from the date on which same were acquired, provided that the value of any investment listed or traded on a Recognised Market but acquired or traded at a premium or at a discount outside or off the relevant Recognised Market may be valued taking into account the level of premium or discount as at the Valuation Point provided that the Depositary must ensure that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the investment. Such premia or discounts thereon above shall be provided by an independent broker or market maker or if such premia/discounts are unavailable, by the relevant Investment Manager;
- (b) if an investment is listed on several Recognised Markets, the last traded price as at the Valuation Point or the mid-market price as at the Valuation Point in the case of certificates of deposit, treasury bills, bank acceptances and trade bills on the Recognised Market which in the opinion of the Directors or their delegate, constitutes the main market for such investments will be used;
- (c) investments which are not listed or traded on a Recognised Market or which are listed or traded on a Recognised Market but in respect of which a last traded price or mid-market price in the case of certificates of deposit, treasury bills, bank acceptances and trade bills is not available or in respect of which the available last traded price or mid-market price in the case of certificates of deposit, treasury bills, bank acceptances, trade bills does not in the opinion of the Directors, or of a competent person, firm or corporation appointed by the Directors and who has been approved for the purpose by the Depositary, represent fair market value or is unrepresentative shall be valued at their probable realisation value estimated with care in good faith by (i) the Directors or (ii) a competent person, firm or entity appointed by the Directors and who has been approved for the purpose by the Depositary;
- (d) Over-the-counter ("OTC") derivatives will be valued using the counterparty's valuation or an

alternative valuation, including valuation by the AIFM or by an independent vendor. OTC derivative instruments will be valued at least daily. The AIFM must be satisfied that the counterparty will value the contract with reasonable accuracy and on a reliable basis if seeking to rely on the counterparty's valuation and all OTC derivatives can be sold, liquidated or closed off by an off-setting transaction at fair value at any time at the initiative of the AIFM (other than those specifically entered into by the Fund for a fixed time period). The Fund will not enter into any OTC derivatives where these two conditions are not met. If using the counterparty's valuation, such valuation must be approved or verified by a party independent of the counterparty appointed by the Directors and approved for such purpose by the Depositary (which may include the AIFM (or its delegate) or a party related to the OTC counterparty) on a weekly basis. If using an alternative valuation, the AIFM will follow international best practice and adhere to the principles on valuation of OTC instruments established by bodies such as the International Organisation of Securities Commissions (IOSCO) and the Alternative Investment Management Association (AIMA). In the event that an alternative valuation is used the AIFM will use a competent person appointed by the Directors and approved by the Depositary. The alternative valuation must be reconciled to the counterparty valuation on at least a monthly basis. Any significant differences to the counterparty valuation will be promptly investigated and explained, and the final position documented.

- (e) exchange traded derivative instruments dealt in on a Recognised Market shall be valued at the settlement price for such instruments on such market as at the Valuation Point provided that where such settlement price is not available for any reason as at a Valuation Point, such value shall be the probable realisation value estimated with care and in good faith by (i) the Directors or (ii) a competent person, firm or entity appointed by the Directors and who has been approved for the purpose by the Depositary. The value of any off-exchange traded derivative instruments shall be the valuation provided by the relevant counterparty at the Valuation Point and shall be valued weekly. The valuation shall be approved or verified at least monthly by a party independent of the counterparty appointed by the Directors and who has been approved for this purpose by the Depositary (and who may be an Investment Manager). Forward foreign exchange contracts which are dealt in on a Recognised Market shall be valued by reference to freely available market quotations provided that if such price is not available, shall be valued as per off-exchange traded derivative instruments;
- (f) units or shares in collective investment schemes shall be valued at the latest net asset value per unit or share as published by the collective investment scheme or its manager;
- (g) assets denominated in a currency other than in the Base Currency of a Fund shall be converted into that Base Currency at the rate (whether official or otherwise) which the Directors or such competent person appointed by the Directors and approved for such purpose by the Depositary deems appropriate in the circumstances;
- (h) the value of any cash in hand or on deposit, prepaid expenses, cash dividends and interest declared or accrued and not yet received as at the Valuation Point will be valued at its face value plus accrued interest, where applicable, as at the Valuation Point (unless in any case the Directors or their delegate are of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Directors or their delegate may consider appropriate in such case to reflect the true value thereof);
- (i) the Directors or their delegate may, where a Fund is a money market type Fund use the amortised cost method of valuation provided that the money market instruments in that Fund have a residual maturity of less than six months and no specific sensitivity to market parameters, including credit risk;
- (j) the Directors or their delegate may, where a Fund invests in money market instruments, value those instruments using amortised cost, provided that the money market instruments have a residual maturity of less than six months and no specific sensitivity to market parameters, including market risk;

- (k) the Directors or their delegate may, with the approval of the Depositary, adjust the value of an asset if, having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof as at any Valuation Point. The rationale and methodology for adjusting the value must be clearly documented; and

The Administrator shall determine the Net Asset Value. Notwithstanding the above provisions applicable to the rounding of calculations, in the case of a redemption application for the redemption of the entire Net Asset Value of a particular Share class, the Administrator will calculate a Net Asset Value per Share which rateably allocates the entire Net Asset Value of the Share class to the Shareholders making the redemption.

#### Suspension of Calculation of Net Asset Value

The Directors may at any time temporarily suspend the calculation of the Net Asset Value of any Fund and the issue, repurchase and conversion of Shares and the payment of repurchase proceeds during (i) any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the relevant Fund from time to time are quoted is closed, otherwise than for ordinary holidays, or during which dealings thereon are restricted or suspended; or (ii) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial portion of the investments of the relevant Fund is not reasonably practicable without this being seriously detrimental to the interests of the Shareholders of the relevant Fund or if, in the opinion of the Directors the Net Asset Value of the Fund cannot be fairly calculated; or (iii) any breakdown in the means of communication normally employed in determining the price of a substantial portion of any of the investments of the relevant Fund or when for any other reason the current prices on any market or stock exchange of any of the investments of the relevant Fund cannot be promptly and accurately ascertained; or (iv) any period during which any transfer of funds involved in the realisation or acquisition of investments of the relevant Fund cannot, in the opinion of the Directors, be effected at normal prices or rates of exchange due to exceptional market conditions prevailing in one or more Recognised Markets; or (v) any period when as a result of adverse market conditions the Directors are unable to repatriate funds required for the purpose of making payments due on repurchase of Shares in the relevant Fund; or (vi) any period when the Directors consider it to be in the best interest of the ICAV. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Details of any such suspension will be notified to all Shareholders who have requested issue or redemption of Shares of any class or exchange of shares of one class to another in such manner as may be directed by the Directors or the AIFM. Any suspension in the calculation of the Net Asset Value will be notified to the Central Bank and to the Irish Stock Exchange immediately and in any event within the same working day on which such suspension occurs.

#### Calculation of Net Asset Value/Valuation of Assets

In calculating the Net Asset Value and Net Asset Value per Share, the Administrator shall not be responsible for the accuracy of financial data, opinions or advice furnished to it by the Investment Manager or its delegates, the ICAV, the ICAV's agents and delegates including a prime broker(s), market makers and/or independent third party pricing services. The Administrator may accept, use and rely on prices provided to it by the ICAV, the Investment Manager or their delegates or other agreed independent third party pricing services for the purposes of determining the Net Asset Value and Net Asset Value per Share and shall not be liable to the ICAV, the Investment Manager, the Depositary, an external valuer, any Shareholder or any other person in so doing by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by the ICAV, the Investment Manager, their delegates, other independent third party pricing services or other delegates that the Administrator is directed to use by the ICAV or an external valuer in accordance with the ICAV's valuation policy. The ICAV acknowledges that the Administrator has not been retained to act as its external valuer or independent valuation agent

## **Investments through Subsidiaries**

The ICAV may establish one or more wholly-owned Subsidiaries of the ICAV in accordance with the requirements of the Central Bank. The names of any such Subsidiaries will be disclosed in the annual report of the ICAV. The assets held by or on behalf of a Subsidiary will be valued in accordance with the AIFM's valuation rules applicable to the relevant Fund. In accordance with the requirements of the Central Bank, a Subsidiary may not appoint any third parties or enter into any contractual arrangements unless the ICAV acting for and on behalf of the relevant Fund is a party to such appointments or contractual arrangements.

## SUBSCRIPTIONS

The Directors are given authority to effect the issue of any Classes or Series in respect of a Fund and to create new Classes or Series on such terms as they may from time to time determine in relation to any Fund. The creation of further Classes must be effected in accordance with the requirements of the Central Bank. Issues of Shares will be made with effect from a Subscription Day.

The description of Classes established in a Fund will be specified in the Relevant Supplement.

The general terms and conditions and procedure for the purchase of Shares in each Fund at the Shareholders' request are set forth in the Relevant Supplement.

In calculating the subscription price per Share for a Fund the Directors may, on any Dealing Day where there are net subscriptions, adjust the subscription price by adding an anti-dilution levy to cover dealing costs and to preserve the value of the relevant Fund's underlying assets, details of which will be set out in the Relevant Supplement.

Shareholders in each Fund will make a contractually binding commitment to that Fund by their execution and delivery of the Application Form. Subscribers in each Fund will become Shareholders in the Fund once admitted by the ICAV. The rights and obligations of Shareholders in each Fund are summarised in this Prospectus, which must be read in conjunction with the latest audited annual reports and the Application Form, both governed by Irish law. Subscribers in the Fund will on their admission as Shareholders in the Fund acquire Shares in the Fund. Shareholders will not acquire any direct legal interest in investments made by the Fund.

Shares will be registered in fully registered, book-entry form only. Shares represent a legal right to the assets of the relevant Fund and may be denominated in any number of currencies as provided for in the Relevant Supplement. Under this arrangement, the Administrator issues confirmation statements confirming ownership of Shares and written confirmation of entry onto the ICAV's Register of Participating Shareholders, but physical certificates are not issued. The convenience of this facility is that certificates do not have to be surrendered to the ICAV on redemption or transfer of Shares. Registration will only be accepted in the name of companies, trusts, partnerships or individuals. Shares purchased for individuals under 18 years of age must be registered in the name of a parent or guardian, but may be designated with the minor's initials for identification.

Purchase of Shares in each Fund is generally governed by Irish law unless otherwise agreed in the Application Form. A contractual relationship is formed between the investor and the ICAV by way of the Application Form. The Application Form is governed by Irish law and is subject to the exclusive jurisdiction of the Irish courts. In Ireland, Council Regulation (EC) No 44/2001 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial matters (the "**Brussels I Regulation**"), as implemented into Irish law by the European Communities (Civil and Commercial Judgments) Regulations 2002 provides for the recognition and enforcement of judgments within the European Union while the recognition and enforcement of judgments in any countries not provided for in the Brussels I Regulations is governed by treaties between Ireland and the relevant country or Ireland's common law rules of private international law in relation to this matter.

Subject to the conditions imposed by the Central Bank under the Act, the Directors may in their discretion issue Shares of any class by way of exchange for Investments provided that no Shares shall be issued until the person concerned shall have completed and delivered to the Administrator an Application Form as required under this Prospectus and satisfied all the requirements of the ICAV as to such application and that the number of Shares issued shall not exceed the number of Shares that would have been issued for a cash subscription provided however that the Directors may make an appropriate adjustment for what it considers represents an appropriate provision for duties and charges in respect of costs which would have been incurred by the ICAV in the acquisition of the Investments. The Depositary must be satisfied that the terms of the subscription in specie will not result in any material prejudice to Shareholders.

A Shareholder wishing to make an initial subscription for Shares in a Fund must complete and send the Account Opening Form to the Administrator. Once the signed Application Form and full AML due diligence documentation is received, the Administrator will send the account number confirmation to the authorised contact(s) upon which the applicant can then place dealing instructions using the Subscription Form. The completed Subscription Form and subscription monies must not be forwarded

to the Administrator until the account number confirmation is issued to the applicant by the Administrator. Any subscription deal received as part of the Application Form will be rejected.

Requests may be made by post, fax or such other electronic means as agreed by the Administrator. Applicants who fail to follow this procedure and simply submit requests by mail only may miss their preferred dealing date and must receive an official acknowledgement of receipt in the form of an order letter ("**Order Letter**") from the Administrator. The Administrator can take no responsibility for requests which are not appropriately transmitted, sent or acknowledged.

Please note that when the dealing request is submitted to the Administrator, the Administrator will send an Order Letter by email, as the case may be, back to the applicant/Shareholder, which confirms that the request has been received and processed on the Administrator's system. If the applicant/Shareholder does not receive an Order Letter within 48 hours, or receives an Order Letter which contains information that differs from the instruction submitted by the applicant/Shareholder, it must contact the Administrator immediately to inform the Administrator that it has either not received the Order Letter or of any errors to ensure that these are rectified by the Administrator before the relevant Dealing Day.

Please note that neither a fax transmission report indicating that a fax has been sent, nor any email delivery report retained by the applicant/shareholder shall be considered as an acknowledgement from the Administrator that he/she has received a dealing request and shall not constitute proof of such receipt as only an Order Letter suffices in this regard.

Each applicant for Shares acknowledges that subscription payments received by the Administrator into the Collection Account operated by the Administrator will not receive interest prior to the transfer of the subscription monies to the ICAV.

Due to automated work-flow requirements, each Dealing Request submitted to the Administrator must be done by separate fax. Neither bulk instructions nor separate dealing instructions should be submitted as one continuous fax message. It remains the responsibility of the sender to ensure an Order Letter is received within 48 hours of their instructions being submitted and it remains the responsibility of the sender to follow up with the Administrator if this is not the case.

Applications for Shares in a Fund received after the relevant Dealing Deadline but prior to the Valuation Point will only be accepted in exceptional circumstances, as determined and agreed by the ICAV.

An investor Collection Account for the Funds in the ICAV will be opened and maintained by the ICAV and operated by the Administrator. Monies in the Collection Account will become the property of the relevant Fund upon receipt and accordingly in the event of the insolvency of the ICAV or the relevant Fund investors will be treated as an unsecured creditor of the relevant Fund during the period between receipt of subscription monies and the Dealing Day on which the Shares are issued and the subscription monies are moved to the Fund operating account. Investors' attention is drawn to the risk factor under the heading "Collection Account Risk". Furthermore, the operation of the Collection Account will not compromise the ability of the Depositary to carry out its safe-keeping and oversight duties in accordance with the Regulations. In addition, in circumstances where subscription monies are received with insufficient documentation to identify the owner, the AIFM, the ICAV and the Depositary will ensure that in the event that such monies cannot be applied to the individual Funds they will be returned to the payer within 5 working days.

A subscription charge may be applied where provided for in the Relevant Supplement.

Where the amount subscribed for Shares is not equivalent to an exact number of Shares, fractions of Shares may be issued up to two decimal places.

Subscription requests received after the relevant Dealing Deadline but prior to the Valuation Point will only be accepted in exceptional circumstances, as determined and agreed by the Manager and/or Directors.

## **REDEMPTION, TRANSFERS AND EXCHANGE OF SHARES**

### **Liquidity Risk Management**

The AIFM in consultation with the relevant Investment Manager, employs a liquidity management system and has adopted documented procedures which enable it to monitor the liquidity risk of the ICAV and each of its Funds and ensure that the liquidity profile of each Fund's investments enable the ICAV to meet redemption requests in respect of each of its Funds in normal circumstances. In addition, there are procedures that allow the AIFM in consultation with the relevant Investment Manager, to manage the liquidity of each of its Funds in exceptional circumstances. The AIFM's liquidity management procedures are reviewed on at least an annual basis.

The AIFM in consultation with the relevant Investment Manager, conducts stress testing on an ongoing basis under normal and exceptional liquidity conditions at a frequency which is appropriate to the nature of the relevant Fund, having regard to a range of issues, including the relevant Fund's investment strategy, liquidity profile, type of investor, dealing frequency and redemption policy and at least once a year. In exceptional circumstances, the stress tests will focus on those risks, which though not significant in normal circumstances, are likely to be significant in stress situations, such as the risk of unusual correlation changes and the illiquidity of markets in stressed market situations. In such exceptional circumstances, the AIFM in consultation with the relevant Investment Manager, may use side pocket arrangements as disclosed under the heading "Side Pocket Classes" and gating as disclosed under the heading "Redemption of Shares" below.

### **Redemption of Shares**

The terms, conditions and procedures applicable to a request for a redemption of Shares in respect of a Fund is specified in the Relevant Supplement, subject to any required notice period and to the provisions relating to the suspension and deferral of redemptions. Subscription and redemption prices are available on request.

The Administrator on behalf of the ICAV operates an investor Collection Account for the Funds in the ICAV. Shareholders should note that any redemption proceeds being paid by a Fund and which are held for any time in the Collection Account shall remain an asset of the relevant Fund. On redemption, an investor is no longer a Shareholder and in the event of the insolvency of the ICAV or the relevant Fund will rank as an unsecured creditor of the relevant Fund during the period between receipt of the redemption request and the Dealing Day on which such Shares are redeemed. Redemption proceeds and dividend payments shall be held in the Collection Account where the Shareholder has failed to provide the Administrator or the ICAV with any documentation requested by them for anti-money laundering purposes, as described above. Investors' attention is drawn to the risk factor under the heading "Collection Account Risk". Furthermore, the operation of the Collection Account will not compromise the ability of the Depositary to carry out its safe-keeping and oversight duties in accordance with the Regulations.

If outstanding redemption requests (including Share exchange requests) from all holders of Shares in any Fund on any Dealing Day total in aggregate more than 10% of all the Shares of that Fund in issue on such Dealing Day, the Directors shall be entitled at their discretion to refuse to redeem such excess number of Shares in issue on that Dealing Day in respect of which redemption requests have been received as the Directors shall determine. If the Directors refuse to redeem Shares for this reason, the requests for redemption on such date shall be reduced on pro rata basis and the Shares to which each request relates which are not redeemed shall be carried forward for redemption on each subsequent Dealing Day, on a pro rata basis, until all of the Shares relating to the original redemption request have been redeemed, provided that the Fund shall not be obliged to redeem more than 10% of the number of Shares outstanding on any Dealing Day.

The Administrator will act on the fax, SWIFT or email instruction from the investor and will remit redemption proceeds once an account is deemed AML and operationally compliant. Requests may be made by post, fax or such other electronic means as agreed by the Administrator. The Administrator will require redemption instructions if the bank details on that instruction are different to those held on file.

In calculating the redemption price per Share for a Fund, the Directors may on any Dealing Day where there are net redemptions adjust the redemption price by deducting an anti-dilution levy to cover dealing



costs and to preserve the value of the underlying assets of the relevant Fund, details of which will be set out in the Relevant Supplement.

Redemption requests received after the relevant Dealing Deadline but prior to the Valuation Point will only be accepted in exceptional circumstances, as determined and agreed by the ICAV.

### **Redemption Charge**

Investors may be subject to a redemption charge in favour of the ICAV in respect of redemptions of Shares. The rate will not exceed 3% of Net Asset Value per Share. If a redemption charge is imposed in respect of a Fund, this will be stated in the Relevant Supplement.

### **Transfers of Shares**

All transfers of Shares shall be effected by transfer in writing signed by both the transferor and transferee in any usual or common form in use in Ireland or in any other form approved by the Directors but will not be under seal. Transfers can be accepted by post, fax or such other electronic means as agreed by the Administrator.

The Directors may in their discretion conclusively determine to decline to register any transfer of Shares:

- (i) in the absence of satisfactory evidence that the proposed transferee is not and will not be holding units on behalf of, directly or indirectly, a disqualified person or if the transfer is in breach of U.S. securities laws;
- (ii) if in the opinion of the Directors the transfer would be unlawful, would prejudice the tax status or residence of the ICAV, the Funds or the Shareholders or result or be likely to result in any adverse legal regulatory, pecuniary, tax or fiscal consequences or material administrative burden or disadvantage to the ICAV or the Shareholders;
- (iii) in the absence of satisfactory evidence of the transferee's identity;
- (iv) if the ICAV would be required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be obliged to comply;
- (v) if the transfer would cause the assets of the ICAV to become "plan assets" for the purposes of ERISA;
- (vi) where the ICAV is required to redeem appropriate or cancel such number of Shares as is required to meet the appropriate tax of the Shareholder on such transfer;
- (vii) in the event that a transfer by any investor results in the holding of that investor falling below the required Minimum Holding of Shares;
- (viii) if the proposed transferee has not certified in writing to the ICAV or its delegate that it is aware of the risk involved in investment in the ICAV and of the fact that inherent in the investment is the potential to lose all of the sum invested;
- (ix) the proposed transfer would result in a contravention of any provision of the Instrument or would produce a result inconsistent with any provision of the Prospectus or the relevant Supplement;
- (x) if the transferee, if not an existing Shareholder, has not completed an Application Form to the satisfaction of the Directors; or
- (xi) where the Directors believe, in their discretion, that it is in the best interests of the ICAV or the Shareholders to do so.

A proposed transferee may be required to provide such representations, warranties or documentation as the Directors may require in relation to the above matters.

Notwithstanding this, in accordance with the Instrument the Directors shall promptly register any transfer of any Share issued by the ICAV with respect to a Fund and may not suspend registration thereof provided such transfer:

- (i) is to the bank or person to which the Shares have been charged by way of security, whether as agent and trustee for a group of banks or persons or otherwise, or to any nominee or any transferee of such a bank or person (a "**Secured Institution**") and in the case of a US Person, that Secured Institution is a Permitted U.S. Person;
- (ii) is effected in writing in any usual or common form, signed by or on behalf of the transferor and is delivered to the ICAV for registration by a Secured Institution or its nominee or transferee in order to register the Secured Institution as legal owner of the Shares together with the original of any supporting anti-money laundering or related documentation; and
- (iii) is executed by a Secured Institution or its nominee or transferee pursuant to the power of sale or other power under such security.

No transferor or proposed transferor of any such Shares to a Secured Institution or its nominee or transferee and no Secured Institution or its nominee or transferee (each a "**Relevant Person**"), shall be subject to, or obliged to comply with, any rights of pre-emption contained in the Instrument or any agreement or arrangement nor shall any Relevant Person be otherwise required to offer the Shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the ICAV.

If a transferee is not already a Shareholder, he will be required to complete the relevant Application Form and provide the relevant AML/KYC documentation. If the Directors refuse to register a transfer of Shares they shall within one month after the date on which the transfer was lodged send to the transferee

notice of the refusal, provided that the Directors are not required to give notice to any person of a refusal to register a transfer where registering the transfer or giving the notice would result in a contravention of any provision of law.

### Exchange of Shares

A transaction fee (the "**Exchange Fee**"), which may not exceed 5% of the Net Asset Value, may be payable on an exchange of Shares between the Fund and another Fund or a Class and another Class. If applicable, a redemption fee may also be payable. Exchanges of Shares between Funds whose base currencies are not the same will be facilitated by the Administrator. The investor will bear the risks and costs of the foreign exchange transaction. The costs will be deducted from the subscription amount.

Any increase in the maximum redemption charge (if any) disclosed in the Relevant Supplement in respect of an open-ended Fund may not be increased without prior approval of the Shareholders on the basis of a majority of votes cast at a general meeting. In the event of an increase in the redemption charge a reasonable notification period must be provided to Shareholders by the ICAV with respect to the relevant Fund in order to enable Shareholders to redeem their Shares prior to the implementation of the increase.

Any increase in the maximum redemption charge (if any) disclosed in the Relevant Supplement in respect of a closed-ended Fund where there is no opportunity for Shareholders to redeem or otherwise exit the Fund, may not be effected without prior approval of at least 75% of votes cast at a meeting of the Shareholders of that Fund. If there is an opportunity for Shareholders to redeem or otherwise exit the closed-ended Fund, the increase may not be effected without prior approval on the basis of at least 50% votes cast at a meeting of the Shareholders of that Fund.

Please refer to the gating requirements for redemptions which may result from exchanging Shares under the section entitled "Redemption of Shares".

In respect of open-ended Funds with limited liquidity, the frequency of redemptions and the minimum redemption quotas will be disclosed in the Relevant Supplement.

The settlement period for the payment of redemption proceeds shall be in accordance with the requirements of the Central Bank and disclosed in the Relevant Supplement.

Shareholders of any Class of Shares within a Fund may switch to another class within that Fund or to the same or another Class of another Fund as the Directors may permit.

If the switch would result in the Shareholder holding a number of Shares in the original Class or Fund with a value of less than the Minimum Investment, the Directors may, in their discretion, convert the whole of the applicant's holding of Shares in the Class or Fund or refuse to effect any switch. No switches will be made during any period in which the rights of Shareholders to require the redemption of their Shares are suspended. The general provisions on procedures for redemptions will apply equally to switching.

The number of Shares to be issued in the new Class and/or Fund will be calculated in accordance with the following formula:

$$A = \frac{B \times C \times D}{E}$$

Where

A = number of Shares of the new class and/or Fund to be allocated

B = number of Shares of the original class or Fund to be converted

C = redemption price per Shares on the relevant Dealing Day for the original class or Fund

D = the currency conversion factor determined by the ICAV as representing the prevailing rate of exchange of settlement on the relevant Dealing Day applicable to the transfer of assets between the relevant Funds (where the base currencies of the relevant Funds are different) or where the base currencies of the relevant Classes or Funds are the same D = 1

E = subscription price per Shares on the relevant Dealing Day for the new class and/or Fund.

### **Redemption in Kind**

Redemption proceeds may be paid by in specie transfer with the consent of the Shareholder in question. The ICAV reserves the right in the absolute discretion of the Directors, following consultation with the AIFM/ the relevant Investment Manager, to effect part or all of any redemption payments in kind or in specie where the redemption request for Shares represents 5% or more of the Net Asset Value of the relevant Fund on any Dealing Day. In such event, redeeming investors will receive securities (or part securities, part cash) with a value (calculated on the same basis as the Net Asset Value of the Fund), when aggregated with any cash portion of the redemption payment, equal to the redemption payment to which they are otherwise entitled. Where the redemption in specie is effected at the Directors' discretion the AIFM/ the relevant Investment Manager shall, if a Shareholder so requests, sell the assets to be distributed to that Shareholder and distribute the cash proceeds to the Shareholder. Where a redemption is made in specie, the asset allocation is subject to approval by the Depositary and it is subject to the Depositary being satisfied that the terms of the exchange will not be such as are likely to result in any material prejudice to Shareholders.

### **COMPULSORY REDEMPTION**

The ICAV has the right to compulsorily redeem all or some of the Shares held by a Shareholder at the Net Asset Value per Share less Duties and Charges as at the Valuation Point immediately prior to the date such redemption is to take effect if the Directors for any reason, determine in their absolute discretion, to do so. The Directors intend to compulsorily redeem Shares where:

- (a) their ownership gives rise to a breach of any applicable law or requirement in any jurisdiction or may, in the sole and conclusive opinion of the Directors: (i) prejudice the tax status or residence of the ICAV or its Shareholders; or (ii) cause the ICAV or its Shareholders to suffer any legal, regulatory, pecuniary, tax, fiscal or material administrative disadvantage; or (iii) cause the ICAV to be required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply; or (iv) cause the assets of the ICAV to become "plan assets" for the purposes of ERISA;
- (b) the investor holds Shares with an aggregate Net Asset Value of less than the Minimum Investment for the relevant Class of Shares; or (ii) where a transfer by any investor results in the Minimum Investment of that investor falling below an aggregate Net Asset Value of the Minimum Investment for the relevant Class of Shares;
- (c) in the event of any liability or charge to Taxation arising in respect of Shares or any Shareholder, the ICAV is entitled to redeem, repurchase, appropriate or cancel such number of Shares as is required to meet the appropriate liability or charge to Taxation of such Shareholder and to account for such appropriate tax to the relevant tax authorities; or
- (d) the investor fails to comply with the terms and/or conditions of issue of its Shares or any agreement with the ICAV to subscribe for further Shares or the investor otherwise becomes classified by the Directors as a Defaulting Shareholder in accordance with the terms of the Relevant Supplement; or
- (e) the relevant Shareholder's ownership of Shares, as reasonably determined by the Directors, would preclude the relevant Fund from making any investment or any type of investments or render the making of any investment or any type of investments more difficult or burdensome for the relevant Fund;

- (f) the Directors in their sole discretion consider it to be in the best interests of the ICAV and the Shareholders to do so.

## SIDE POCKET CLASSES

### Side Pocket Classes

In accordance with the Instrument and the requirements of the Central Bank, the Directors may in their discretion (unless specifically disapplied in the Relevant Supplement) create and issue one or more Classes of Shares (each a "**Side Pocket Share Class**") to which assets (and liabilities arising in connection with such assets) of the Fund may be allocated, where Investments are or have become illiquid or otherwise difficult to value or realise ("**Illiquid Investments**"), and the Directors may also allocate to such Side Pocket Share Class such additional cash or other assets representing a reserve for commitments and contingencies related to such Illiquid Investments as the Directors may in their discretion determine, provided that a Fund may only establish Side Pocket Share Classes for assets which are illiquid when purchased where the Fund classifies itself as either open-ended with limited liquidity or closed-ended.

Side Pocket Share Classes shall be redeemable only when so determined by the Directors. This may involve the Directors effecting a pro-rata reduction in the number of Shares held by a Shareholder attributable to the relevant Fund excluding the assets and liabilities attributable to the Side Pocket Share Class and creating for the benefit of such Shareholder a corresponding pro-rata interest in the Side Pocket Share Class.

The value of assets and liabilities attributed to a Side Pocket Share Class shall be determined by the Directors in accordance with the Instrument. Shares in classes other than the Side Pocket Share Class shall not participate in the assets and liabilities attributable to the Side Pocket Share Class, which shall be segregated from and shall not form part of the other assets of the Fund. The liabilities of or attributable to a Side Pocket Share Class shall be discharged solely out of the assets of that Side Pocket Share Class.

There may be certain instances whereby Illiquid Investments allocated to a Side Pocket Share Class may be incapable of realisation or fail to increase in value or liquidity as anticipated. Such circumstances include but are not limited to a failure to be re-admitted to trading, ongoing suspension of the calculation of the net asset value of the relevant Fund or other events which lead to a further significant decline in the value of an Illiquid Investments. In such circumstances, the relevant Investment Manager shall, to the best of its ability and insofar as is possible, seek to sell or realise such assets in the best interests of Shareholders through the use of private sale on secondary markets. There is no guarantee that such secondary markets may develop and accordingly, it may be necessary for the relevant Investment Manager to discount or reduce the value of the relevant Illiquid Investment in its entirety.

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

The ICAV may (but shall not be required to) terminate the ICAV or any Fund, and redeem all (but not some) of the Shares of the ICAV or the Shares of any Class or of any Fund then in issue, if:

- (h) the Shareholders of the ICAV or the relevant Fund or the relevant Class (as the case may be) pass a Special Resolution to approve the redemption of all the Shares in the ICAV or the relevant Fund or the relevant Class; or
- (i) at any time after the first anniversary of the close of the Initial Offer Period of the ICAV or the relevant Fund if the Net Asset Value of the ICAV or the relevant Fund or a class of Shares (as the case may be) falls below such amount as shall be determined by the Directors from time to time, or such other minimum amount specified in the Relevant Supplement with respect to each Fund and is notified to Shareholders; or
- (j) in the opinion of the Directors, the holding of such shares may result in regulatory, preliminary legal, taxation or material administrative disadvantage to the ICAV or the Shareholder as may be more particularly set out in the Prospectus;
- (k) the redemption of the Shares in a Class is approved by a resolution in writing signed by all of the Shareholders in that Class; or
- (l) at any time after the launch of the relevant Fund, the Directors consider, in their sole opinion, that the return profile or original investment objective of the Fund is no longer achievable and that amendment of such objectives would materially alter the risk profile and / or rationale of the Fund as presented by the ICAV when the Fund was launched; or
- (m) the ICAV receives written notification from the AIFM or the relevant Investment Manager that, following a period of 90 days from the date of the last investment, the AIFM or the Investment Manager (as applicable) has been unable to identify in the primary or secondary markets, collateral of the type or amount required to meet the investment objectives of the relevant Fund and that in the opinion of the AIFM and/or the Investment Manager the situation is unlikely to change; or
- (n) the AIFM or an Investment Manager has served notice of its intention to retire under the terms of the Amended and Restated Management Agreement or Investment Management Agreement (and has not revoked such notice) and no new AIFM or Investment Manager (as applicable) has been appointed by the ICAV within three months from the date of service of such notice; or
- (o) the Depositary has served notice of its intention to retire under the terms of the Depositary Agreement (and has not revoked such notice) and no new depositary has been appointed by the ICAV with the approval of Central Bank within six months from the date of service of such notice; or
- (p) if the Directors in their discretion consider termination of the ICAV or the Fund appropriate and in the best interests of Shareholders.

## TAXATION

**The following is a summary of relevant Irish tax law. It does not purport to be a complete analysis of all tax considerations relating to the holding of Shares. Shareholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, exchanging or otherwise disposing of Shares under the laws of their country of incorporation, establishment, citizenship, residence, ordinary residence or domicile.**

The following summary is based on advice received by the Directors regarding the law and practice in force in Ireland at the date of this Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position at the time of an investment in the ICAV will not change.

As Shareholders are no doubt aware, the tax consequences of any investment can vary considerably from one jurisdiction to another, and ultimately will depend on the tax regime of the jurisdictions within which a person is tax resident. Therefore the Directors strongly recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the ICAV and any investment returns from those Shares.

Finance Act 2016 introduced a new regime for the tax treatment of investments in Irish real estate funds ("IREFs"). An IREF is as an investment undertaking, or sub-fund of an investment undertaking, in which 25% or more of the value of the assets at the end of the immediately preceding accounting period is derived directly or indirectly from Irish real estate and related assets, or where it would be reasonable to consider that the main purpose or one of the main purposes of the investment undertaking, or sub-fund, was to acquire such assets or carry on an Irish real estate business. The Irish tax summary below is based on the assumption that neither the ICAV nor any of its sub-funds is an IREF and that accordingly Chapter 1B of Part 27 of the TCA will not apply to the ICAV nor to any of its sub-funds.

### Ireland

#### *The ICAV*

The ICAV is an investment undertaking within the meaning of Section 739B TCA and therefore is not chargeable to Irish tax on its relevant income or relevant gains. The ICAV shall be regarded as resident for tax purposes in Ireland if it is centrally managed and controlled in Ireland and the ICAV is not regarded as resident elsewhere. It is intended that the Directors of the ICAV will conduct the affairs of the ICAV in a manner that will ensure that it is resident in Ireland for tax purposes.

Tax may arise for the ICAV on the happening of a "chargeable event" in the ICAV ("appropriate tax"). A chargeable event includes:

1. any payments to a Shareholder by the ICAV in respect of their Shares;
2. any appropriation or cancellation of Shares for the purposes of meeting the amount of appropriate tax payable on any gain arising by virtue of a transfer of any Shares;
3. any repurchase, redemption, cancellation or transfer of Shares; and
4. any deemed disposal by a Shareholder of their Shares at the end of a "relevant period" (a "deemed disposal").

A "relevant period" means a period of eight years beginning with the acquisition of the Shares and each subsequent period of eight years beginning immediately after the preceding relevant period.

There are also certain express exclusions from the meaning of chargeable event. A chargeable event does not include:

1. any exchange by a Shareholder, effected by way of a bargain made at arm's length by the ICAV, of the Shares in the ICAV for other Shares in the ICAV;

2. any transaction in relation to, or in respect of, Shares which are held in a clearing system recognised by the Irish Revenue Commissioners;
3. certain transfers of Shares between spouses/civil partners and former spouses/civil partners;
4. any exchange of Shares arising on a scheme of reconstruction or amalgamation (within the meaning of Section 739H TCA) of the ICAV, subject to certain conditions.

On the happening of a chargeable event the ICAV will deduct the appropriate tax on any payment made to the Shareholder in respect of the chargeable event. On the occurrence of a chargeable event where no payment is made, the ICAV may appropriate or cancel the required number of Shares to meet the tax liability.

Where the chargeable event is a deemed disposal and the value of Shares held by Irish Residents who are not Exempt Investors (as defined below) is less than 10% of the value of the total Shares in the ICAV (or sub-fund, as applicable), and the ICAV has made an election to report annually to the Irish Revenue Commissioners certain details for such Shareholder and has advised the Shareholder concerned in writing, the ICAV will not be obliged to deduct appropriate tax. The Shareholder must instead pay tax on the deemed disposal on a self-assessment basis. To the extent that any tax arises on a deemed disposal, such tax will be allowed as a credit against any tax payable on a subsequent chargeable event in respect of the relevant Shares. On the eventual disposal by the Shareholder of their Shares, a refund of any unutilised credit will be payable. In the case of Shares held in a recognised clearing system, the Shareholders may have to account for the tax arising at the end of a relevant period on a self-assessment basis.

No gain will be treated as arising to the ICAV on the happening of a chargeable event in relation to a Shareholder who is not Irish Resident at the time of the chargeable event or in relation to an Irish Resident Shareholder which is an Exempt Investor provided in each case that the requisite tax declaration in the form prescribed by the Irish Revenue Commissioners for the purposes of Section 739D TCA, where applicable, (the "Declaration") has been provided to the ICAV by the Shareholder.

Income and capital gains in respect of assets of the ICAV situated in countries other than Ireland may be subject to taxes including withholding taxes, imposed by such countries. The ICAV may not be able to avail of an exemption from, or reduced rate of, withholding tax by virtue of the double taxation treaties in operation between Ireland and other countries. The ICAV may not therefore be able to reclaim withholding tax suffered by it in particular countries. If this position changes in the future and the application of an exemption or lower rate results in a repayment to the ICAV, the Net Asset Value of the ICAV or a Fund will not be restated and the benefit will be allocated to the then-existing Shareholders rateably at the time of repayment.

## **Taxation of Shareholders**

### **1. *Non-Irish Residents***

Non-Irish Resident Shareholders will not generally be chargeable to Irish income tax or capital gains tax in respect of their Shares.

No appropriate tax will be deducted by the ICAV provided that either:

- (a) the ICAV is in possession of a signed and completed Declaration from such Shareholder to the effect that the Shareholder is not an Irish Resident; or
- (b) the ICAV is in possession of written notice of approval from the Irish Revenue Commissioners to the effect that the requirement to provide a Declaration is deemed to have been complied with in respect of that Shareholder and the written notice of approval has not been withdrawn.

If the ICAV is not in possession of a Declaration or a written notice of approval, or the ICAV is in possession of information which would reasonably suggest that the information contained in the Declaration is not or is no longer materially correct, the ICAV must deduct tax on the happening of a chargeable event in relation to such Shareholders. The tax deducted will generally not be refunded.



In the absence of such a Declaration or a written notice of approval, the ICAV must presume that the Shareholder is Irish Resident and the ICAV will deduct the appropriate tax (at the rates set out below) on the happening of a chargeable event in relation to such Shareholder.

Intermediaries acting on behalf of non-Irish Resident Shareholders can make a Declaration on behalf of the Shareholders for whom they are acting provided that the ICAV is not in possession of any information which would reasonably suggest that the information contained in the Declaration is not or is no longer materially correct. The Intermediary must state in the Declaration that to the best of its knowledge and belief the Shareholders on whose behalf it acts are not Irish Resident.

A non-Irish Resident corporate Shareholder which holds Shares directly or indirectly by or for a trading branch or agency of the Shareholder in Ireland, will be liable to Irish corporation tax on income from the Shares or gains made on the disposal of the Shares under the self-assessment system.

## **2. Taxable Irish Residents**

The following section describes the Irish tax treatment of Shareholders who are Irish Residents.

### **(q) Deductions by the ICAV**

An Irish Resident Shareholder who is not an Exempt Investor will have appropriate tax deducted at the rate of 41% in respect of any distributions made by the ICAV and on any gain arising on a sale, transfer, deemed disposal (subject on election by the ICAV to the 10% threshold outlined above), redemption, repurchase or cancellation of Shares. Any gain will be computed on the difference between the value of the Shareholder's investment in the ICAV at the date of the chargeable event and the original cost of the investment as calculated under special rules. The ICAV will be entitled to deduct such appropriate tax from payments or, where no payment is made on the occurrence of a chargeable event, appropriate and cancel such number of Shares as are required to meet the appropriate tax in respect of the relevant Shareholder and will pay the appropriate tax to the Irish Revenue Commissioners.

Where the Shareholder is an Irish resident company which is not an Exempt Investor and the ICAV is in possession of a declaration from the Shareholder that it is a company and which includes the company's tax reference number, tax will be deducted by the ICAV from any distributions made by the ICAV to the Shareholder and from any gains arising on a sale, transfer, deemed disposal redemption, repurchase, cancellation or other disposal of shares by the Shareholder at the rate of 25%.

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

### **(r) Residual tax Liability**

An Irish Resident Shareholder who is not a company and who is not an Exempt Investor (and has therefore had appropriate tax deducted), will not be liable to any further Irish income or capital gains tax in respect of any sale, transfer, deemed disposal, redemption, repurchase, cancellation of Shares or the making of any other payment in respect of their Shares.

Where an Irish Resident Shareholder is not a company and appropriate tax has not been deducted, the payment shall be treated as if it were a payment from an offshore fund and the Shareholder will be liable to account for Irish income tax at the rate of 41% on the payment or on the amount of the gain under the self-assessment system and in particular, Part 41A TCA. No further Irish tax will be payable by the Shareholder in respect of that payment or gain.

Where an Irish Resident Shareholder is a company which is not an Exempt Investor (and has therefore had appropriate tax deducted), and the payment is not taxable as trading income under Schedule D Case I, the Shareholder will be treated as having received an annual payment chargeable to tax under Case IV of Schedule D from which tax at the rate of 25% (or 41% if no Declaration has been made) has been deducted. In practice, where tax at a rate higher than 25% has been deducted from payments to a corporate Shareholder resident in Ireland, a credit of the excess tax deducted over the higher corporation tax rate of 25% should be available.

Where an Irish Resident Shareholder is a company which is not an Exempt Investor (and has therefore had appropriate tax deducted), and the payment is taxable as trading income under Schedule D Case I, the following provisions apply:

- (i) the amount received by the Shareholder is increased by any amount of appropriate tax deducted and will be treated as income of the Shareholder for the chargeable period in which the payment is made;
- (ii) where the payment is made on the redemption, repurchase or cancellation of Shares, such income will be reduced by the amount of consideration in money or money's worth given by the Shareholder for the acquisition of those Shares; and
- (iii) the amount of appropriate tax deducted will be set off against the Irish corporation tax assessable on the Shareholder in respect of the chargeable period in which the payment is made.

Where an Irish Resident Shareholder is a company and appropriate tax has not been deducted, the amount of the payment will be treated as income arising to the Shareholder which is chargeable to Irish tax. Where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares, such income shall be reduced by the amount of the consideration in money or money's worth given by the Shareholder on the acquisition of the Shares. Where the payment is not taxable as trading income for the company, it will be chargeable to tax under Schedule D Case IV. Where the payment is taxable as trading income for the company, it will be chargeable to tax under Schedule D Case I.

Should an excess payment of appropriate tax arise on the occurrence of a Chargeable Event as a result of tax paid on an earlier deemed disposal in respect of the Shareholder, the ICAV, on notification in writing to the Shareholder, is not obliged to process the refund arising on behalf of the Shareholder provided if immediately before the chargeable event the value of Shares held by Irish Residents who are not Exempt Investors does not exceed 15% of the value of the total Shares in the ICAV. Instead the Shareholder should seek such a repayment directly from the Irish Revenue Commissioners. Irish legislation also provides in the case of a deemed disposal for the making of an irrevocable election by the ICAV to value the Shares in respect of all Shareholders at the later of 30 June or 31 December immediately prior to the date of the deemed disposal, rather than on the date of the deemed disposal.

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

(s) *Reporting*

Pursuant to Section 891C TCA and the Return of Values (Investment Undertakings) Regulations 2013, the ICAV is obliged to report certain details in relation to Shares held by Shareholders to the Irish Revenue Commissioners on an annual basis. The details to be reported include the name, address and, in the case of individual Shareholders, date of birth if on record of, and the value of the Shares held by, a Shareholder. In respect of Shares acquired on or after 1 January 2014, the details to be reported also include the tax reference number of the Shareholder (being an Irish tax reference

number or VAT registration number, or in the case of an individual, the individual's PPS number) or, in the absence of a tax reference number, a marker indicating that this was not provided. No details are to be reported in respect of Shareholders who are:

- (i) Exempt Investors;
- (ii) Non-Irish Resident Shareholders (provided a Declaration has been made); or
- (iii) Shareholders whose Shares are held in a recognised clearing system.

### 3. *Exempt Investors*

#### (a) Deductions by the ICAV

Appropriate tax will not be deducted on the happening of a chargeable event in respect of Shares held by an Exempt Investor where the ICAV is in possession of a Declaration in relation to such Shares. It is the Exempt Investor's obligation to account for any tax to the Irish Revenue Commissioners and return such details as are required to the Irish Revenue Commissioners. It is also the Exempt Investor's obligation to notify the ICAV if it ceases to be an Exempt Investor.

Exempt Investors in respect of whom the ICAV is not in possession of a Declaration will be treated by the ICAV in all respects as if they are not Exempt Investors (see above).

#### (b) Residual tax Liability

Exempt Investors may be liable to Irish tax on their income, profits and gains in relation to any sale, transfer, repurchase, redemption or cancellation of Shares or dividends or distributions or other payments in respect of their Shares.

## **Other Taxes – All Shareholders**

### *Personal Portfolio Investment Undertaking*

An investment undertaking such as the ICAV will be considered to be a personal portfolio investment undertaking ("PPIU") in relation to a specific Irish Resident Shareholder where that Shareholder is an individual and the Shareholder or certain persons connected with the Shareholder can select or influence the selection of some or all of the property of the undertaking. The appropriate tax deducted on the happening of a Chargeable Event in relation to a PPIU will be at the rate of 60% (or 80% where details of the payment/disposal are not correctly included in the individual's tax returns). An investment undertaking is not a PPIU if the only property which may be or has been selected was acquired on arm's length terms as part of a general offering to the public.

### *Currency Gains*

Where a currency gain is made by an Irish Resident Shareholder on the disposal of Shares, such Shareholder may be liable to Irish capital gains tax or corporation tax in respect of such gain in the year of assessment in which the Shares are disposed of.

### *Stamp Duty*

Generally no stamp, documentary, transfer or registration tax is payable in Ireland on the issue, sale, transfer, redemption, repurchase, cancellation of or subscription for Shares on the basis that the ICAV qualifies as an investment undertaking within the meaning of Section 739B TCA and that it is not an IREF. If any redemption is satisfied by the transfer in specie to any Shareholder of any Irish assets, a charge to Irish stamp duty may arise.

### *Capital Acquisitions Tax*

Provided the ICAV continues to qualify as an investment undertaking as defined by Section 739B TCA any Shares which are comprised in a gift or an inheritance will be exempt from capital acquisitions tax ("CAT") and will not be taken into account in computing CAT on any gift or inheritance taken by the donee or successor if (i) the Shares are comprised in the gift or inheritance at the date of the gift or at the date of the inheritance, and at the relevant valuation date; (ii) at the date of the disposition, the Shareholder making the disposition is neither domiciled nor ordinarily resident in Ireland; and (iii) at the date of the gift, or at the date of the inheritance, the donee or successor is neither domiciled nor ordinarily resident in Ireland.

## **Residence and Ordinary Residence**

The following summary of the concepts of residence and ordinary residence under Irish tax law has been issued by the Irish Revenue Commissioners for the purposes of the Declaration set out in the Application Form. Shareholders and potential investors are advised to contact their professional advisers if they have any concerns in relation to the Declaration.

### **Residence – Company**

Prior to Finance Act 2014, company residence was determined with regard to the long-established common law rules based on central management and control. These rules were significantly revised in Finance Act 2014 to provide that a company incorporated in Ireland will be regarded as resident for tax purposes in Ireland, unless it is treated as resident in a territory with which Ireland has a double taxation agreement. While the common law rule based on central management and control remains in place, it is subject to the statutory rule for determining company residence based on incorporation in Ireland. A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated.

The new incorporation rule for determining the tax residence of a company incorporated in Ireland will apply to companies incorporated on or after 1 January 2015. For companies incorporated in Ireland before this date, a transition period will apply until 31 December 2020. Under these transitional arrangements, a further exception from the incorporation rule applies where the company or a related company carries on a trade in Ireland, and either the company is ultimately controlled by persons resident in EU Member States or, in countries with which Ireland has a double taxation treaty (a "taxation treaty country") or the company or a related company are quoted companies on a recognised stock exchange in the EU or in a taxation treaty country.

A company coming within this additional exception from the incorporation rule which has its central management and control outside of Ireland will still be regarded as resident in Ireland if (i) it would by virtue of the law of a taxation treaty country be tax resident in that taxation treaty country if it were incorporated in that taxation treaty country but would not otherwise be tax resident in that taxation treaty country, (ii) it is managed and controlled in that taxation treaty country and (iii) it would not otherwise be resident in that territory for tax purposes.

As noted above, the additional exception from the incorporation rule of tax residence in respect of a company incorporated before 1 January 2015 will however cease to apply or be available after 31 December 2020, or, if earlier, from the date, after 31 December 2014, of a change in ownership (direct or indirect) of the company where there is a major change in the nature or conduct of the business of the company within the period beginning on the later of 1 January 2015 or the date which occurs one year before the date of the change in ownership of the company, and ending 5 years after the date of the change in ownership. For these purposes a major change in the nature or conduct of the business of the company includes the commencement by the company of a new trade or a major change arising from the acquisition by the company of property or of an interest in or right over property. These rules are relatively complex and we would recommend that any Irish incorporated company that considers it is not Irish tax resident seeks professional advice before asserting this in any Declaration given to the ICAV.

### **Residence – Individual**

The normal rule is an individual will be regarded as being resident in Ireland for a tax year if that individual:

1. spends 183 days or more in Ireland in that tax year; or
2. has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that tax year together with the number of days spent in Ireland in the preceding year.

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

### **Ordinary Residence – Individual**

The Irish tax year operates on the calendar year basis. The term "ordinary residence" (as distinct from 'residence') 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 in Ireland. For example, an individual who is resident and ordinarily resident in Ireland in 2019 and departs Ireland in that year will remain ordinarily resident in Ireland up to the end of the year in 2022.

### **Common Reporting Standard**

The common reporting standard framework was first released by the OECD in February 2014 and on 21 July 2014 the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD which includes the text of the Common Reporting Standard ("CRS" or the "Standard"). The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local reporting financial institutions (as defined) ("FIs") relating to account holders who are tax resident in other participating jurisdictions.

Ireland is a signatory to the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information. Over 100 jurisdictions have committed to exchanging information under the Standard and a group of 50 countries, including Ireland, committed to the early adoption of the CRS from 1 January 2016 (known as the "Early Adopter Group"). The first data exchanges took place in September 2017. All EU Member States (with the exception of Austria) are members of the Early Adopter Group.

CRS was legislated for in Ireland under the Returns of Certain Information By Reporting Financial Institutions Regulations 2015 which came into effect on 31 December 2015 (the "Irish CRS Regulations"). The Irish CRS Regulations provide for the collection and reporting of certain financial account information by Irish FIs, being FIs that are resident in Ireland (excluding any non-Irish branch of such FIs), Irish branches of Irish resident FIs and branches of non-Irish resident FIs that are located in Ireland. Ireland elected to adopt the 'wider approach' to the Standard. This means that Irish FIs will collect and report information to the Irish Revenue Commissioners on all non-Irish and non-U.S. resident account holders rather than just account holders who are resident in a jurisdiction with which Ireland has an exchange of information agreement. The Irish Revenue Commissioners will exchange this information with the tax authorities of other participating jurisdictions, as applicable.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("DAC II") implements CRS in a European context and creates a mandatory obligation for all EU Member States to exchange certain financial account information on residents in other EU Member States on an annual basis. The Irish Revenue Commissioners issued regulations to implement the requirements of DAC II into Irish law on 31 December 2015 and an Irish FI (such as the ICAV) is obliged to make a single return in respect of CRS and DAC II using the Revenue Online Service (ROS). Failure by an Irish FI to comply with its CRS or DAC II obligations may result in an Irish FI being deemed to be non-compliant in respect of its CRS or DAC II obligations and monetary penalties may be imposed on a non-compliant Irish FI under Irish legislation.

It is expected that the ICAV will be classified as an Irish FI for CRS purposes and will be obliged to report certain information in respect of certain of its equity holders and debt holders to the Irish Revenue Commissioners using the Revenue Online Service (ROS). The relevant information must be reported to the Irish Revenue Commissioners by 30 June in each calendar year.

For the purposes of complying with its obligations under CRS and DAC II, an Irish FI (such as the ICAV) shall be entitled to require Shareholders to provide any information regarding their (and, in certain circumstances, their controlling persons') tax status, identity, jurisdiction of residence, taxpayer identification number and, in the case of individual shareholders, their date and place of birth in order to satisfy any reporting requirements which the ICAV may have as a result of CRS and DAC II and Shareholders will be deemed by their holding, to have authorised the automatic disclosure of such information, together with certain financial account information in respect of the Shareholder's investment in the ICAV (including, but not limited to, account number, account balance or value and details of any payments made in respect of the Shares) by the ICAV (or any nominated service provider) or any other person on the ICAV's behalf to the Irish Revenue Commissioners and any other relevant tax authorities.

The ICAV (or any nominated service provider) agrees that information (including the identity of any Shareholder (and its controlling persons (if applicable)) supplied for the purposes of CRS or DAC II is intended for the ICAV's (or any nominated service provider's) use for the purposes of satisfying its CRS and DAC II obligations and the ICAV (or any nominated service provider) agrees, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the ICAV may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving CRS and DAC II compliance, (iii) to any person with the consent of the applicable Shareholder, or (iv) as otherwise required by law or court order or on the advice of its advisors.

Prospective investors should consult their advisors about the potential application of CRS.

### **U.S. Foreign Account Tax Compliance Act**

The foreign account tax compliance provisions contained in Sections 1471 to 1474 of the United States Internal Revenue Code and the regulations promulgated thereunder ("**FATCA**") impose a reporting regime which may impose a 30% withholding tax on certain U.S. source payments, including interest (and original issue discounts), dividends, other fixed or determinable annual or periodical gains, profits and income, made on or after 1 July 2014 and the gross proceeds from a disposition of property of a type which can produce U.S. source interest or dividends made on or after 1 January 2019 (collectively, "**Withholdable Payments**"), if paid to certain non-U.S. financial institutions (any such non-U.S. financial institution, an "**FFI**") that fail to enter into, or fail to comply with once entered into, an agreement with the U.S. Internal Revenue Service to provide certain information about their U.S. accountholders, including certain account holders that are non-U.S. entities with U.S. owners. The ICAV expects that it will constitute an FFI. The United States and the Government of Ireland have entered into an intergovernmental agreement to facilitate the implementation of FATCA (the "**IGA**"). An FFI (such as the ICAV) that complies with the terms of the IGA, as well as applicable local law requirements will not be subject to withholding under FATCA with respect to Withholdable Payments that it receives. Further, an FFI that complies with the terms of the IGA (including applicable local law requirements) will not be required to withhold under FATCA on Withholdable Payments it makes to accountholders of such FFI (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). Pursuant to the IGA, an FFI is required to report certain information in respect of certain of its accountholders to its home tax authority, whereupon such information will be provided to the U.S. Internal Revenue Service. The ICAV will undertake to comply with the IGA and any local implementing legislation, but there is no assurance that it will be able to do so.

The ICAV (or any nominated service provider) shall be entitled to require Shareholders to provide any information regarding their (and, in certain circumstances, their controlling persons') tax status, identity or residency in order to satisfy any reporting requirements which the ICAV may have as a result of the IGA or any legislation promulgated in connection with the agreement and Shareholders will be deemed by their shareholding to have authorized the automatic disclosure of such information by the ICAV (or any nominated service provider) or any other person on the ICAV's behalf to the relevant tax authorities.

The ICAV (or any nominated service provider) agrees that information (including the identity of any Shareholder) (and its controlling persons (if applicable)) supplied for purposes of FATCA compliance is intended for the ICAV's (or any nominated service provider) use for purposes of satisfying FATCA requirements and the ICAV (or any nominated service provider) agrees, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the ICAV may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving FATCA compliance, (iii) to any person with the consent of the applicable Shareholder, or (iv) as otherwise required by law or court order or on the advice of its advisors.

Prospective investors should consult their advisors about the potential application of FATCA.

## South Africa

### Tax basis

South African tax residents (as defined in the Income Tax Act, No. 58 of 1962 (the "**Act**")) are taxed on their worldwide income. Credit relief provisions and an extensive network of agreements for the avoidance of double taxation should eliminate double taxation in most cases.

Non-residents are only taxable on income from a South African source.

### Income tax

In general, shareholders who are South African tax "residents" (other than retirement funds) will be subject to income tax on any distribution from the ICAV at the rate at which foreign dividends are taxed in the hands of the relevant shareholder. To the extent that such distribution is subject to any foreign withholding taxes, tax rebate provisions in the Act and South Africa's extensive network of agreements for the avoidance of double taxation should eliminate taxation in excess of the relevant shareholder's normal tax rate.

If the ICAV is a controlled foreign entity as defined in section 9D of the Act, then South African tax residents who, together with any connected person (as defined in the Act), hold 10% or more of the Shares in the ICAV at any time are subject to income tax on their pro-rata share of the net income of the ICAV in terms of section 9D of the Act. Tax rebate provisions and/or exemptions should eliminate double taxation on this income.

Capital gains tax (as determined in accordance with the provisions of the Eight Schedule to the Act) realised on the disposal of Shares in the ICAV will be subject to tax in the hands of shareholders (other than retirement funds).

Retirement funds are not at present taxed on capital gains made on disposal of shares.

## **GENERAL**

### **THE SHARE CAPITAL**

The minimum authorised share capital of the ICAV is €2.00 represented by 2 (two) Subscriber Shares of no par value issued at €1.00 (one euro) each. The maximum authorised share capital of the ICAV as may be amended by the Directors from time to time and notified to the Shareholders is 500,000,000,002 Shares of no par value, represented by 2 (two) Subscriber Shares of no par value and 500,000,000,000 (five hundred billion) Shares of no par value, initially designated as unclassified Shares.

The Subscriber Shares entitle the holders to attend and vote at general meetings of the ICAV but do not entitle the holders to participate in the profits or assets of the ICAV except for a return of capital on a winding-up. The Shares entitle the holders to attend and vote at general meetings of the ICAV and to participate in the profits and assets of the ICAV. There are no pre-emption rights attaching to the Shares.

### **VARIATION OF SHAREHOLDER RIGHTS**

The rights attached to each Class of Shares (and for these purposes, reference to any Class of Shares shall include reference to any class of that Class) may, whether or not the ICAV is being wound up be varied with the consent in writing of the holders of three-fourths of the issued Shares of that Class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the Shares of that Class. The provisions of the Instrument in relation to general meetings shall apply to every such separate general meeting except that the necessary quorum at any such meeting shall be two persons holding or representing by proxy at least one-third of the issued Shares of the Class in question or, at an adjourned meeting, one person holding Shares of the Class in question or his proxy. Any holder of Shares representing one-tenth of the Shares in issue of the Class in question present in person or by proxy may demand a poll. The rights attaching to any Class shall not be deemed to be varied by the creation or issue of further Shares of that Class ranking *pari passu* with Shares already in issue, unless otherwise expressly provided by the terms of issue of those Shares.

### **VOTING RIGHTS**

The Instrument provides that on a show of hands at a general meeting of the ICAV every Shareholder and Subscriber Shareholder present in person or by proxy shall have one vote and on a poll at a general meeting every Shareholder and Subscriber Shareholder shall have one vote in respect of each Share or Subscriber Share, as the case may be, held by him; provided, however, that, in relation to a resolution which in the opinion of the Directors affects more than one Class or gives or may give rise to a conflict of interest between the shareholders of the respective Classes, such resolution shall be deemed to have been duly passed, only if, in lieu of being passed at a single meeting of the Shareholders of all of those Classes, such resolution shall have been passed at a separate meeting of the Shareholders of each such Class.

### **THE INSTRUMENT**

The sole object of the ICAV is the collective investment of its funds and giving Shareholders the benefit of the results of the management of its funds.

All holders of Shares are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Instrument, copies of which are available as described under the section entitled "General - Documents for Inspection".

### **DATA PROTECTION**

Prospective investors should note that by completing the Application Form they are providing personal information, which may constitute personal data within the meaning of the Data Protection Legislation. This data will be used for the purposes of client identification and the subscription process, administration, transfer agency, statistical analysis, research, compliance with any applicable legal, tax



or regulatory requirements and disclosure to, and in relation to, the ICAV, its delegates, and agents. All or part of this data will be retained as per regulatory requirements once the relationship ends.

Shareholders' data may be disclosed and/or transferred to third parties including financial advisors, regulatory bodies, tax authorities, auditors, technology providers or to the ICAV and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies wherever located (including to countries outside of the EEA which may not have the same data protection laws as Ireland) for the purposes specified.

The ICAV is a data controller within the meaning of Data Protection Legislation and undertakes to hold any personal information provided by Shareholders in confidence and in accordance with Data Protection Legislation.

Pursuant to the Data Protection Legislation, Shareholders have a right of access to their personal data kept by or on behalf of the ICAV and the right to amend and rectify any inaccuracies in their personal data held by or on behalf of the ICAV by making a request to the ICAV in writing. Shareholders also have a right to be forgotten and a right to restrict or object to processing in a number of circumstances. In certain limited circumstances, a right to data portability may apply. Where Shareholders give consent to the processing of personal data, this consent may be withdrawn at any time.

By signing the Application Form, prospective investors consent to the recording of telephone calls made to and received from investors by the ICAV, their delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

A copy of the data privacy statement of the ICAV is available upon request from the Administrator.

## **CONFLICTS OF INTEREST**

The Depositary, the AIFM, the Administrator, the Auditors, any External Valuer, any Investment Manager, any Investment Advisor and any distributor may from time to time act as alternative investment fund manager, depositary, trustee, registrar, Administrator, auditor, independent valuer, external valuer, investment manager, investment adviser, 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.

In particular:

- (i) the Directors may act as directors to other funds;
- (ii) the AIFM, the Investment Manager or an investment advisor may act in the same capacity for other entities;
- (iii) key individuals of the AIFM, Investment Manager may be involved in other businesses not involving the ICAV;
- (iv) the Administrator and Depositary may act in the same capacity for other entities; and
- (v) the AIFM, the relevant Investment Manager or an investment advisor may invest directly or indirectly in a Fund or may hold interests in a vehicle or arrangement which delivers a similar or equivalent return to an investment in a Fund.

It is, therefore, possible that any of them may, in the due course of their business, have potential conflicts of interests with the ICAV. Each will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they might have. In the event that a conflict of interest does arise, each shall endeavour to ensure that it is resolved fairly and in the best interests of Shareholders. Where determined appropriate by the Directors and approved for the purpose by the Depositary, a valuation committee of the AIFM may be established to value unlisted securities. In this regard, the valuation of the valuation committee will be accepted and investors should be aware that in these circumstances a possible conflict of interest may arise as the higher the estimated value of the unlisted securities the higher the fees payable to the AIFM.

The AIFM, the Investment Manager and/or the advisor and any of its affiliates or any person connected with any of them may invest in, directly or indirectly, or manage or advise or act as investment manager or investment advisor for other investment funds or accounts, including funds or accounts that invest in assets which may also be purchased or sold by the Funds. None of the AIFM (in respect of its activities as alternative investment fund manager to the ICAV and the Funds), the Investment Manager (in respect of its activities as investment manager to the ICAV and the Funds), the Advisor nor any of its affiliates, nor any person connected with any of them, shall be under any obligation to offer investment opportunities of which any of them becomes aware to the ICAV, or to account to the ICAV in respect of (or share with the Depositary or inform the Depositary of) any such transaction or any benefit received by any of them from any such transaction. When allocating investment opportunities, the AIFM, the Investment Manager, and where relevant any other service provider to the ICAV, will ensure that all such investments will be allocated between the ICAV and other clients in a fair and equitable manner.

The AIFM, the Depositary or an Investment Manager or an investment advisor or delegates or group companies of these shall only enter into transactions involving the assets of the ICAV provided that such transactions are negotiated at arm's length and in the best interests of the Shareholders. A certified valuation of a transaction by (i) a person approved by the Depositary (or the Directors in the case of a transaction involving the Depositary) as independent and competent or (ii) the execution of transactions on best terms on organised investment exchanges under their rules and, where (i) and (ii) are not practical, transactions executed on terms the Depositary (or the Directors in the case of a transaction involving the Depositary) is satisfied are negotiated at arm's length and in the best interests of the Shareholders.

In particular, but without limitation, the Depositary may hold funds for the ICAV subject to the provisions of the Central Bank Acts 1942 to 2015, as may be amended from time to time.

Employees or officers of the AIFM, any Investment Manager, any investment advisor or their affiliates may directly or indirectly acquire Shares. Any acquisition or divestment of Shares by such individuals shall be on terms which are no more favourable than those applying to all Shareholders. The AIFM or an Investment Manager, investment advisor (as applicable) will maintain internal procedures to ensure that the size and timing of any subscriptions or redemptions of Shares by such individuals shall not conflict with any duties owed to Shareholders and the AIFM, the Investment Manager, the investment advisor (if applicable) or their affiliates or any employees or officers thereof.

The AIFM or the Investment Manager (if applicable) may manage other portfolios and the relevant Investment Manager expects that the Funds and other portfolios it manages will, from time to time, purchase or sell the same securities. The AIFM or Investment Manager may aggregate orders for the purchase or sale of securities on behalf of the Funds with orders on behalf of other portfolios the Investment Manager manages. Securities purchased or proceeds of securities sold through aggregated orders are allocated to the account of each portfolio managed by the relevant Investment Manager that bought or sold such securities at the average execution price. If less than the total of the aggregated orders is executed, purchased securities or proceeds will generally be allocated pro rata among the participating portfolios in proportion to their planned participation in the aggregated orders.

The Administrator and the Depositary are affiliates. The Depositary may also appoint its affiliates as its sub-custodians. Although each of the Administrator and Depositary and any affiliated sub-custodians are managed independently and are operationally distinct and segregated from each other, there is potential for a conflict of interest to arise as a result of each party being a member of the same corporate group. Each will, at all times, have regard in such event to its obligations to the ICAV, as the case may be, and will endeavour to ensure that such conflicts are resolved fairly.

In selecting brokers to make purchases and sales for the ICAV, the AIFM or the Investment Manager will choose those brokers who provide best execution to the ICAV. In determining what constitutes best execution, the AIFM or the Investment Manager will consider the overall economic result to the ICAV (price and commission plus other costs), the efficiency of the transaction, the brokers' ability to effect the transaction if a large block is involved, availability of the broker for difficult transactions in the future, other services provided by the broker such as research and the provision of statistical and other information, and the financial strength and stability of the broker. In managing the assets of the ICAV, the AIFM or the Investment Manager may receive certain research and statistical and other information and assistance from brokers. The AIFM or the Investment Manager may allocate brokerage business

to brokers who have provided such research and assistance to the ICAV and/or other accounts for which the AIFM or the Investment Manager exercises investment discretion. The benefits provided under any soft commission arrangements must assist in the provision of investment management services to the ICAV. Any soft commission arrangements will be disclosed in the periodic reports of the ICAV.

A Director may be a party to, or otherwise interested in, any transaction or arrangement with the ICAV or in which the ICAV is interested, provided that he has disclosed to the Directors prior to the conclusion of any such transaction or arrangement the nature and extent of any material interest of his therein. Unless the Directors determine otherwise, a Director may vote in respect of any contract or arrangement or any proposal whatsoever in which he has a material interest, having first disclosed such interest. There is no prohibition on the Directors or any person connected with them, holding Shares in the Fund. The nature of any such interests/transactions will be declared by the relevant Director to the Board at the next Board meeting. The Directors shall endeavour to ensure that any conflict of interest is resolved fairly.

At the date of this document, the following directors have the following interests in service providers to the ICAV:

- John Eckstein is a Director of the ICAV and a director and shareholder of Portfolio Analytics Consulting (Pty) Limited, which acts as investment advisor to the Odyssey Global Fund. He is also a Director and is an indirect shareholder of and financially interested in SIP Mauritius ("SIP"), which acts as investment advisor to a number of sub-funds and which has a controlling shareholding in entities which act as investment advisors to certain sub-funds of the ICAV.
- Alistair Starker is a Director of the ICAV and a Director of and an indirect shareholder of and financially interested in SIP which acts as investment advisor to a number of sub-funds and which has a controlling shareholding in entities which act as investment advisors to certain sub-funds of the ICAV.

## MEETINGS

The Directors have elected to dispense with the holding of the annual general meeting of the ICAV, and Shareholders are hereby notified of this fact for all purposes of Section 89 of the Act, provided that one or more Shareholders of the ICAV holding, or together holding, not less than 10% of the voting rights in the ICAV or the Auditors may require the ICAV to hold an annual general meeting in that year by giving notice in writing to the ICAV in the previous year or at least one month before the end of the relevant year.

The Directors may call an extraordinary general meeting of the ICAV or any Fund whenever they think fit. One or more Shareholders of the ICAV or any Fund holding, or together holding, at any time not less than 50% of the voting rights in the ICAV or any Fund may convene an extraordinary general meeting of the ICAV or any Fund. The Directors shall, at the request of one or more Shareholders of the ICAV or any Fund holding, or together holding, at the date of making of the request, not less than 10% of the voting rights of the ICAV or any Fund, proceed to convene an extraordinary general meeting of the ICAV or any Fund. If the Directors do not within 21 days after the date of the deposit of the request proceed to convene a meeting to be held within 2 months after that date, those making the request, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held more than 3 months after the date the request was first made.

All business transacted at a meeting of Shareholders duly convened and held shall be by way of a Resolution.

Not less than fourteen (14) calendar days' notice of every meeting of the ICAV or any Fund must be given to relevant Shareholders. The notice shall specify the place, day and hour of the meeting and terms of the Resolution to be proposed. A copy of the notice shall be sent by post to the Depositary. The accidental omission to give notice to, or the non-receipt of notice by, any of the Shareholders shall not invalidate the proceedings at any meeting.

A quorum at any meeting of the ICAV, any Fund or any class within a Fund shall be two (2) Shareholders present in person or by proxy (unless the ICAV or relevant Fund or relevant Class has only one Shareholder in which case only one Shareholder is required). No business shall be transacted at any

meeting and no Resolution voted shall be enforceable unless the requisite quorum is present at the commencement of business.

A proxy may attend on behalf of any Shareholder. The voting rights attached to the Shares are set out under the heading "General -Voting Rights".

## **PROJECTIONS, FORECASTS AND ESTIMATES**

From time to time the Directors, the AIFM, Investment Manager or other authorised advisors may provide prospective investors with projections, forecasts and estimates which are forward looking statements. Projections are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, the projections are only an estimate. Actual results may vary from the projections, and the variation may be material.

Some important factors that could cause actual results to differ materially from those in any forward looking statement include, but are not limited to, changes in interest rates, market conditions, financial or legal uncertainties, the timing of Fund investment, differences in actual allocation of investments from that assumed, mismatches between the timing of accrual and receipts of interest and / or principal proceeds from investments and the effectiveness of any hedging strategy.

None of the Directors, the AIFM, Investment Manager or other authorised advisors has any obligation to update or otherwise revise any projections, including any revision to reflect changes in economic conditions or other circumstances arising after the date any forward looking statement is made, even if the underlying assumptions do not come to fruition.

## **REPORTS AND ACCOUNTS**

The Directors shall cause to be prepared an annual report and audited annual accounts for the ICAV for the period ending 31 December in each year.

The first audited annual report in respect of the ICAV (or the initial Fund as applicable) will be prepared for the period ending 31 December 2017 and the first set of half yearly financial statements of the ICAV (or the initial Fund of the ICAV as applicable) will be prepared for the period ending 30 June 2017.

Copies of the annual report and audited financial statements will be sent to Shareholders within 6 months of the end of the fiscal year to which they relate.

Separate accounts will be prepared at Fund level unless otherwise specified in the Relevant Supplement.

## **WINDING UP**

In accordance with the Instrument, the ICAV may be wound up if:

- (c) the Shareholders resolve by Resolution passed by a simple majority of the votes cast in accordance with the Act that the ICAV by reason of its liabilities cannot continue its business and that it be wound up;
- (d) if the Depositary has served notice of its intention to retire under the terms of the Depositary Agreement (and has not revoked such notice) and no new Depositary has been appointed by the ICAV with the approval of Central Bank within six months from the date of service of such notice;
- (e) if the appointment of the AIFM is terminated for any reason, or the AIFM ceases to be authorised to act as an alternative investment fund manager by its competent authority, and no replacement AIFM has been appointed within a reasonable time;
- (f) the Shareholders resolve by special resolution of the ICAV passed in accordance with the Act that the ICAV be wound up;
- (g) the ICAV ceases to be authorised or otherwise approved by the Central Bank; or

- (h) the Directors have resolved that it is impracticable or inadvisable for the ICAV to continue to operate having regard to (i) the passing of any law, rule or regulation or (ii) the prevailing or reasonably anticipated market conditions and/or the best interests of the Shareholders.

The ICAV may be wound up in accordance with the provisions of Part 11 of the Companies Act, 2014 relating to the winding up of companies subject to any necessary modifications and the specific modifications contained in the Act which apply as if the ICAV were an investment company.

The Instrument contains provisions to the following effect:

- (i) if the ICAV shall be wound up the liquidator shall, subject to the provisions of Part 11 of the Companies Act 2014, apply the assets of the ICAV in such manner and order as he thinks fit in satisfaction of creditors' claims;
- (j) the assets available for distribution among the Shareholders shall then be applied in the following priority:
  - (i) First, in the payment to the holders of the Shares of each Class of a sum in the currency in which that Class is designated (or in any other currency selected by the liquidator) as nearly as possible equal (at a rate of exchange determined by the liquidator) to the Net Asset Value of the Shares of such Class held by such holders respectively as at the date of commencement to wind up provided that there are sufficient assets available to enable such payment to be made;
  - (ii) Secondly, in the payment to the holders of the Subscriber Shares, sums up to the nominal amount paid thereon out of the assets of the ICAV; and
  - (iii) Thirdly, in the payment to the holders of each Class of any balance then remaining, such payment being made in proportion to the number of Shares of that Class held.
- (k) If the ICAV shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of a Special Resolution and any other sanction required by Part 11 of the Companies Act 2014, divide among the Shareholders in specie the whole or any part of the assets of the ICAV, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the member or different classes of Shareholders. If a Shareholder so requests, the liquidator shall procure the sale of assets to be distributed and shall distribute the proceeds to the Shareholders. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of shareholders as the liquidator, with the like authority, shall think fit, and the liquidation of the ICAV may be closed and the ICAV dissolved, but so that no member shall be compelled to accept any assets in respect of which there is liability.
- (l) A Fund may be wound up pursuant to section 37 of the Act and in such event the provisions of (a) – (c) above in respect of the winding-up of the ICAV shall apply mutatis mutandis in respect of that Fund.

## **MATERIAL CONTRACTS**

The following contracts, which are summarised in the Sections “Management and Administration” and “Fees and Expenses of the ICAV” above, have been entered into and are, or may be, material:

- (i) Amended and Restated Management Agreement pursuant to which the AIFM was designated to act as the alternative investment fund manager to the ICAV;
- (ii) Administration Agreement pursuant to which the Administrator was appointed Administrator to the ICAV; and
- (iii) Depositary Agreement pursuant to which the Depositary was appointed as depositary to the ICAV.

Details of additional material contracts may be set out in the Relevant Supplement.

## **DOCUMENTS FOR INSPECTION**

Copies of the following documents may be inspected and obtained at the registered office of the ICAV at Beech House, Beech Hill Road, Dublin 4, Ireland during normal business hours on any Business Day:

- (iv) the material contracts referred to above;
- (v) the Instrument; and
- (vi) the annual reports of the ICAV.

## **ANNUAL REPORT AND PERIODIC DISCLOSURE TO SHAREHOLDERS**

A report regarding the activity and the management of the Fund's assets is published annually in accordance with Applicable Law, including a balance sheet and profit and loss account, the composition of each Fund's assets, the auditor's report, a report on the activities during the period to which the report refers including an overview of the Fund and its investment activities and performance, and notification of all material changes which occurred during the period to which the report refers, and information regarding the level of any remuneration paid by the AIFM to any Identified Staff during the period.

The following will be disclosed to Shareholders in the annual report:

- (m) the percentage, if any, of the assets of each Fund which are subject to special arrangements arising from their illiquid nature;
- (n) the current risk profile of each Fund and the risk management systems employed by the AIFM to manage those risks; and
- (o) where leverage is used, the total amount of leverage employed by each Fund.

The following will be notified to Shareholders without undue delay by such means as the Directors may on a regular basis determine:

- (p) any new arrangements for managing the liquidity of each Fund; and
- (q) any changes to the maximum level of leverage which may be employed as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement.

In addition, the following information is available to Shareholders promptly upon request from the Administrator:

- (r) the latest Net Asset Value of each Fund;
- (s) the historical performance of each Fund, where available; and
- (t) subscription and redemption prices for Shares.

## **DELIVERY OF STATEMENTS VIA EMAIL**

The ICAV or the Administrator on behalf of the ICAV is required to deliver to the investors of the relevant Fund certain notices and documents from time to time, such as net asset value statements, notices of meetings and annual audited financial statements. The ICAV, or the Administrator on behalf of the ICAV, may in the future elect to deliver such notices and documents by e-mail to the address in the ICAV's records or by posting them on a password protected website. When delivering documents by e-mail, the ICAV will generally distribute them as attachments to e-mails in Adobe's Portable Document Format (PDF) (Adobe Acrobat Reader software is available free of charge from Adobe's web site at [www.adobe.com](http://www.adobe.com) and the Reader software must correctly be installed on the investor's system before

the investor will be able to view documents in PDF format). Investors who do not wish to receive such documents electronically, or who wish to change the method of notice, should elect to do so by notifying the Administrator in writing.

## **DATA PROTECTION**

Prospective investors should note that by completing the Application Form they are providing personal information, which may constitute personal data within the meaning of the Data Protection Legislation. Data will be used for the purposes of administration, transfer agency, statistical analysis, research and disclosure to the ICAV, its delegates, and agents. By signing the Application Form, prospective investors acknowledge that they are providing their consent to the ICAV, its delegates or their duly authorised agents and any of their respective related, associated or affiliated companies obtaining, holding, using, disclosing and processing the data for any one or more of the following purposes:

4. to manage and administer the investor's holding in the ICAV and any related accounts on an on-going basis;
5. for any other specific purposes where the investor has given specific consent;
6. to carry out statistical analysis and market research;
7. to comply with legal and regulatory obligations applicable to the investor and/or the AIFM and/or the ICAV and/or the Investment Manager;
8. for disclosure or transfer, whether in Ireland or countries outside Ireland, including without limitation the US and the United Kingdom, which may not have the same data protection laws as Ireland, to third parties including financial advisers, regulatory bodies, auditors, technology providers, or to the ICAV and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above; or
9. for other legitimate business interests of the ICAV.

Pursuant to the Data Protection Legislation, investors have a right of access to their personal data kept by the ICAV and the right to amend and rectify any inaccuracies in their personal data held by the ICAV by making a request to the ICAV in writing.

The ICAV is a data controller within the meaning of the Data Protection Legislation and undertakes to hold any personal information provided by investors in confidence and in accordance with the Data Protection Legislation.

## **FAIR TREATMENT OF SHAREHOLDERS**

The ICAV will seek in its decision-making procedures and organisational structures to ensure fair treatment of all Shareholders by adhering to applicable laws, the ICAV's policies and procedures and the Instrument.

## **PREFERENTIAL TREATMENT ARRANGEMENTS**

Subject to the Central Bank's requirements, the Directors have the right to create Classes within a Fund with different fee structures, distribution rights and other features (for example, management fees, performance incentive fees, administration fees, distribution fees and the minimum holding amount) which will be set out in the relevant Supplement, and expenses arising from the hedging of such other Class(es) currency of denomination against foreign exchange rate fluctuations, may apply to them. The Directors shall accrue and/or distribute capital gains/losses and income from the above to each Shareholder relative to their participation in the relevant Class. In addition, the AIFM or an Investment Manager may choose to pay out certain rebates or retrocessions fees out of its fees to certain Shareholders. Such Shareholders shall include without limitation Shareholders that are directors, officers, managers, members, partners, affiliates or employees of the AIFM or an Investment Manager, members of the families of such persons and trusts or other entities for their benefit (or that are charitable organisations established by any of the foregoing). Any such rebate or other arrangement will have the



effect of reducing the alternative investment fund management fee/investment management otherwise payable to the AIFM/ Investment Manager. The Directors, the AIFM and an Investment Manager will only offer such terms if they believe other Shareholders in the relevant Fund will not be materially disadvantaged.

## SEGREGATION OF ASSETS AND LIABILITIES

The Instrument requires the ICAV to establish separate Funds in the ICAV in the following manner:

- (a) the records and accounts of each Fund shall be maintained separately in the relevant base currency;
- (b) the liabilities of each Fund shall be attributable exclusively to that Fund;
- (c) the assets of each -Fund shall belong exclusively to that Fund, shall be segregated in the records of the Depositary from the assets of other Funds and the assets of the Depositary, shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other Fund;
- (d) the proceeds from the issue of each Share Class shall be applied to the relevant Fund established for that Class of Shares and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Instrument;
- (e) where any asset is derived from another asset, the derived asset shall be applied to the same Fund as the assets from which it was derived, and on each revaluation of an asset the increase or diminution in value shall be applied to the relevant Fund;
- (f) in the case where an asset or a liability of the ICAV cannot be considered as being attributable to a particular Fund, the Directors or the AIFM acting on behalf of the Fund shall have the discretion, subject to the approval of the Depositary, to determine the basis upon which such asset or liability shall be allocated between the Funds and the Directors or the AIFM acting on behalf of the Fund shall have power at any time and from time to time subject to the approval of the Depositary to vary such basis, provided that the approval of the Depositary shall not be required in any case where the asset or liability is allocated between all Funds pro rata to their Net Asset Values on a fair and equitable basis.

## NOTIFICATION OF PRICES

The Net Asset Value per Share of each class of Share in each Fund will be available on request from the Administrator and Administrator and will be notified to the Irish Stock Exchange without delay following calculation. The up to date Net Asset Value of each Share class will be published daily on the AIFM's website [www.sanlam.ie](http://www.sanlam.ie).

## EU BENCHMARK REGULATION

Certain Funds may be users of benchmarks as defined by Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). Such Funds may only use a benchmark if such benchmark is provided by an administrator that is or will be included in the register referred to in Article 36 of the Benchmark Regulations as required by the Benchmark Regulations.

To the extent that a Fund is a user of a benchmark, the ICAV, acting on behalf of the relevant Fund(s), shall adopt robust written plans which shall apply in the case that any benchmark used by a Fund materially changes or ceases to be available.

## DISCLOSURES REGULATION

For the purposes of Article 6 of 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 (the "**Disclosures Regulation**"), the AIFM, in consultation with the Investment Manager, has made a determination that sustainability risks are not currently relevant to the investment decisions being made

in respect of the Funds, based on its investment strategy (see further the section of the Prospectus above entitled "Investment Objectives" and "Investment Strategy") and has further determined that sustainability risks are currently not likely to have a material impact on the returns of the Funds. The ICAV may consider it appropriate to integrate sustainability risks into their investment decisions for the Funds in the future and this disclosure will be updated in accordance with the Disclosures Regulation to reflect any such decision.

*Principal Adverse Impacts of Investment Decisions on Sustainability Factors*

For the purposes of Article 7 of the Disclosures Regulation, the AIFM does not consider the adverse impacts of investment decisions on sustainability factors in respect of the Funds, as the investment policies of the Funds do not involve such analysis. Sustainability factors mean, for the purposes of the Disclosures Regulation, environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

The provisions of the Disclosures Regulation as amended by the Regulation (EU) 2020/852 on the Establishment of a Framework to Facilitate Sustainable Investment (the "Taxonomy Regulation") introduce a requirement to disclose whether and if so, to what extent the Funds' investments are aligned with the Taxonomy Regulation. Accordingly, as at the date of this Prospectus, the investments underlying the ICAV and the Funds do not take into account the EU criteria for environmentally sustainable economic activities.

## **APPENDIX I**

### **DEFINITION OF U.S. PERSON**

U.S. Person means: (i) any natural person resident in the United States; (ii) any partnership or corporation organised or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. Person; (iv) any trust of which any trustee is a U.S. Person; (v) any agency or branch of a non-United States entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit of a U.S. Person; (vii) 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 (viii) any partnership or corporation if (A) organised or incorporated under the laws of any foreign jurisdiction, and (B) formed by a U.S. 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) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

Notwithstanding the preceding paragraph, "U.S. Person" shall not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person, if (A) an executor or administrator of the estate who is not a U.S. Person has sole or Shares investment discretion with respect to the assets of the estate, and (B) the estate is governed by non-U.S. law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. Person if a trustee who is not a U.S. Person has sole or Shares investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person; (iv) 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; (v) any agency or branch of a U.S. Person located outside the United States 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; and (vi) certain international organisations as specified in Rule 902(k)(2)(vi) of Regulation S under the 1933 Act.

## APPENDIX II RECOGNISED MARKETS

The following are the list of stock exchanges and regulated markets on which the assets of the Funds of the ICAV may be invested and is set out in accordance with the Central Bank's requirements. The Central Bank does not issue a list of approved stock exchanges or markets. With the exception of permitted investments in unlisted securities and units of open-ended collective investment schemes, investments will be restricted to the following stock exchanges and regulated markets:-

- (a)(i) any stock exchange which is:
- located in any EU Member State; or
  - located in an EEA Member State or located in a state which is a member of the Organisation for Economic Co-Operation and Development; or
  - located in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United Kingdom, United States of America; or
- (ii) any stock exchange included in the following list:<sup>1</sup>

Argentina	Bolsa de Comercio de Buenos Aires, Bolsa de Comercio de Cordoba, Bolsa de Comercio de Mendoza S.A. and Bolsa de Comercio Rosario;
Bangladesh	Chittangong Stock Exchange Ltd. and Dhaka Stock Exchange Ltd.;
Botswana	Botswana Stock Exchange;
Brazil	Bolsa de Valores Minas and Bolsa De Valores, Mercadorias e Futuros;
Bulgaria	Bulgarian Stock Exchange;
Channel Islands (Guernsey, Jersey, Isle of Man)	Channel Islands Stock Exchange
Chile	Santiago Stock Exchange;
China	Shanghai Stock Exchange and Shenzhen Stock Exchange;
Colombia	Bolsa de Valores de Colombia;
Egypt	Egyptian Exchange and Nile Stock Exchange;
Ghana	Ghana Stock Exchange;
India	Mumbai Stock Exchange, Madras Stock Exchange, Delhi Stock Exchange, Bangalore Stock Exchange Ltd., Calcutta Stock Exchange and the National Stock Exchange of India;
Indonesia	Jakarta Futures Exchange and Indonesia Stock Exchange;
Israel	Tel Aviv Stock Exchange;
Ivory Coast	Bourse Regionale des Valeurs Mobilieres;
Jordan	Amman Stock Exchange;
Kazakstan	Kazakhstan Stock Exchange;
Kenya	Nairobi Stock Exchange;
Korea	Korean Stock Exchange;
Kuwait	Kuwait Stock Exchange;
Malaysia	Bursa Malaysia;
Mauritius	Stock Exchange of Mauritius Ltd.;
Mexico	Bolsa Mexicana de Valores;
Morocco	Casablanca Stock Exchange;
Namibia	Namibian Stock Exchange;
Nigeria	Nigerian Stock Exchange;
Oman	Muscat Securities Market;
Pakistan	Lahore Stock Exchange and Karachi Stock Exchange (Guarantee) Limited;
Peru	Bolsa de Valores de Lima;

<sup>1</sup> NTD: IMs to confirm that there are no current investments/exposures to markets/jurisdictions being deleted.

Philippines	Philippine Stock Exchange, Inc.;
Qatar	The Qatar Exchange;
Romania	Romanian Commodities Exchange;
Serbia	Belgrade Stock Exchange;
Saudi Arabia	Saudi Stock Exchange (Tadawul);
Singapore	Singapore Exchange;
South Africa	Johannesburg Stock Exchange;
South Korea	Korean Stock Exchange;
Sri Lanka	Colombo Stock Exchange;
Taiwan	Taiwan Stock Exchange;
Tanzania	The Dar es Salaam Stock Exchange;
Thailand	Stock Exchange of Thailand;
Tunisia	Bourse de Tunis;
Turkey	Istanbul Stock Exchange;
United Arab Emirates	Abu Dhabi Securities Market;
Uruguay	Bolsa de Valores de Montevideo;
Vietnam	Ho Chi Minh Stock Exchange and Hanoi Stock Exchange;
Zambia	Lusaka Stock Exchange; and

(iii) any of the following over-the-counter markets:

The market organised by the International Securities Market Association;

The (i) market conducted by banks and other institutions regulated by the Financial Conduct Authority (FCA) and subject to the Inter-Professional Conduct provisions of the FCA's Market Conduct Sourcebook and (2) market in non-investment products which is subject to the guidance contained in the Non-Investment Products Code drawn up by the participants in the London market, including the FCA and the Bank of England;

The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York and the US Securities and Exchange Commission;

The over-the-counter market in the United States conducted by primary and second dealers regulated by the Securities and Exchanges Commission and by the Financial Industry Regulatory Authority, Inc ("**FINRA**") (and by banking institutions regulated by the US Comptroller of the 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;

The Over-the-Counter market in Canadian Government Bonds as regulated by the Investment Industry Regulatory Organisation of Canada;

The French market for Titres de Creance Negotiable (over-the-counter market in negotiable debt instruments);

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

(iv) any of the following electronic exchanges:

JASDAQ (Japan);  
KOSDAQ (Korea);

NASDAQ;  
SESDAQ (Singapore); TAISDAQ/Gretai Market  
(Taiwan); and Virt-X Exchange Limited.

- (b) In relation to any exchange traded financial derivatives contract, any recognised exchange which is (i) located in a Member State or (ii) located in an EEA Member State or (iii) located in Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, the United Kingdom or the United States or (iv) the Channel Islands Stock Exchange or (v) listed at (a)(iv) above or (vi) any of the following:

The Chicago Board of Trade;  
The Chicago Mercantile Exchange;  
The Chicago Board Options Exchange;  
ICE Futures;  
International Securities Exchange (ISE);  
LCH. Clearnet Limited;  
OMLX;  
The London Securities and Derivatives Exchange;  
The Options Clearing Corporation, Inc.  
New York Mercantile Exchange;  
New York Board of Trade;  
New Zealand Futures and Options Exchange;  
Hong Kong Futures Exchange;  
Osaka Securities Exchange;  
Singapore Commodity Exchange;  
Tokyo International Financial Futures Exchange.