

**Information Memorandum
(the "Information Memorandum")**

Amundi Alternative Funds plc (the "Company")

Singapore Selling Restriction

DATED 22 DECEMBER 2023

This Information Memorandum, dated as of 22 December, 2023, provides information directed to investors in Singapore regarding the Company, an investment vehicle with variable capital incorporated under the Irish Law. This Information Memorandum forms part of, and should be read in conjunction with the prospectus dated as of September 29th, 2023 (the "Prospectus") and the supplement, and relevant Key information document ("KID") of the sub-funds.

The offer or invitation to subscribe for shares (the "**Shares**") in the Amundi Sandler US Equity Fund (the "**Sub-Fund**"), a sub-fund of the Company, which is the subject of this Information Memorandum, does not relate to a collective investment scheme which is authorised under Section 286 of the Securities and Futures Act 2001 as amended or modified (the "**SFA**") or recognised under Section 287 of the SFA. The Company is not authorised or recognised by the Monetary Authority of Singapore (the "**MAS**") and the Shares are not allowed to be offered to the retail public. This Information Memorandum and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA and accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply, and you should consider carefully whether the investment is suitable for you.

This Information Memorandum has not been registered as a prospectus with the MAS. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than

- (i) to an institutional investor (as defined in the SFA) under Section 304 of the SFA;
- (ii) to an accredited investor (as defined in the SFA) pursuant to Section 305(1) of the SFA, and in accordance with the conditions specified in Section 305 of the SFA and the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (iii) to an institutional investor or accredited investor, otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Shares are subscribed or purchased under Section 305 of the SFA by a relevant person (as defined in Section 305(5) of the SFA) which is:

- (a) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor.

Securities (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Shares pursuant to an offer made under Section 305 of the

SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 305A(5) of the SFA; or
- (5) as specified in Regulation 36A of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore

Important Information

1. The offer or invitation for offer of the Shares is regulated by the Irish regulator, the Central Bank of Ireland, pursuant to the European Communities (Undertaking for Collective Investment in Transferable Securities) Regulations 2011, as amended. The contact details of the Central Bank of Ireland are as follows:

Address: Central Bank of Ireland

New Wapping Street

North Wall Quay

Dublin 1

D01 F7X3

Telephone No.: +353 1 224 5226

2. The Company's business address is 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland.
3. Amundi Asset Management (the "**Manager**"), being the manager of the Fund, and CACEIS Bank Ireland Branch, being the depositary of the Company, are regulated by the Autorité des Marchés Financiers and the Central Bank of Ireland respectively.
4. The Manager and the sub-investment manager of the Sub-Fund (as applicable) may enter into arrangements with certain shareholders that have the effect of altering or supplementing the terms of such shareholder's investments in the Sub-Fund, including without limitation arrangements with respect to access to specific information and waivers or reductions of the subscription and redemption charges.
5. Investors in Singapore should refer to the Sub-Fund's factsheet attached to this Information Memorandum for information on the past performance of the Sub-Fund.

Product

Amundi Sandler US Equity Fund - Class I USD

A Sub-Fund of Amundi Alternative Funds PLC

IE00BD8GKV14 - Currency: USD

This Sub-Fund is authorised in Ireland.

Management Company: Amundi Asset Management (thereafter: "we"), a member of the Amundi Group of companies, is authorised in France and regulated by the Autorité des marchés financiers.

The AMF is responsible for supervising Amundi Asset Management in relation to this Key Information Document.

For more information, please refer to www.amundi.fr or call +33 143233030.

This document was published on 22/11/2023.

KEY
INFORMATION
DOCUMENT

What is this product?

Term: The term of the Sub-Fund is unlimited. The Management Company may terminate the fund by liquidation or merger with another fund in accordance with legal requirements.

Objectives: The Sub-Fund is an active UCITS and is not managed in reference to a benchmark.

The Manager, Amundi Asset Management, has appointed Sandler Capital Management as Sub-Investment Manager to implement the trading strategy.

The investment objective of the Sub-Fund is to be exposed to the Strategy during the life of the Sub-Fund. The Strategy is based on two components, being (i) a proprietary discretionary trading strategy which has been developed by the Sub-Investment Manager (the "Trading Strategy") and (ii) an allocation of any excess cash to liquid assets pursuant to a process defined and implemented solely by the Manager.

The Trading Strategy's investment objective is to achieve capital appreciation across shifting economic and market environments, through both long and short positions in equities which are mainly but not exclusively listed on North American Recognised Markets. The short exposures will be achieved only through the use of FDI.

Intended Retail Investor: This product is intended for investors, with a basic knowledge of and no or limited experience of investing in funds and who are prepared to take on a high level of risk to their original capital.

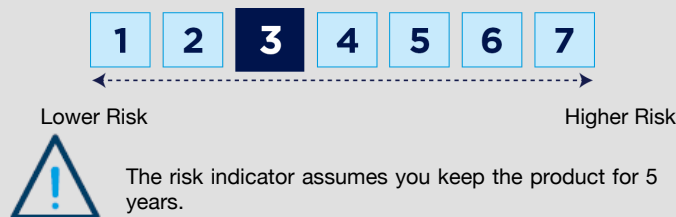
More Information: You may get further information about the Sub-Fund, including the prospectus, and financial reports which are available at and free of charge on request from: Amundi Asset Management at 91-93 boulevard Pasteur, 75015 Paris, France.

The Net Asset Value of the Sub-Fund is available on www.amundi.ie.

Depository: CACEIS Bank, Ireland Branch.

What are the risks and what could I get in return?

RISK INDICATOR



The summary risk indicator is a guide to the level of risk of this product compared to other products. It shows how likely it is that the product will lose money because of movement in the markets or because we are not able to pay you.

We have classified this product as 3 out of 7, which is medium-low risk class. This rates the potential losses from future performance at a medium-low level, and poor market conditions are unlikely impact our capacity to pay you.

Additional risks: Market liquidity risk could amplify the variation of product performances.

This product does not include any protection from future market performance so you could lose some or all of your investment.

Beside the risks included in the risk indicator, other risks may affect the Sub-Fund's performance. Please refer to the Amundi Alternative Funds PLC prospectus.

PERFORMANCE SCENARIOS

The unfavourable, moderate, and favourable scenarios shown are illustrations using the worst, average, and best performance of the Sub-Fund over the last 10 years. Markets could develop very differently in the future. The stress scenario shows what you might get back in extreme market circumstances.

What you get from this product depends on future market performance. Market developments in the future are uncertain and cannot be accurately predicted.

Recommended holding period : 5 years Investment USD 10,000			
Scenarios		If you exit after	
		1 year	5 years
Minimum	There is no minimum guaranteed return. You could lose some or all of your investment.		
Stress Scenario	What you might get back after costs	\$6,440	\$5,860
	Average return each year	-35.6%	-10.1%
Unfavourable Scenario	What you might get back after costs	\$8,370	\$9,280
	Average return each year	-16.3%	-1.5%
Moderate Scenario	What you might get back after costs	\$9,470	\$10,740
	Average return each year	-5.3%	1.4%
Favourable Scenario	What you might get back after costs	\$10,390	\$12,030
	Average return each year	3.9%	3.8%

The figures shown include all the costs of the product itself, but may or may not include all the costs that you pay to your advisor or distributor. The figures do not take into account your personal tax situation, which may also affect how much you get back.

This type of scenario occurred for an investment using a suitable proxy.

Favourable scenario: this type of scenario occurred for an investment between 29/02/2016 and 26/02/2021.

Moderate scenario: this type of scenario occurred for an investment between 30/04/2015 and 30/04/2020

Unfavourable scenario: this type of scenario occurred for an investment between 31/12/2021 and 16/11/2023 .

What happens if Amundi Asset Management is unable to pay out?

A separate pool of assets is invested and maintained for each Sub-Fund of Amundi Alternative Funds PLC. The assets and liabilities of the Sub-Fund are segregated from those of other sub-funds as well as from those of the Management Company, and there is no cross-liability among any of them. The Sub-Fund would not be liable if the Management Company or any delegated service provider were to fail or default.

What are the costs?

The person advising on or selling you this product may charge you other costs. If so, this person will provide you with information about these costs and how they affect your investment.

The tables show the amounts that are taken from your investment to cover different types of costs. These amounts depend on how much you invest, and how long you hold the product and how well the product does. The amounts shown here are illustrations based on an example investment amount and different possible investment periods.

We have assumed:

- In the first year you would get back the amount that you invested (0 % annual return). For the other holding periods we have assumed the product performs as shown in the moderate scenario.
- USD 10,000 is invested.

COSTS OVER TIME

Investment USD 10,000		
Scenarios	If you exit after	
	1 year	5 years*
Total Costs	\$1,086	\$2,700
Annual Cost Impact**	11.0%	4.9%

* Recommended holding period.

** This illustrates how costs reduce your return each year over the holding period. For example it shows that if you exit at the recommended holding period your average return per year is projected to be 6.38% before costs and 1.44% after costs.

These figures include the maximum distribution fee that the person selling you the product may charge (5.00% of amount invested / 500 USD). This person will inform you of the actual distribution fee.

If you are invested in this product as part of an insurance contract, the costs shown do not include additional costs that you could potentially bear.

COMPOSITION OF COSTS

One-off costs upon entry or exit		If you exit after 1 year
Entry costs	This includes distribution costs of 5.00% of amount invested. This is the most you will be charged. The person selling you the product will inform you of the actual charge.	Up to 500 USD
Exit costs	A maximum of 3.00% of your investment before it is paid out to you can be charged. The person selling you the product will inform you of the actual charge.	285 USD
Ongoing costs taken each year		
Management fees and other administrative or operating costs	1.52% of the value of your investment per year. This percentage is based on actual costs over the last year.	144.40 USD
Transaction costs	0.67% of the value of your investment per year. This is an estimate of the cost of buying and selling the underlying investments for the product. The actual amount depends on how much we buy and sell.	63.31 USD
Incidental costs taken under specific conditions		
Performance fees	20.00% annual outperformance of the reference asset . The calculation applies on each Net Asset Value calculation date in accordance with the terms described in the prospectus. Past underperformances over the last 5 years should be clawed back before any new accrual of performance fee. The actual amount will vary depending on how well your investment performs. The aggregated cost estimation above includes the average over the last 5 years. The performance fee is paid even if the performance of the share over the performance observation period is negative, while remaining higher than the performance of the Reference Asset.	93.10 USD

How long should I hold it and can I take money out early?

Recommended holding period: 5 years is based on our assessment of the risk and reward characteristics and costs of the Sub-Fund.

This product is designed for long-term investment; you should be prepared to stay invested for at least 5 years. You can redeem your investment at any time, or hold the investment longer.

Order schedule: Orders to redeem shares must be received before 10:00 AM Ireland time on the Valuation Day. Please refer to the Amundi Alternative Funds PLC Prospectus for further details regarding redemptions.

How can I complain?

If you have any complaints, you may:

- Mail Amundi Asset Management at 91-93 boulevard Pasteur, 75015 Paris, France
- E-mail to complaints@amundi.com

In the case of a complaint you must clearly indicate your contact details (name, address, phone number or email address) and provide a brief explanation of your complaint. More information is available on our website www.amundi.fr.

If you have a complaint about the person that advised you about this product, or who sold it to you, they will tell you where to complain.

Other Relevant Information

You may find the prospectus, statutes, key investor documents, notices to investors, financial reports, and further information documents relating to the Sub-Fund including various published policies of the Sub-Fund on our website www.amundi.fr. You may also request a copy of such documents at the registered office of the Management Company.

Past performance: You can download the past performance of the Sub-Fund over the last 10 years at www.amundi.fr.

Performance scenarios: You can find previous performance scenarios updated on a monthly basis at www.amundi.fr.

Amundi Sandler US Equity Fund - Class I USD

FACTSHEET

Marketing
Communication

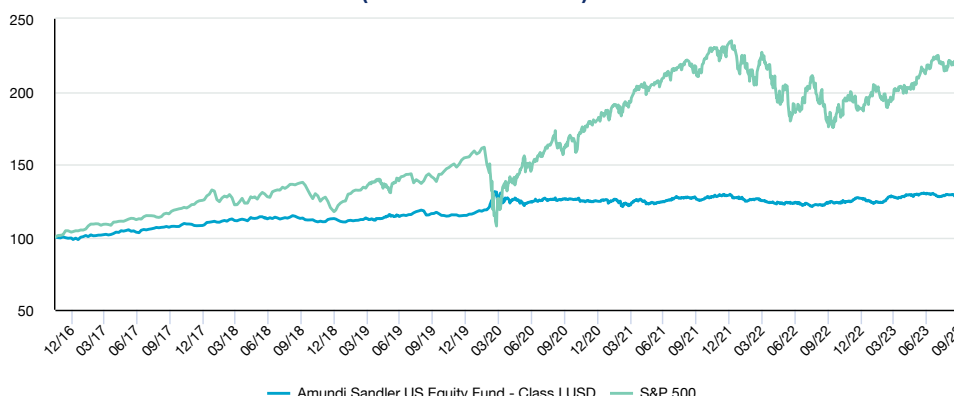
30/09/2023

ALTERNATIVE ■

INVESTMENT OBJECTIVE

The Trading Strategy's investment objective is to achieve capital appreciation across shifting economic and market environments, through both long and short positions in equities which are mainly but not exclusively listed on North American Recognized Markets. The short exposures will be achieved only through the use of FDI.

PERFORMANCE SINCE INCEPTION (Source : Fund Admin)



PERFORMANCE ANALYSIS (Source : Fund Admin) *



* These indicators are based upon weekly returns calculation

HISTORICAL MONTHLY RETURNS* (Source : Fund Admin)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	-	-	-	-	-	-	-	-	-	-	-0.60%	-0.04%	-0.65%
2017	0.92%	0.59%	0.74%	0.78%	2.03%	-1.09%	1.52%	1.39%	0.34%	1.58%	0.31%	-0.76%	8.63%
2018	2.68%	0.50%	-0.03%	0.48%	1.06%	-0.52%	-0.10%	1.19%	-0.78%	-0.83%	-1.23%	1.98%	4.40%
2019	-2.09%	1.01%	1.53%	-0.38%	2.47%	-1.16%	1.15%	2.62%	-2.05%	-1.10%	0.36%	-0.32%	1.93%
2020	2.17%	1.17%	7.47%	-2.77%	0.70%	-0.50%	1.64%	-0.09%	0.05%	-0.26%	-0.59%	-0.54%	8.43%
2021	-0.74%	0.29%	-1.13%	1.86%	-0.76%	0.37%	2.06%	-0.02%	-0.73%	1.52%	0.58%	0.62%	3.92%
2022	-1.91%	-1.10%	-0.45%	-0.78%	-1.20%	1.16%	-0.54%	-0.97%	1.51%	-0.48%	0.88%	1.70%	-2.24%
2023	-2.37%	0.18%	2.98%	0.15%	1.22%	0.73%	-1.77%	0.90%	-0.43%	-	-	-	1.49%

*Since inception : 15/11/2016

IMPORTANT NOTE

Official NAV is calculated every day, subject to holidays & certain extraordinary events. Performance based on the Fund's last official NAV, and the Index level as of the same day. The Fund complies with the UCITS Directive and has been approved by the Bank of Ireland on September 12th, 2016. Please refer to the prospectus for a full disclosure of fund characteristics.

(1) Under normal market conditions, Amundi intends to offer the LIQUIDITY mentioned above. However, the LIQUIDITY is not guaranteed and there are circumstances under which such LIQUIDITY may not be possible. Please refer to the Fund's legal documentation for complete terms and conditions.

(2) For any additional information regarding fees, please refer to the relevant fees section of the Fund's Prospectus.

(3) The Fund is subject to an Administrative Expenses Fee at a rate of up to 0.25% of the Net Asset Value of each Class of the Fund per annum

Prospective investors should consult with their independent financial advisor with respect to their specific investment objectives, financial situation or particular needs to determine the suitability of investment. There can be no assurance that the investment objective of the Fund will be achieved and investment results may vary substantially over time. Investments in the Fund places an investor's capital at risk. The price and value of investments may fluctuate and investors may lose all or a substantial portion of their investment. Past performance is not indicative of future results.

PAST PERFORMANCE IS NOT A RELIABLE INDICATOR OF FUTURE RESULTS

Source : Amundi Asset Management

FUND FACTS

Legal Structure	Investment company with variable capital
Inception Date of the Fund	15/11/2016
Inception Date of the Class	15/11/2016
Share Class Currency	USD
Available Currency Classes	EUR, GBP, USD
ISIN Code	IE00BD8GKV14
Bloomberg Code	LYSDUIU ID
Investment Manager	Amundi Asset Management
Sub-Investment Manager	Sandler Capital Management
Administrator	SS&C FINANCIAL SERVICES LLC
Liquidity ⁽¹⁾	Daily
Subscription/Redemption Notice	On D day 10:00 AM (Dublin time)
Valuation Day	Daily
Total Fund Assets	896.45 (million USD)
Management Fee max. ⁽²⁾	1.40%
Class Performance Fee ⁽²⁾	Yes 20 % subject to high watermark
Administration Fee max. ^{(2) (3)}	0.25%
Long Exposure*	42.85%
Short Exposure	38.28%
Net Exposure (long - short)	4.56%
Gross Exposure (long + short)	81.13%

RISK ANALYSIS (Source : Fund Admin)

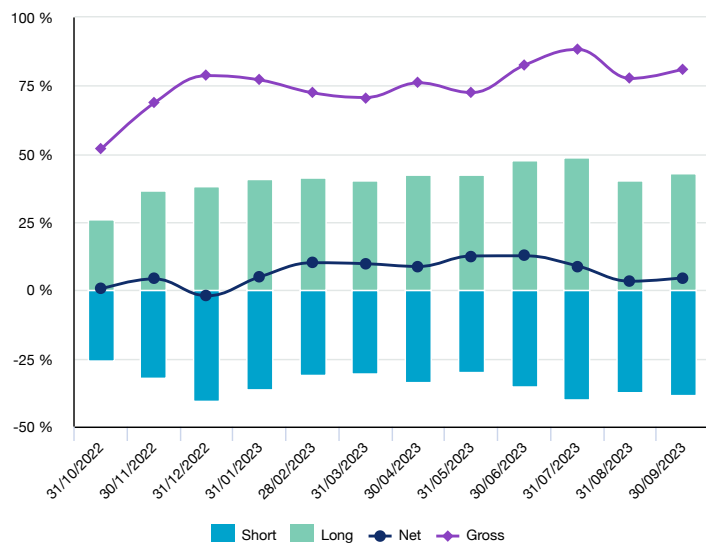
	Since inception
Volatility (PTF)	5.68%
Volatility (Index)*	17.23%
Sharpe ratio (PTF)	0.35
Sharpe ratio (Index)*	0.56
Maximum drawdown (PTF)	-7.93%
Maximum drawdown (Index)*	-33.83%

*100.0% S&P 500

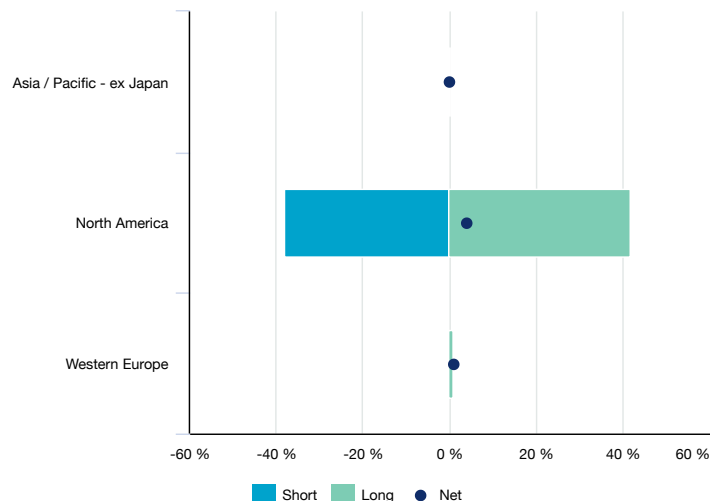
Official Fund NAV is calculated on a daily basis, subject to holidays & certain extraordinary events. Performance is based on the Fund's last official NAV, and the Index level as of the same day. These indicators are based upon weekly returns calculation.

ALTERNATIVE

MONTHLY STRATEGY EXPOSURE FOR LAST 12 MONTHS

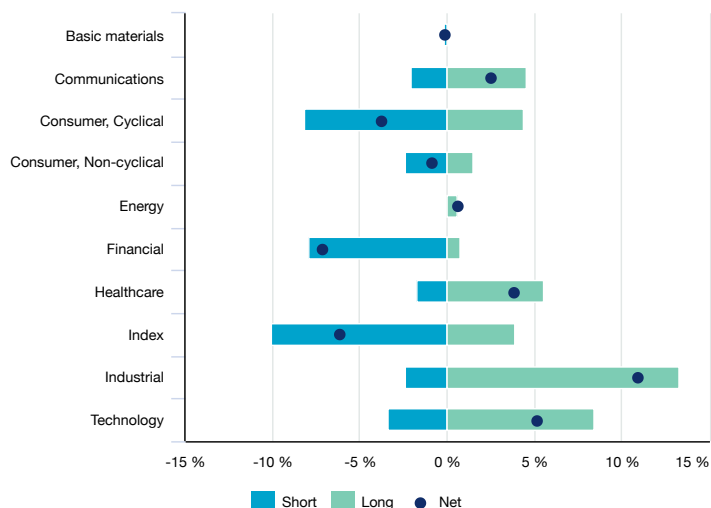


GEOGRAPHICAL BREAKDOWN

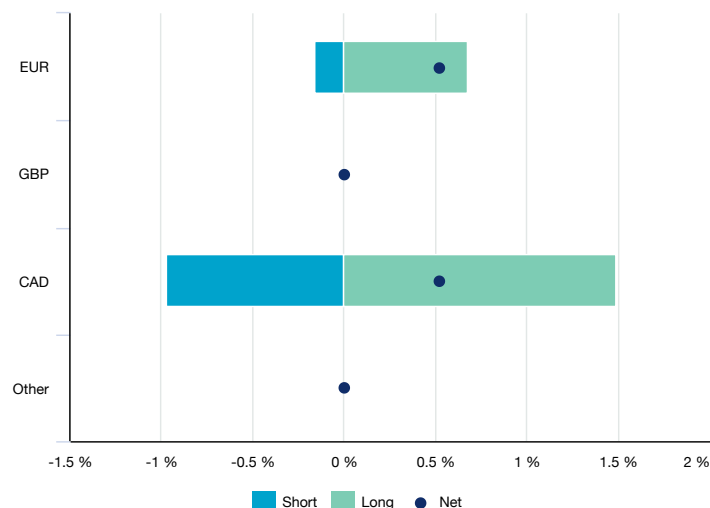


The geographic classification of a security depends on the location of the issuer's main business activity. Treasury securities are categorized according to the issuing country.

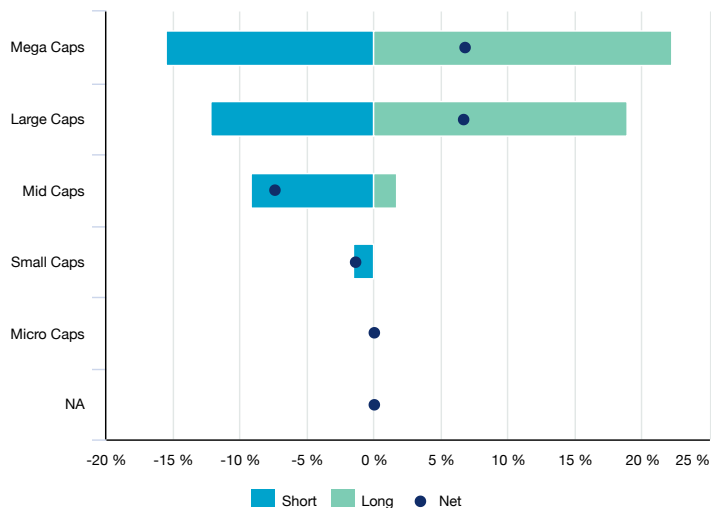
SECTOR ALLOCATION



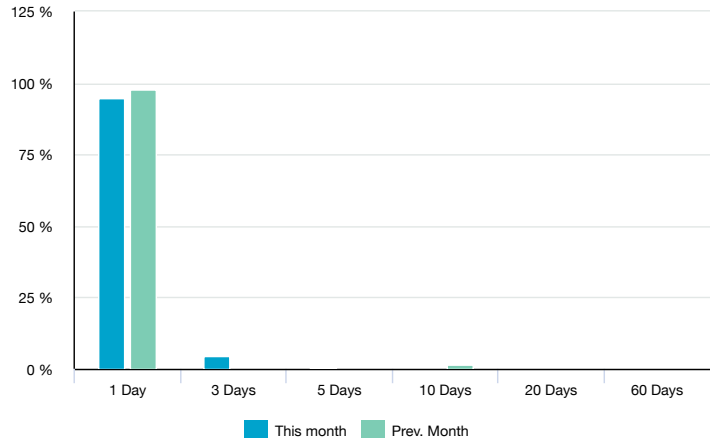
CURRENCY FX RISK



CAPITALISATION BREAKDOWN



EQUITY LIQUIDATION SCENARIO



The percentage of the equity asset that can be liquidated in the designated number of business days, assuming the sub investment manager is limited to selling no more than 25% of the average daily trading volume over last 60 business days. Average daily trading volume data is sourced from Bloomberg. For any security for which average trading volume was not available, it was assumed that the position could not be liquidated in one month.

ALTERNATIVE ■

MONTHLY COMMENTARY (Source: Amundi)

The Fund was down -0.43% in September. During the month, long positions detracted 2.3% from performance while short positions added 1.6%, on a gross basis. At the sector level, positions in Financials added most to performance during the month (36 bps), followed by positions in Consumer Staples (15 bps) and Tactical Market Indices (13 bps). Positions in Consumer Discretionary detracted most from performance during the month (40 bps), followed by positions in Healthcare (31 bps), Information Technology (31 bps), Industrials (20 bps) and Materials (15 bps). The Fund's delta-adjusted exposure averaged approximately 2% net long and 79% gross during the month. On a beta-adjusted basis, the Fund's exposure averaged approximately 8% net short and 101% gross. The Fund ended the month with delta-adjusted exposure of 4% net long and 81% gross.

We increased gross exposure by a few points during the month while net exposure started and ended the month essentially unchanged on a delta-adjusted basis (but declined by 5 points on a beta-adjusted basis). At the sector level, we increased net exposure to IT by 2 points during the month, while reducing net exposure to Healthcare and Consumer Discretionary by about 1.5 points each. Changes to all other sector net exposures were less than a point. September seemed to be more about rate accession concerns on valuation and less about what it could do to the economy, at least in terms of relative performance among stocks. However, since there has been more focus on what rising rates mean for businesses and the economy and this has shown up in relative performance so far in October. We used September to shift further away on the long side from businesses who rely on financing and added to shorts whose businesses rely on credit financing.

MAIN RISKS

Risk of losses : The price of Shares can go up as well as down and investors may not realise their initial investment. The investments and the positions held by the Fund are subject to (i) fluctuations in the Strategy (ii) market fluctuations, (iii) reliability of counterparties and (iv) operational efficiency in the actual implementation of the investment policy adopted by the Fund in order to realise such investments or take such positions.

Consequently, the investments of the Fund are subject to, inter alia, the risk of declines in the Strategy (which may be abrupt and severe), market risks, credit exposure risks and operational risks. At any time, the occurrence of any such risks is likely to generate a significant depreciation in the value of the Shares. Due to the risks embedded in the investment objective adopted by the Fund, the value of the Shares may decrease substantially and even fall to zero, at any time.

Counterparty risk : the Fund is exposed to the risk that any credit institution with which it has concluded an agreement or a transaction could become insolvent or otherwise default. If such an event occurs, you could lose a significant part of your investment.

Credit risk : the Fund is exposed to the risk that the credit quality of any direct or indirect debtor of the Fund (be it a state, a financial institution or a corporate) deteriorates or that any such entity defaults. This could cause the net asset value of the Fund to decline.

Operational risk and asset custody risk : in the event of an operational failure within the management company, or one of its representatives, investors could experience delays or other disruptions.

Liquidity risk : in certain circumstances, financial instruments held by the Fund or to which the value of the Fund is linked could suffer a temporary lack of liquidity. This could cause the Fund to lose value, and/or to temporarily suspend the publication of its net asset value and/or to refuse subscription and redemption requests.

Risk of using FDI : the Fund invests in financial derivative instruments in order to reach its investment objective. These instruments may include a range of risks which could lead to their adjustment or result in their early termination. This could lead to the loss of a part of your investment.

Capital at risk : the initial capital invested is not guaranteed. As a consequence, investor's capital is at risk and the amount originally invested may not be recovered.

ALTERNATIVE ■

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ALTERNATIVE ■

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The Fund is notified as a restricted scheme under Section 305 of the Securities and Futures Act 2001 of Singapore, as amended or modified from time to time ("SFA") and the Sixth Schedule to the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005. The Fund has not been authorised or recognised by the Monetary Authority of Singapore ("MAS"), and the shares/units in the Fund (the "Shares") are not allowed to be offered to the retail public. Moreover, the Information Memorandum is not a prospectus as defined in the SFA, and statutory liability under the SFA in relation to the content of prospectuses would not apply. The Information Memorandum has not been and will not be registered as a prospectus with the MAS. Accordingly, the Information Memorandum, this document and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Shares may not be circulated or distributed, nor may the Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public, any member of the public or any person in Singapore, other than under an exemption provided in the SFA for offers made (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 304 of the SFA, (b) to a relevant person (as defined in Section 305(5) of the SFA), or any person pursuant to an offer referred to in Section 305(2) of the SFA, and in accordance with the conditions specified in Section 305 of the SFA, or (c) otherwise pursuant to, and in accordance with, the conditions of any other applicable provision of the SFA.

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This publication has not been reviewed by the MAS.

IMPORTANT INFORMATION FOR INVESTORS

Regarding the benchmark index mentioned in this document: Parties entering into transactions (such as a derivative or financing transaction) or investing in financial instruments that use a benchmark index are exposed to the risk that :

(1) such benchmark index may be subject to methodological or other changes which could affect the value of the relevant transaction;

or

(2) (i) may become not compliant with applicable laws and regulations (such as the European Benchmark Regulation), (ii) may cease to be published, or (iii) the supervisor or administrator of any such benchmark may make a statement that the relevant benchmark is no longer representative, and as a consequence the relevant benchmark may be replaced by another benchmark which may have an adverse and material impact on the economics of the relevant transactions. You should conduct your own independent investigation and analysis of the potential consequences of any relevant risks such as those mentioned above, particularly in light of the ongoing industry initiatives related to the development of alternative reference rates and the update of the relevant market standard documentation.

The Directors of the Company whose names appear in the “*Management and Administration*” section 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 importance of such information. The Directors accept responsibility accordingly.

AMUNDI ALTERNATIVE FUNDS PLC

(An investment company with variable capital constituted as an umbrella fund with segregated liability between sub-funds under the laws of Ireland and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertaking for Collective Investment in Transferable Securities) Regulations 2011)

PROSPECTUS

29 SEPTEMBER 2023

The Company has been authorised by the Central Bank as an Undertaking for Collective Investment in Transferable Securities under the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended). The authorisation of the Company by the Central Bank shall not constitute a warranty as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company nor is the Central Bank responsible for the contents of this Prospectus. Such authorisation does not constitute an endorsement or guarantee of the Company by the Central Bank.

IMPORTANT INFORMATION

THIS PROSPECTUS

This Prospectus describes Amundi Alternative Funds plc (the “**Company**”), an investment company with variable capital incorporated in Ireland as a public limited company. The Company is a UCITS constituted as an umbrella fund insofar as the share capital of the Company (“Shares”) will be divided into different series of shares each representing a separate investment portfolio of assets (each a “**Sub-Fund**”). In accordance with the requirements of the Central Bank, each Sub-Fund may be further sub-divided into different Classes to accommodate different dividend and/or charges and/or fee arrangements (including different total expense ratios) and/or currencies and/or investments in FDI in accordance with the requirements of the Central Bank. Investors or potential investors in a Sub-Fund should refer to the Relevant Supplement for further information on the division (if any) of the relevant Sub-Fund into different Classes for such purposes.

The Sub-Funds may have different investment objectives and invest in different types of investment instruments. Each Sub-Fund will be invested in accordance with the investment objectives and policies applicable to such Sub-Fund as specified in the Relevant Supplement. Each Sub-Fund will bear its own liabilities and none of the Company, any of the service providers appointed to the Company, the Directors, any receiver, examiner or liquidator, or any other person will have access to the assets of a Sub-Fund in satisfaction of a liability of any other Sub-Fund. Investors should refer to the paragraph headed “*Umbrella Structure of the Company*” in the “*Investment Risks*” section for further details.

RELIANCE ON THIS PROSPECTUS

Shares are offered only on the basis of the information contained in this Prospectus, the Relevant Supplement and the latest audited annual accounts and any subsequent half-yearly report of the Company. Any further information or representations given or made by any dealer, broker or other person should be disregarded and, accordingly, should not be relied upon. No person has been authorised to give any information or to make any representation in connection with the offering of Shares other than those contained in this Prospectus, the Relevant Supplement and in any subsequent half-yearly or annual report for the Company and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Directors or the Manager. Statements in this Prospectus are in accordance with the law and practice in force in Ireland at the date hereof which are subject to change. Neither the delivery of this Prospectus nor the issue of Shares shall, under any circumstances, create any implication or constitute any representation that the affairs of the Company have not changed since the date hereof.

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

INVESTOR RESPONSIBILITY

Prospective investors should review this Prospectus carefully and in its entirety and consult with their legal, tax and financial advisers for independent advice in relation to: (a) the legal requirements within their own countries for the purchase, holding, exchanging, redeeming or disposing of Shares; (b) any foreign exchange restrictions to which they are subject in their own countries in relation to the purchase, holding, exchanging, redeeming or disposing of Shares; (c) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, exchanging, redeeming or disposing of Shares; (d) the provisions of this Prospectus and the Relevant Supplement; and (e) the suitability of an investment in the Company for them.

DISTRIBUTION AND SELLING RESTRICTIONS

The distribution of this Prospectus and the offering or purchase of Shares may be restricted in certain jurisdictions. This Prospectus does not constitute and may not be treated as an offer or solicitation by or to anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for Shares pursuant to this Prospectus to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdiction.

The Shares have not been registered under the U.S. Securities Act of 1933, as amended (the “1933 Act”), or any U.S. state securities laws, and neither the Company nor the Sub-Funds have been registered under the U.S. Investment Company Act of 1940, as amended. Except as otherwise described herein and pursuant to an exemption from registration the Shares may not be offered, sold or delivered directly or indirectly, in the U.S. or its territories or possessions or to or for the benefit of any U.S. Person. The Shares may not be purchased or held directly or indirectly by or for the benefit of U.S. Persons, except with the prior permission of the Company in its discretion. For this purpose, a U.S. Person has the meaning set forth in the “Definitions” section of the Prospectus. Shares will be offered and sold only to such persons as may be authorised by the Directors. The Company reserves the right, subject to applicable regulation, to make a private placement of Shares to a limited number or category of U.S. Persons.

STOCK EXCHANGE LISTING

An application may be made to Euronext Dublin for Shares of any series or Class within a series to be admitted to its Official List and to trading on its Main Securities Market. Investors should refer to the Relevant Supplement. Neither the admission of the Shares to the Official List and to trading on its Main Securities Market nor the approval of the listing particulars pursuant to the listing requirements of Euronext Dublin shall constitute a warranty or representation by Euronext Dublin as to the competence of service providers to or any other party connected with the Company and/or its Sub-Fund(s), the adequacy of information contained in the listing particulars or the suitability of the Company and/or its Sub-Fund(s) for investment purposes.

USE OF FINANCIAL DERIVATIVE INSTRUMENTS

The Company is allowed to use financial derivative instruments (“**FDI**”) and most Sub-Funds will use FDI as part of their investment policy. While the prudent use of FDI’s can be beneficial, FDI’s also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. A detailed description of the risks relating to the use of FDI’s may be found under the heading “Use of Financial Derivative Instruments” of the Investment Restrictions Section. The Supplement relating to each Sub-Fund will give more precise information on FDI’s, if any, used by the Sub-Fund other than for hedging purposes.

RISKS

There can be no assurance that the Company will achieve its investment objectives in respect of any Sub-Fund. An investment in the Company involves investment risks including those set out under in the “Investment Risks” section and as may be set out in the Relevant Supplements. The risk profile of investors in a particular Sub-Fund will be specified in the Relevant Supplement.

Taking account of the fact that there may be charges upon subscription and/or redemption (the maximum redemption charge being 3% of the Net Asset Value per Share), investors should note that the difference between the subscription price and the redemption price at any time, together with the investment objective and policies of a Sub-Fund, means that any investment in any Sub-Fund should be viewed as a medium to long-term investment. Shares may however be redeemed on each Valuation Day.

The price of the Shares of any Sub-Fund can go down as well as up and, unless expressly stated in the Relevant Supplement, their value is not guaranteed. Shareholders may not receive back the amount that they originally invested in any Class or any amount at all.

SUPPLEMENTS

Prospective investors are advised to review the Relevant Supplement for important additional information concerning the Sub-Fund in which they intend to invest or in which they have invested.

DATA PRIVACY

The Company will control and protect personal data in accordance with the requirements of Regulation (EU) 2016/679, the General Data Protection Regulation or “GDPR”, as described in greater detail in the data privacy statement adopted by the Company and the Manager. A copy of this data privacy statement will be made available via the website <https://about.amundi.com/Metanav-Footer/Footer/Quick-Links/Legal-documentation>.

DISCLOSURE REGULATION (“SFDR”)

On 18 December 2019, the European Council and European Parliament announced that they had reached a political agreement on the Disclosure Regulation, thereby seeking to establish a pan-European framework to facilitate Sustainable Investment. The Disclosure Regulation provides for a harmonised approach in respect of sustainability-related disclosures to investors within the European Economic Area's financial services sector.

The scope of the Disclosure Regulation is extremely broad, covering a very wide range of financial products (e.g. UCITS funds, alternative investment funds, pension schemes etc.) and financial market participants (e.g. E.U. authorised investment managers and advisers). It seeks to achieve more transparency regarding how financial market participants integrate Sustainability Risks into their investment decisions and consider adverse sustainability impacts in the investment process. Its objectives are to (i) strengthen protection for investors of financial products, (ii) improve the disclosures made available to investors by financial market participants and (iii) improve the disclosures made available to investors regarding the financial products, to, amongst other things, enable investors make informed investment decisions.

For the purposes of the Disclosure Regulation, the Manager meets the criteria of a “financial market participant”, whilst the Company and each Sub-Fund of the Company qualifies as a “financial product”.

Principal Adverse Impacts (“**PAI**”) are negative, material, or likely to be material effects on Sustainability Factors that are caused, compounded by or directly linked to investment decisions by the issuer. Annex 1 of Commission Delegated Regulation (EU) 2022/1288 lists the indicators of the PAI. PAIs may be considered via a combination of approaches: exclusions, ESG rating integrating, engagement, vote, controversies monitoring. Further information can be found in the relevant Supplement and / or in a sustainability annex appended to such Supplement, as the case may be.

Sustainability Risks

Pursuant to SFDR, the Manager is required to disclose the manner in which Sustainability Risks are integrated into its investment decisions and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Sub-Funds.

The impacts following the occurrence of a Sustainability Risk may be numerous and vary according to another specific risk, a region and/or an asset class. Generally, when Sustainability Risks occur for an asset, there will be a negative impact and potentially a total loss of its value and, therefore, a negative impact on the Net Asset Value of the relevant Sub-Fund.

The assessment of the likely impact of Sustainability Risks on the returns of a Sub-Fund must, therefore, be conducted at the level of each Sub-Fund. For further details and specific information on this, please see the Relevant Supplement.

Sustainability Risks can either represent a risk on their own or have an impact on other risks and may contribute significantly to such risks, such as (but not limited to) market risks, operational risks, liquidity risks or counterparty risks. Sustainability Risks may have an impact on long-term risk adjusted returns

for investors. Assessment of Sustainability Risks is complex and may be based on ESG data which is difficult to obtain, incomplete, estimated, out of date and/or otherwise materially inaccurate. Even when identified, there can be no guarantee that such data will be correctly assessed.

Sustainability Risk is linked to, but not limited to, climate-related events resulting from climate change (i.e. physical risks) or to the society's response to climate change (i.e. transition risks), which may result in unanticipated losses that could affect the relevant Sub-Fund's investments and financial condition. Social events (e.g. inequality, social cohesion, social integration, labour relations, investment in human capital, accident prevention, changing customer behaviour, etc.) or governance shortcomings (e.g. recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into Sustainability Risks.

By implementing an exclusion policy in relation to issuers whose environmental and/or social and/or governance practices are controversial on certain strategies, the Manager aims to mitigate against Sustainability Risks. In addition, when a Sub-Fund follows an extra-financial approach, through the implementation of an ESG-focused investment process including, but not limited to, selection, thematic or impact, it is intended that Sustainability Risks will be further mitigated. In both cases, investors should note that no assurance can be given that Sustainability Risks will be totally removed. Further information on the integration of Sustainability Risks into investment decisions can be found on the Manager's website: <https://about.amundi.com/Metanav-Footer/Footer/Quick-Links/Legal-documentation>.

TAXONOMY REGULATION

The Taxonomy Regulation aims to identify economic activities which qualify as environmentally sustainable. Article 9 of the Taxonomy Regulation identifies such activities according to their contribution to six environmental objectives: (i) Climate change mitigation; (ii) Climate change adaptation; (iii) Sustainable use and protection of water and marine resources; (iv) Transition to a circular economy; (v) Pollution prevention and control; (vi) Protection and restoration of biodiversity and ecosystems.

An economic activity shall qualify as environmentally sustainable where that economic activity contributes substantially to one or more of the six environmental objectives, does not significantly harm any of the other five environmental objectives ("do no significant harm" or "DNSH" principle), is carried out in compliance with the minimum safeguards laid down in Article 18 of the Taxonomy Regulation and complies with technical screening criteria that have been established by the European Commission in accordance with the Taxonomy Regulation.

The "do no significant harm" principle applies only to those investments underlying the relevant Sub-Funds that take into account the European Union criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

Any Sub-Funds identified as Article 8 or Article 9 SFDR in their respective Supplements may commit or may not commit to invest at the date of this Prospectus, in economic activities that contribute to the environmental objectives set out in Article 9 of the Taxonomy Regulation.

Commission Delegated Regulation (EU) 2022/1288 of 6 April 2022

On 6 April 2022, the European Commission published its Level 2 Regulatory Technical Standards ("RTS") under both the Disclosure Regulation and the Taxonomy Regulation. The RTS were accompanied by five annexes, which provide mandatory disclosure templates.

The RTS are a consolidated set of technical standards, which provide additional detail on the content, methodology and presentation of certain existing disclosure requirements under the Disclosure Regulation and the Taxonomy Regulation.

Commission Delegated Regulation (EU) 2022/1288, setting out the RTS was published on 25 July 2022 in the Official Journal of the EU (OJ). The RTS apply from 1 January 2023.

For further details on how a Sub-Fund complies with the requirements of the Disclosure Regulation, the Taxonomy Regulation and the RTS, please refer to the Supplement for that Sub-Fund and the annual financial statements of the Company.

DIRECTORY

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Directors:

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Mr. Bryan Tiernan
Mr. Vincent Dodd
Mr. Colm Callaly
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Mr. John O'Toole
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DEFINITIONS

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

Accumulating Classes	any Class in respect of which the Directors have determined to accumulate all net investment income and net realised capital gains attributable to such Classes and in respect of which it is not intended to declare dividends, as specified in the Relevant Supplement;
Administration Agreement	the administration agreement between the Company and the Administrator, dated 26 October 2016, as amended, restated or novated from time to time in accordance with the requirements of the Central Bank;
Administrator	SS&C Financial Services (Ireland) Limited or such other company in Ireland as may from time to time be appointed to provide administration, accounting and related support services to the Company in accordance with the requirements of the Central Bank;
Affiliated Entity	with respect to any entity, any other entity controlling, controlled by, or under common control with, such entity, as those terms are used under the United States Bank Holding Company Act of 1956;
Articles	the memorandum and articles of association of the Company for the time being in force and as may be modified from time to time;
Base Currency	shall have such meaning in respect of a Sub-Fund as shall be specified in the Relevant Supplement;
Business Day	with respect to each Sub-Fund, such day(s) as are specified in the Relevant Supplement;
Central Bank	the Central Bank of Ireland or any successor entity thereto;
Central Bank UCITS Regulations	the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019, as may be amended from time to time;
Class	a particular division of Shares in a Sub-Fund carrying such rights and obligations as may be determined by the Directors from time to time and specified in the Prospectus or the Relevant Supplement;
Class Currency	the currency in which the Shares of a Class are designated as disclosed in the Prospectus or the Relevant Supplement;
Company	Amundi Alternative Funds plc;
Crédit Agricole Group	Crédit Agricole S.A. and any of its subsidiaries, Affiliated Entities and/or associates;
Crédit Agricole S.A. or Crédit Agricole	a French bank, incorporated with limited liability under the laws of France, the registered office of which is at 12, place des Etats-Unis, 92127 Montrouge, France;
Dealing Deadline	such time as the Directors may agree and specify in the Relevant Supplement as being the time by which subscription applications and redemption requests in respect of a Sub-Fund must be received by in order to be accepted for a Valuation Day provided that such time will never be after the relevant Valuation Point;

Depository	CACEIS Bank, Ireland Branch or such other company in Ireland as may from time to time be appointed, with the prior approval of the Central Bank, as depository of all the assets of the Company;
Depository Agreement	the depository agreement between the Company and the Depository, dated 18 July 2017, as amended, restated or novated from time to time in accordance with the requirements of the Central Bank;
Directed Brokerage	brokerage services comprising (i) the selection of brokers and counterparties by the Manager or any sub-investment manager based on bi-yearly formal rating based on various factors, such as responsiveness, diligence, quality of execution, commercial relationship and middle office and back office feedback, (ii) post trade services of booking and settlement on operations, and (iii) compliance with regulatory reporting in relation to a Sub-Fund pursuant to which a commission or similar payment is paid or secured by the entity which issues instructions;
Directors	the directors of the Company for the time being including, as the case may be, the directors assembled as a board or committee of the board in accordance with the provisions of the Articles;
Disclosure Regulation or SFDR	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, as may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time;
Distributing Classes	each Class in respect of which the Directors have determined to declare dividends out of the net income and net realised and unrealised capital gains attributable to such Class in accordance with the Articles and the “ <i>Distribution Policy</i> ” section of this Prospectus and the Relevant Supplement;
Distributor	Amundi Asset Management or such other company as may from time to time be appointed to provide distribution services to the Company in accordance with the requirements of the Central Bank;
Dodd-Frank Act	United States Dodd-Frank Wall Street Reform and Consumer Protection Act;
Duties and Charges	in relation to any Sub-Fund, all stamp and other duties, taxes, governmental charges, brokerage, bank charges, foreign exchange spreads, interest, custodian or sub-custodian charges (relating to sales and purchases), transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of or purchase of additional interests in the assets of the relevant Sub-Fund or the creation, issue, sale, conversion or repurchase of Shares or the sale or purchase or partial termination of investments or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or in connection with or arising out of or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, which, for the avoidance of doubt, includes, when calculating subscription and redemption prices, any provision for spreads (to take into account the difference between the price at which assets were valued for the purpose of calculating the Net Asset Value and the estimated price at which such assets shall be bought as a result of a subscription and sold as a result of a redemption), but shall not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Shares in the relevant Sub-

	Fund;
Environmentally sustainable economic investment activities	<p>an investment in one or several economic activities that qualify as environmentally sustainable under the Taxonomy Regulation.</p> <p>For the purpose of establishing the degree to which an investment is environmentally sustainable, an economic activity shall qualify as environmentally sustainable where that economic activity contributes substantially to one or more of the environmental objectives set out in the TR, does not significantly harm any of the environmental objectives set out in the TR, is carried out in compliance with the minimum safeguards laid down in the TR and complies with the technical screening criteria that have been established by the European Commission in accordance with the TR;</p>
ESG	environmental, social or governance;
ESMA	European Securities and Markets Authority;
EU	the European Union;
€ or Euro	the single currency of the member states of the European Union that have adopted the Euro as its lawful currency under the legislation of the European Union for European Monetary Union;
Euro Shares	Shares of any Class denominated in Euro;
Euronext Dublin	the Irish Stock Exchange plc, trading as Euronext Dublin;
FDI	financial derivative instruments, as such term is used in the UCITS Regulations;
FATCA	the provisions commonly known as the Foreign Accounts Tax Compliance Act in the enactment of the United States of America known as Hiring Incentives to Restore Employment Act 2010;
Hedged Class	a Class which is denominated in a currency other than the relevant Base Currency and in respect of which the Manager (or its delegate) employs techniques and instruments with a view to hedging against fluctuations between the relevant Class Currency and such Base Currency;
Initial Offer Period	with respect to each Sub-Fund, the period specified in the Relevant Supplement, or such other time as the Directors may determine at their discretion and notify to the Central Bank and to subscribers;
Initial Offer Price	in respect of each Class, the price specified in the Relevant Supplement;
Investment Instruments	transferable securities and all other liquid financial assets in accordance with the UCITS Regulations, including FDIs used for investment or efficient portfolio management purposes.
Management Agreement	the management agreement dated 21 July 2011 pursuant to which the Manager has been appointed as manager to the Company, as may be amended, restated or novated from time to time in accordance with the requirements of the Central Bank;
Manager	Amundi Asset Management and/or such other person as may be appointed as manager to the Company from time to time in accordance with the requirements of the Central Bank;
Member State	a member state of the EU;

Minimum Initial Subscription	in respect of each Sub-Fund, the minimum initial subscription amount required for investment in a Class;
Minimum Holding	in respect of each Sub-Fund, the minimum holding required for investment in a Class;
Net Asset Value	the net asset value of a Sub-Fund calculated as described in the “ <i>Determination of Net Asset Value</i> ” section;
Net Asset Value per Share	in relation to any Sub-Fund, the Net Asset Value divided by the number of Shares in the relevant Sub-Fund in issue or deemed to be in issue in respect of that Sub-Fund on the relevant Valuation Day and, in relation to any Class, subject to such adjustments, if any, as may be required in relation to such Class;
OECD	the Organisation for Economic Co-Operation and Development;
OTC FDI	“over-the-counter” financial derivative instruments;
Prospectus	this document, any supplement or addendum designed to be read and construed together with and to form part of this document;
Recognised Rating Agency	Standard & Poor’s Ratings Group (“S&P”), Moody’s Investors Services (“Moody’s”), Fitch IBCA or an equivalent rating agency, as the Directors may from time to time determine;
Recognised Market	any recognised exchange or market listed or referred to in Annex I to this Prospectus and in such other markets as Directors may from time to time determine in accordance with the UCITS Regulations and specify in Annex I to this Prospectus;
Redemption Charge	the redemption charge, if any, levied by the Company in relation to the redemption from any Class of Shares in any Sub-Fund, details of which, if applicable, are set out in the Relevant Supplement;
Redemption Request Form	the form issued by the Company for use in requesting the redemption of Shares;
Reference Asset	a financial asset, index or investment technique, as more fully described in the Relevant Supplement;
Registrar and Transfer Agent	CACEIS Ireland Limited, or such other entity as may from time to time be appointed as registrar and transfer agent to the Company;
Registrar and Transfer Agency Agreement	the registrar and transfer agency agreement dated 14 December 2020 between the Company, the Manager and the Registrar and Transfer Agent, as may be amended, restated or novated from time to time in accordance with the requirements of the Central Bank;
Relevant Institution	(a) a credit institution authorised in the EEA (Member States, Norway, Iceland, Liechtenstein); (b) a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, the United Kingdom, the United States); or (c) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand;
Relevant Supplement	a supplement to this Prospectus issued in relation to a particular Sub-Fund or Sub-Funds, as may be amended from time to time;

Repo Contracts	repurchase agreements or reverse repurchase agreements;
Sales Charge or Subscription Charge	the sales charge, if any, levied by the Company in relation to the subscription for any Class of Shares in any Sub-Fund, details of which, if applicable, are set out in the Relevant Supplement;
Share or Shares	a participating share or, save as otherwise provided in this Prospectus, a fraction of a participating share in the capital of the Company (other than Subscriber Shares) entitling the holders to participate in the profits of the Company attributable to the relevant Sub-Fund, as described in this Prospectus;
Shareholder	a person registered in the register of members of the Company as a holder of Shares;
Société Générale S.A. or Société Générale	a French bank, incorporated with limited liability under the laws of France, the registered office of which is at 29, boulevard Haussmann, 75009 Paris, France;
Sterling or GBP	the lawful currency of the United Kingdom;
Sterling Shares	Shares of any Class denominated in Sterling;
Subscriber Shares	the initial issued share capital of two (2) shares of €1 each and initially designated as subscriber shares;
Subscriber Shareholder	a person registered in the register of members of the Company as a holder of Subscriber Shares;
Subscription Application Form	the application form issued by the Company for use in subscribing for Shares;
Sub-Fund	a separate portfolio of assets maintained by the Company in accordance with the Articles which is invested in accordance with a specific investment objective. The specifications of each Sub-Fund will be described in the Relevant Supplement;
Sustainable Investment	in accordance with Article 2(17) of the SFDR means (1) an investment in an economic activity that contributes to an environmental objective, as measured by key resource efficiency indicators on (i) the use of energy, (ii) renewable energy, (iii) raw materials, (iv) water and land, (v) on the production of waste, (vi) greenhouse gas emissions, or (vii) its impact on biodiversity and the circular economy, or (2) an investment in an economic activity that contributes to a social objective (in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations), or (3) an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance;
Sustainability Factors	for the purposes of art. 2.(24) of SFDR means environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters;
Sustainability Risk	in accordance with Article 2(22) of SFDR means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment of a Sub-Fund;

Taxonomy Regulation or TR	means regulation 2020/852 of the European Parliament and of the Council of 27th November 2019 on the establishment of a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088;
Swift	The Society for Worldwide Interbank Financial Telecommunication;
UCITS	an undertaking for collective investment in transferable securities within the meaning of the UCITS Regulations;
UCITS Regulations	the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 and all applicable Central Bank regulations or notices made or conditions imposed or derogations granted thereunder;
Unhedged Class	a Class which is denominated in a currency other than the relevant Base Currency and in respect of which the Manager (or its delegate) does not employ techniques and instruments to protect against fluctuations between the relevant Class Currency and such Base Currency;
US Dollar Shares	Shares of any Class denominated in US Dollars;
US Investment Advisers Act	US Investment Advisers Act of 1940, as amended;
US or United States	the United States of America, its territories and possessions including the States and the District of Columbia;
US\$ or US Dollars	the lawful currency of the United States of America;
U.S. Person	(A) A "U.S. Person" within the meaning of Regulation S under the Securities Act of 1933 of the United States, as amended; or (B) any person other than a "Non-United States person" as defined in CFTC Rule 4.7 (a) (1) (iv); or (C) a "U.S. Person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended;
Valuation Day	in relation to a Sub-Fund, such Business Day or Business Days as shall be specified in the Relevant Supplement for that Sub-Fund and determined by the Directors from time to time and provided that there shall be at least one Valuation Day every fortnight;
Valuation Point	<p>unless otherwise specified in a Relevant Supplement in respect of a Sub-Fund, with respect to:</p> <ul style="list-style-type: none"> (i) listed transferable securities and FDI, such time on a Valuation Day which reflects the close of business on the markets relevant to such assets and liabilities; (ii) collective investment schemes, the time of publication of the net asset value by the relevant collective investment scheme; and (iii) OTC FDI, unlisted transferable securities and portfolio management techniques, the close of business of the relevant Valuation Day; <p>or such other time as the Directors may determine from time to time and notify to Shareholders.</p> <p>For the avoidance of doubt, the time at which the Net Asset Value is determined will always be after the Dealing Deadline;</p>
Volcker Rule	Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (including as applicable the implementing regulations

issued thereunder).

1933 Act

the United States Securities Act of 1933 (as amended); and

1940 Act

the United States Investment Company Act of 1940 (as amended).

THE COMPANY

THE COMPANY

The Company is an investment company with variable capital incorporated in Ireland on 7 December 2010 under registration number 492331 and authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations. The object of the Company, as set out in Clause 2 of the Articles, is the collective investment of its funds in transferable securities and other liquid financial assets of capital raised from the public, operating on the principle of risk spreading in accordance with the UCITS Regulations.

Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Articles, copies of which are available as described in the “*Documents for Inspection*” section. The Company is promoted by Amundi Asset Management, details of which may be found under “*The Manager*” in the “*Management and Administration*” section below.

SHARE CAPITAL

The authorised share capital of the Company is 500,000,000,002 Shares of no par value divided into 2 Subscriber Shares of no par value and 500,000,000,000 Shares of no par value. The Directors are empowered to issue up to 500,000,000,000 Shares of no par value on such terms as they think fit.

The Subscriber Shares entitle the holders to attend and vote at general meetings of the Company but do not entitle the holders to participate in the profits or assets of the Company except for a return of capital on a winding-up. The Shares entitle the holders to attend and vote at general meetings of the Company and to participate equally (subject to any differences between fees, charges and expenses applicable to different Classes) in the profits and assets of the Sub-Fund to which the Shares relate.

The Company may from time to time by ordinary resolution increase its capital, consolidate the Shares or any of them into a smaller number of Shares, sub-divide the Shares or any of them into a larger number of Shares or cancel any Shares not taken or agreed to be taken by any person. The Company may by special resolution from time to time reduce its share capital in any way permitted by law.

UMBRELLA STRUCTURE

The Company has been structured as an umbrella fund with segregated liability between sub-funds in that the Directors may from time to time, with the prior approval of the Central Bank, establish separate Sub-Funds. As at the date of this Prospectus, the Sub-Funds of the Company are the Amundi Tiedemann Arbitrage Strategy Fund, the Amundi Sandler US Equity Fund and the Amundi WNT Diversified Fund. The assets of each Sub-Fund will be invested in accordance with the investment objective and policies applicable to such Sub-Fund as disclosed in the Relevant Supplement. Each Sub-Fund will bear its own liabilities and none of the Company, any of the service providers appointed to the Company, the Directors, any receiver, examiner or liquidator, nor will any other person have access to the assets of a Sub-Fund in satisfaction of a liability of any other Sub-Fund. Investors should refer to the paragraph headed “*Segregation of liabilities between Sub-Funds*” in the “*Investment Risks*” section for further details.

SUB-FUNDS

Under the Articles, the Directors are required to establish a separate Sub-Fund, with separate records, in the following manner:

- (a) the Company will keep separate books and records of account for each Sub-Fund. The proceeds from the issue of Shares issued in respect of a Sub-Fund will be applied to the Sub-Fund, and the assets and liabilities and income and expenditure attributable to that Sub-Fund will be applied to such Sub-Fund;
- (b) any asset derived from another asset in a Sub-Fund will be applied to the same Sub-Fund as the asset from which it was derived and any increase or diminution in value of such an asset will be applied to the relevant Sub-Fund;

- (c) in the case of any asset which the Directors do not consider as readily attributable to a particular Sub-Fund or Sub-Funds, the Directors have the discretion to determine, acting in a fair and equitable manner and with the consent of the Depositary, the basis upon which any such asset will be allocated between Sub-Funds and the Directors may at any time and from time to time vary such basis;
- (d) any liability will be allocated to the Sub-Fund or Sub-Funds to which in the opinion of the Directors it relates or if such liability is not readily attributable to any particular Sub-Fund the Directors will have discretion to determine, acting in a fair and equitable manner and with the consent of the Depositary, the basis upon which any liability will be allocated between Sub-Funds and the Directors may at any time and from time to time vary such basis;
- (e) the Directors may, with the consent of the Depositary, transfer any assets to and from a Sub-Fund or Sub-Funds if, as a result of a creditor proceeding against certain of the assets of the Company or otherwise, a liability would be borne in a different manner from that in which it would have been borne under paragraph (d) above or in any similar circumstances;
- (f) where the assets of the Company (if any) attributable to the Subscriber Shares give rise to any net profit, the Directors may allocate assets representing such net profits to such Sub-Fund or Sub-Funds as they may deem appropriate, acting in a fair and equitable manner; and
- (g) subject as otherwise provided in the Articles, the assets held for the account of each Sub-Fund shall be applied solely in respect of the Shares to which such Sub-Fund appertains and shall belong exclusively to the relevant Sub-Fund and shall not be used to discharge directly or indirectly the liabilities of or claims against any other Sub-Fund and shall not be available for any such purpose.

Full details of each Sub-Fund are contained in the Relevant Supplement.

CLASSES OF SHARE

Within a Sub-Fund the Directors may decide to issue one or more Classes, the assets of which will be commonly invested to accommodate different dividend and/or charges and/or fee arrangements (including different total expense ratios) and/or currencies and/or investments in FDI in accordance with the requirements of the Central Bank. Investors or potential investors in a Sub-Fund should refer to the Relevant Supplement for further information on the division (if any) of the relevant series into different Classes for such purposes.

The Company may, at any time, create additional Classes whose features may differ from the existing Classes and additional Sub-Funds whose investment objectives and policies may differ from those of the Sub-Funds then existing. Upon creation of new Sub-Funds or Classes, the Prospectus and/or Relevant Supplement will be updated and/or supplemented by a new Relevant Supplement.

Investors should note however that some Sub-Funds and/or Classes may not be available to all investors. The Company retains the right to offer only one or more Classes for purchase by certain investors in any particular jurisdiction according to objective criteria defined by the Directors in order to conform to local law, customs or business practice or for fiscal or any other reason. The Company may adopt standards applicable to Classes of investors or transactions that permit or require the purchase of a particular Class. Any such standards shall be specified in the Relevant Supplement. The creation of further Classes shall be effected in accordance with the requirements of the Central Bank.

For the avoidance of doubt, a separate pool of assets will not be maintained for each Class. However, the Company may establish Classes that provide for foreign exchange hedging and/or for different levels of participation, return and/or protection in accordance with the policies and requirements of the Central Bank from time to time.

Unless otherwise stated in the Relevant Supplement, the Sub-Funds will issue Shares in registered form and fractions of Shares will be issued up to four decimal places. Title to Shares is evidenced by entries in the Company's share register. Shareholders will receive confirmation notes of their shareholdings. In

principle, Share certificates are not issued, however, at the request of a Shareholder, the Directors may decide to issue Share certificates. The cost of issue will be borne by the Shareholder who has requested the certificate.

Shares may be admitted to Clearstream and/or Euroclear.

SHARE CLASS HEDGING

The Manager (or its delegate) may employ techniques and instruments to hedge against fluctuations between the Class Currency of a Hedged Class and the relevant Base Currency, with the goal of providing a similar return for the Hedged Class to that which would have been obtained for a Class denominated in the Base Currency. While the Manager (or its delegate) may attempt to hedge this currency risk, there can be no guarantee that they will be successful in doing so and over-hedged or under hedged positions may arise due to factors outside the control of the Company. In devising and implementing its hedging strategy the Manager (or its delegate) may hedge the foreign currency exposure of the Shares to the major currencies in which the assets of the relevant Sub-Fund are, or are expected to be, denominated but will limit hedging to the extent of this currency exposure and the Hedged Classes will not be leveraged as a result of the hedging, notwithstanding that the relevant Sub-Fund may be leveraged through the use of FDI for investment purposes pursuant to its investment policies. In this context, foreign exchange hedging will not be used for speculative purposes. The Manager (or its delegate) will seek to implement its hedging strategy by using techniques and instruments, including currency options, swaps and forward currency exchange contracts. Investors in the Hedged Classes should be aware that this strategy may substantially limit them from benefiting if the Class Currencies of the Hedged Classes fall against the Base Currency. In such circumstances, investors in the Hedged Classes may be exposed to fluctuations in the Net Asset Value per Share reflecting the gains or losses on, and the costs of, the relevant financial instruments.

As the foreign exchange hedging will be utilised solely for the purposes of the Hedged Classes, its cost and related liabilities and/or benefits will be for the account of the holders of the Hedged Classes only. Accordingly, such costs and related liabilities and/or benefits will be reflected in the Net Asset Value per Share of the Hedged Classes. Hedging transactions will be clearly attributable to a specific Hedged Class and the currency exposures of Hedged Classes denominated in different currencies may not be combined or offset. The currency exposures of the assets of a Sub-Fund may not be allocated to separate Hedged Classes. Where there is more than one Hedged Class in a Sub-Fund denominated in the same currency and it is intended to hedge the foreign currency exposure of such Hedged Classes against the Base Currency, the Manager (or its delegate) may aggregate the foreign exchange transactions entered into on behalf of such Classes and apportion the gains/loss on and the costs of the relevant financial instruments *pro rata* to each such Hedged Class in the Sub-Fund. While not the intention of the Manager (or its delegate), the value of hedging transactions may be up to but may not exceed 105% of the Net Asset Value attributable to the relevant Hedged Class, due to factors outside of the control of the Manager (or its delegate), and shall not be below 95% of the Net Asset Value attributable to the relevant Hedged Class. The Manager (or its delegate) will monitor hedging with the aim of ensuring that hedged positions do not exceed the 95% / 105% thresholds at any month-end. This review will incorporate a procedure to ensure that positions materially in excess of 100% of the Net Asset Value of the relevant Class and any under-hedged positions falling short of the level above will not be carried forward from month to month.

In respect of Unhedged Classes, a currency conversion may take place at prevailing market rates on the subscription for and redemption and exchange of Shares and in respect of any distributions made in respect of such Classes or distributions may be made in the Class Currency of the Unhedged Classes. The value of Shares in the Unhedged Classes which are denominated in a currency other than the Base Currency will be exposed to exchange risk in relation to the Base Currency.

Investors should refer to the paragraph under the heading “*Currency Risk*” in the “*Investment Risks*” section, for a description of the risks associated with hedging the foreign currency exposure of the Hedged Classes. Investors should also note that in addition to the share class hedging described above, the Sub-Funds may also be hedged at Sub-Fund level as described under “*Currency Transactions*” in the “*Investment Techniques*” section.

VOTING RIGHTS

The Subscriber Shareholders shall have one vote for each Subscriber Share held.

In relation to a resolution which in the opinion of the Directors gives or may give rise to a conflict of interest between the Shareholders of any Sub-Funds or Classes, such resolution shall be deemed to have been duly passed only if, rather than being passed through a single meeting of the Shareholders of such Sub-Funds or Classes, such resolution shall have been passed at a separate meeting of the Shareholders of each such Sub-Fund or Class.

The following rules relating to voting rights apply:

- (a) Fractions of Shares do not carry voting rights.
- (b) Every Shareholder or holder of non-participating shares present in person or by proxy who votes on a show of hands shall be entitled to one vote.
- (c) The chairman of a general meeting of a Sub-Fund or Class or any Shareholder of a Sub-Fund or Class present in person or by proxy at a meeting of a Sub-Fund or Class may demand a poll. The chairman of a general meeting of the Company or at least two members present in person or by proxy or any Shareholder or Shareholders present in person or by proxy representing at least one tenth of the Shares in issue having the right to vote at such meeting may demand a poll.
- (d) On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Share held by him and every holder of non-participating shares shall be entitled to one vote in respect of all non-participating shares held by him. A Shareholder entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way.
- (e) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- (f) Any person (whether a Shareholder or not) may be appointed to act as a proxy; a Shareholder may appoint more than one proxy to attend on the same occasion, provided however, where a Shareholder appoints more than one proxy he must specify which proxy shall be entitled to vote on a show of hands.
- (g) Any instrument appointing a proxy must be deposited at the registered office, not less than 48 hours before the meeting or at such other place or by such other means and by such time as is specified in the notice convening the meeting. The Directors may at the expense of the Company send by post or otherwise to the Shareholders instruments of proxy (with or without prepaid postage for their return) and may either leave blank the appointment of the proxy or nominate one or more of the Directors or any other person to act as proxy.
- (h) To be passed, ordinary resolutions of the Company or of the Shareholders of a particular Sub-Fund or Class will require a simple majority of the votes cast by the Shareholders voting in person or by proxy at the meeting at which the resolution is proposed. Special resolutions of the Company or of the Shareholders of a particular Sub-Fund or Class will require a majority of not less than 75% of the Shareholders present in person or by proxy and voting in general meeting in order to pass a special resolution including a resolution to amend the Articles.

INVESTMENT CONSIDERATIONS

INVESTMENT OBJECTIVE AND POLICIES

The Directors determine the investment objectives, strategies and the investment restrictions applicable to the Company and the Sub-Funds. The details of the investment objectives, strategies and policies of each Sub-Fund are set out in the Relevant Supplement.

Any change to the investment objectives and/or material investment policies of a Sub-Fund will only be made with the approval by ordinary resolution of Shareholders of that Sub-Fund at a general meeting and in the event of a change of investment objectives and/or a material change in policies a reasonable notification period will be provided by the Company to enable Shareholders to redeem their Shares prior to implementation of these changes.

Investors should refer to the “*Investment Risks*” section for information in relation to the risks associated with the use of FDI and the description of a Sub-Fund’s investment objectives and policies contained in the Relevant Supplement.

Sub-Funds linked to Reference Assets

The investment objective of these Sub-Funds will be to provide a return linked to the performance of one or more Reference Asset(s) such as, for example, a sufficiently diversified index, strategy, basket comprised of Investment Instruments, or other investment and the investment objective of these Sub-Funds may also incorporate a cash return. The details of any Reference Asset are outlined in the Relevant Supplement.

Sub-Funds linked to a Reference Asset need not invest directly in the components of the relevant Reference Asset. Instead, the Sub-Funds may invest in a portfolio of Investment Instruments including OTC FDI (subject to the restrictions laid down in the “*Investment Restrictions*” section), whereby the returns received on the Sub-Fund’s assets (minus all fees and expenses of the relevant Sub-Fund) will be swapped in exchange for returns linked to the Reference Asset. The return to investors in such Sub-Funds will therefore be dependent upon the performance of the Reference Asset and the Sub-Fund’s assets, including the performance of the OTC FDI.

Where a Sub-Fund invests directly in the relevant Reference Asset(s), the Sub-Fund will seek to ensure that the composition and weighting of the Sub-Fund’s assets reflect to the extent possible the composition and weighting of the Reference Asset(s). The Sub-Fund’s assets will be adjusted on a periodic basis to mirror any changes made in the Reference Asset(s). It cannot however be assured that the Sub-Fund’s assets will exactly track the Reference Asset(s) at all times.

Sub-Funds without a Reference Asset

The investment objective of these Sub-Funds will be to provide a return by investing directly into Investment Instruments in accordance with the specific investment objective and policies set out in the Relevant Supplements, subject to the UCITS Regulations and compliance with the investment restrictions as described in the “*Investment Restrictions*” section.

INVESTMENT RESTRICTIONS

The assets of each Sub-Fund will be invested in accordance with the investment restrictions contained in the UCITS Regulations, as summarised below, and such additional investment restrictions, if any, and as may be adopted by the Directors for any Sub-Fund and specified in the Relevant Supplement. References in this section to a "UCITS" investing are to the Company acting for the account of the relevant Sub-Fund.

1	Permitted Investments
	<p>Investments of a UCITS are confined to:</p> <p>1.1 Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.</p> <p>1.2 Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year of their issue.</p> <p>1.3 Money market instruments other than those dealt on a regulated market.</p> <p>1.4 Units of UCITS.</p> <p>1.5 Units of AIFs.</p> <p>1.6 Deposits with Relevant Institutions.</p> <p>1.7 Financial derivative instruments.</p>
2	Investment Restrictions
	<p>2.1 A UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.</p> <p>2.2 Recently Issued Transferable Securities Subject to paragraph (2) a responsible person shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations apply. Paragraph (1) does not apply to an investment by a responsible person in US Securities known as "Rule 144 A securities" provided that; (a) the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue; and (b) the securities are not illiquid securities i.e. they may be realised by the UCITS within 7 days at the price, or approximately at the price, which they are valued by the UCITS.</p> <p>2.3 A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.</p> <p>2.4 The limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a UCITS invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS. This restriction need not be included unless it is intended to avail of this provision and reference must be made to the fact that this requires the prior approval of the Central Bank.</p> <p>2.5 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market</p>

	instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
2.6	The transferable securities and money market instruments referred to in 2.4 and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
2.7	A UCITS shall not invest more than 20% of its assets in deposits made with the same body.
2.8	The risk exposure of a UCITS to a counterparty to an OTC derivative may not exceed 5% of net assets. This limit is raised to 10% in the case of a Relevant Institution.
2.9	Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets: <ul style="list-style-type: none"> - investments in transferable securities or money market instruments; - deposits, and/or - counterparty risk exposures arising from OTC derivatives transactions.
2.10	The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.
2.11	Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.
2.12	<p>A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.</p> <p>The individual issuers must be listed in the prospectus and may be drawn from the following list: OECD Governments (provided the relevant issues are investment grade), European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC.</p> <p>The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.</p>
3	Investment in Collective Investment Schemes ("CIS")
3.1	A UCITS may not invest more than 20% of net assets in any one CIS.
3.2	Investment in AIFs may not, in aggregate, exceed 30% of net assets.
3.3	The CIS are prohibited from investing more than 10% of net assets in other open-ended CIS.
3.4	When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.
3.5	Where by virtue of investment in the units of another investment fund, a responsible person, an investment manager or an investment advisor receives a commission on behalf of the UCITS

	(including a rebated commission), the responsible person shall ensure that the relevant commission is paid into the property of the UCITS.
4	Index Tracking UCITS
4.1	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the Central Bank UCITS Regulations and is recognised by the Central Bank.
4.2	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
5	General Provisions
5.1	An investment company, ICAV or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
5.2	<p>A UCITS may acquire no more than:</p> <ul style="list-style-type: none"> (i) 10% of the non-voting shares of any single issuing body; (ii) 10% of the debt securities of any single issuing body; (iii) 25% of the units of any single CIS; (iv) 10% of the money market instruments of any single issuing body. <p>NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.</p>
5.3	<p>5.1 and 5.2 shall not be applicable to:</p> <ul style="list-style-type: none"> (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities; (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State; (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members; (iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed. (v) Shares held by an investment company or investment companies or ICAV or ICAVs in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.
5.4	UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
5.5	The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
5.6	If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its

	unitholders.
5.7	Neither an investment company, ICAV nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of: <ul style="list-style-type: none"> - transferable securities; - money market instruments*; - units of investment funds; or - financial derivative instruments.
5.8	A UCITS may hold ancillary liquid assets.
6	Financial Derivative Instruments (“FDI”)
6.1	The UCITS global exposure (as prescribed in the Central Bank UCITS Regulations) relating to FDI must not exceed its total net asset value.
6.2	Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank UCITS Regulations/Guidance. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the Central Bank UCITS Regulations.)
6.3	UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that the counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
6.4	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

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

Notwithstanding the above, unless otherwise disclosed in the Relevant Supplement in respect of a Sub-Fund, a Sub-Fund may not invest more than 10% of its net assets in CIS in aggregate.

A Sub-Fund shall not acquire either precious metals or certificates representing them.

A Sub-Fund shall not (except as a permitted investment technique described in the “*Sub-Fund Investment Techniques*” section) make any loan of its assets provided that, for the purpose of this restriction, the holding of ancillary liquid assets such as deposits, and the acquisition of bonds, notes, commercial paper, certificates of deposit, bankers acceptances, and other debt securities or obligations permitted by the UCITS Regulations, and the acquisition of transferable securities, money market instruments or other financial instruments referred to in sub-paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.7 and 2.2 above that are not fully paid, shall not be deemed to constitute the making of a loan.

Without limitation, the Directors, in accordance with the requirements of the Central Bank, may adopt additional investment restrictions to facilitate the distribution of Shares to the public in a particular jurisdiction. In addition, the investment restrictions set out above may be changed from time to time by the Directors in accordance with a change in the applicable law and regulations in any jurisdiction in which Shares are currently offered, provided that the assets of the Sub-Fund, at all times, will be invested in accordance with the restrictions on investments set out in the UCITS Regulations. The Company will not amend such investment restrictions except in accordance with the requirements of the Central Bank.

If the limits laid down above are exceeded for reasons beyond the control of the Company, or as a result of the exercise of subscription rights, the Company must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of the Shareholders. The Administrator is not responsible for monitoring or reporting on the Company’s compliance with investment restrictions. In the event of a material breach of investment restrictions above, the Central Bank will be notified as soon as possible.

USE OF FINANCIAL DERIVATIVE INSTRUMENTS

Any Sub-Fund which proposes to invest in FDI as part of its investment policy or for efficient portfolio management purposes shall submit a risk management process to the Central Bank for review in advance of any such investment and the Relevant Supplement shall contain, in respect of such Sub-Fund, (a) a statement drawing attention to this policy; (b) confirmation whether the FDI will be used for investment or efficient portfolio management purposes; (c) the types of FDI in which it is intended to invest; and (d) an explanation of the expected effect of these transactions on the risk profile of the relevant Sub-Fund. In respect of any Sub-Fund which intends to invest principally in FDI, the Relevant Supplement will include a prominent statement to such effect.

To the extent that a Sub-Fund uses FDI for investment purposes or efficient portfolio management purposes, there may be a risk that the volatility of the relevant Sub-Fund's Net Asset Value may increase. However, although a Sub-Fund will be leveraged as a result of its use of FDI, the global exposure of a Sub-Fund through the use of FDIs will not exceed the Sub-Fund's Net Asset Value at any time.

A Sub-Fund employing an advanced risk management methodology will monitor its global exposure using a risk management process which, in compliance with the UCITS Regulations, aims to ensure that on any day the absolute Value-at-Risk of the Sub-Fund will be no greater than 20% of the Net Asset Value of that Sub-Fund over a period of 20 days or that the relative Value-at-Risk of the Sub-Fund will not exceed twice the Value-at-Risk of the relevant Reference Assets, as appropriate. The daily VaR will be calculated using 99% confidence level, and the historical observation period will not be less than one year unless a shorter period is justified.

The Value-at-Risk limits applicable to each Sub-Fund will be set out in the Relevant Supplement. Investors should refer to the Relevant Supplement for further information in respect of the classification of each Sub-Fund as a sophisticated or non-sophisticated UCITS and in relation to the risk management processes adopted for each Sub-Fund.

The Manager employs a risk management process in respect of the Company which enables it to accurately measure, monitor and manage the various risks associated with FDI and a statement of this risk management process has been submitted to and cleared by the Central Bank. In the event of any Sub-Fund proposing to use any types of FDI additional to those described above for efficient portfolio management purposes, the risk management process shall be amended to reflect this intention and such additional types of FDI shall also be disclosed and described in the Relevant Supplement. The Company will, on request, provide supplementary information to Shareholders relating to the Risk Management methods employed including the quantitative limits that are applied and any recent development in the risk and yield characteristics of the main categories of investment.

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

INVESTMENT TECHNIQUES

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

The Manager shall ensure that all revenues arising from efficient portfolio management techniques and instruments, net of direct and indirect costs, are returned to the relevant Sub-Fund.

USE OF FINANCIAL DERIVATIVE INSTRUMENTS

Each of the Sub-Funds may utilise FDI for efficient portfolio management purposes (i.e. the reduction of risks or costs to the Sub-Fund), including for hedging against market movements, currency exchange or interest rate risks, subject to the general restrictions outlined under “*Investment Restrictions*” in the “*Investment Objectives and Policies*” section. The Company may use various types of FDI for these purposes, including, without limitation, forwards, futures, options, swaps (including but not limited to total return swaps, credit default swaps, swaptions and interest rates swaps) and contracts for differences.

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

Sub-Funds may also use FDI for investment purposes. As a Sub-Fund may enter into FDI using only a fraction or none of the assets that would be needed to purchase the relevant securities directly, the remainder of the Sub-Fund’s assets may be invested in other types of securities. The Manager or any sub-investment manager may therefore seek to achieve greater returns by purchasing FDI and investing a Sub-Fund’s remaining assets in other types of securities to add excess return.

A forward contract is an agreement between two parties to buy or sell an asset (which can be of any kind) at a pre-agreed future point in time. Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. An option is a contract sold by one party to another which offers the buyer the right, but not the obligation, to buy (in the case of a call option) or sell (in the case of a put option) an asset at a pre-agreed price either during a certain period of time or on a specific date. A total return swap is an agreement whereby one party makes payments to the other based on a set rate, either fixed or variable and which may embed an agreed fee or rate of return for the counterparty while the other party makes payments to the first party based on the return of an underlying asset (e.g. the S&P 500 Index). A swaption is an option to enter into a swap, whereby in exchange for paying a premium, the buyer gains the right but not the obligation to enter into a specified swap agreement with the issuer on a specified future date. A credit default swap is a swap used to transfer the risk of default on an underlying security from the holder of the security to the seller of the swap, so that, for example, the buyer of a credit default swap will be entitled to the par value of the security from the seller of the swap, should the security’s issuer default on its payment obligations under the security. Contracts for differences are futures or options contracts which are settled through cash payments, rather than the physical delivery of the underlying assets or securities. Interest rate swaps enable the Company to switch floating-rate liabilities for fixed-rate liabilities or vice versa. These liabilities may be in either the same or in a different currency than the one for which they are being exchanged.

A Sub-Fund may only enter into OTC derivatives, repurchase/reverse repurchase agreements and securities lending arrangements with counterparties (which are entities with legal personality typically located in OECD jurisdictions) in accordance with the requirements of the UCITS Regulations where a credit assessment has been undertaken, which may be affiliated with the Manager or Depositary. Where the counterparty is subject to a credit rating by any agency registered and supervised by ESMA, that rating shall be taken into account in the credit assessment. Where a counterparty is downgraded to A2 or below (or comparable rating) by such a credit rating agency, a new credit assessment in respect of the counterparty will be undertaken without delay.

USE OF REPURCHASE/REVERSE REPURCHASE AGREEMENTS

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

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

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

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

Repo Contracts do not constitute borrowing or lending for the purposes of the UCITS Regulations.

LENDING OF SECURITIES

A Sub-Fund may lend its securities to brokers, dealers and other financial organisations in accordance with normal market practice.

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

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

In addition, the relevant Sub-Fund must have the right at any time to terminate any securities lending agreement entered into by it, and to demand the return of any or all securities lent. Securities lending transactions do not constitute borrowing or lending for the purposes of the UCITS Regulations.

PERMITTED TYPES OF COLLATERAL

Subject to the Central Bank UCITS Regulations, collateral obtained in respect of OTC financial derivative transactions and efficient portfolio management techniques ("Collateral"), such as a repo contract or securities lending arrangement, must comply with the following criteria: (i) liquidity: collateral (other than cash) should be transferable securities or money market instruments (of any maturity) which are highly liquid and traded on a regulated market or multi-lateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to its pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the UCITS Regulations; (ii) valuation: collateral should be capable of being valued on a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place. Collateral may be marked to market daily by the counterparty using its procedures, subject to any agreed haircuts, reflecting market

values and liquidity risk and may be subject to variation margin requirements; (iii) issuer credit quality: collateral should be of high quality; (iv) correlation: collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty; and (v) diversification: collateral should be sufficiently diversified in terms of country, markets and issuers. Non-cash collateral will be considered to be sufficiently diversified if the relevant Sub-Fund receives collateral with a maximum exposure to any one issuer of 20% of the Sub-Fund's net asset value.

Notwithstanding the above, a Sub-Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong, as disclosed in Section 2.11 in the section of the Prospectus entitled "Investment Restrictions". Such a Sub-Fund will receive securities from at least six different issues and securities from any single issue will not account for more than 30% of the Sub-Fund's Net Asset Value.

It is proposed that a Sub-Fund will accept the following types of collateral in respect of repurchase agreements as set out above in the section titled "Use of Repurchase/Reverse Repurchase Agreements"; OTC financial derivative transactions as may be detailed in the relevant Supplement for the Fund; and securities lending arrangements as set out above in the section titled "*Lending of Securities*":

- (i) cash;
- (ii) government or other public securities;
- (iii) certificates of deposit issued by Relevant Institutions;
- (iv) bonds/commercial paper issued by Relevant Institutions or by non-bank issuers where the issue or the issuer are of high quality;
- (v) letters of credit with a residual maturity of three months or less, which are unconditional and irrevocable and which are issued by Relevant Institutions; and
- (vi) equity securities traded on a stock exchange in the EEA, Switzerland, Canada, Japan, the United States, the United Kingdom, Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

The Company shall implement a haircut policy in respect of each class of assets received as collateral. The policy shall take account of the characteristics of the relevant asset class, including the credit standing of the issuer of the collateral and the price volatility of the collateral. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the intention of the Company that any collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate.

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

Cash received as collateral should be diversified in accordance with the requirements applicable to non-cash collateral and should only be:

- placed on deposit with, or invested in certificates of deposit issued by Relevant Institutions. Invested cash collateral may not be placed on deposit with the counterparty or a related entity;
- invested in high quality government bonds;
- used for the purpose of reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the Company can recall at any time the full amount of the cash on an accrued basis; and

- invested in “Short Term Money Market Funds” as defined by the European Securities and Markets Authority’s guidelines on a common definition of European money market funds.

Re-invested cash collateral should be diversified in accordance with the diversification requirements application to non-cash collateral.

PLEDGING ASSETS

Subject to the provisions of the UCITS Regulations, the Company may, from time to time, where collateral is required to be provided in respect of derivatives transactions, pledge Investments Instruments of the relevant Sub-Fund(s) equal in value to the relevant amount of required collateral to the relevant derivative counterparty provided that a pledge agreement has been entered into between the Company and that counterparty.

CURRENCY TRANSACTIONS

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

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

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

INVESTMENT RISKS

Investment in a Sub-Fund carries certain risks, some of which are described below. The summary below does not purport to be an exhaustive list of the risks of investing in a Sub-Fund. Potential investors should review this Prospectus and the Relevant Supplement in its entirety and consult with their professional advisers, before making an application for Shares.

There can be no assurance that the Sub-Funds will achieve their respective objectives. While there are some risks described below that may be common to a number or all of the Sub-Funds, not all risks are common to all Sub-Funds and there may also be specific risk considerations which are not described below which apply only to particular Sub-Funds and will be set out in the Relevant Supplement.

General

Umbrella Structure of the Company

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

Lack of Operating History

A Sub-Fund may be recently formed and have a limited operating history upon which prospective Shareholders can evaluate its performance. The past performance of the Manager or any sub-investment manager may not be construed as an indication of the future results of an investment in the Company. There can be no assurance that any Sub-Fund will achieve its investment objective.

Risk of Loss

An investment in the Shares is speculative and entails substantial risk. An investor could lose all or substantially all of its investment in any Sub-Fund. The Shares are only suitable for persons willing to accept and able to absorb such risks. No one should consider investing more than they can afford to lose.

Alternative investment strategies are subject to a “risk of ruin” to which traditional strategies are not.

Paying Agent Risk

Local regulations in certain jurisdictions, including members of the European Economic Area, may require the appointment of paying agents and the maintenance of accounts by such agents through which subscription and redemption monies may be paid. Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to or from the Administrator (e.g. a paying agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Administrator for the account of the Sub-Fund and (b) redemption monies and dividends payable by such intermediate entity to the relevant Shareholder. Fees and expenses of the paying agents appointed by the Company which will be at normal commercial rates will be borne by the Company in respect of which a paying agent has been appointed.

Concentration of Investments

Although a Sub-Fund's policy is to diversify its investment portfolio, a Sub-Fund may at certain times hold relatively few investments subject to the overall investment restrictions. A Sub-Fund could be subject to significant losses if it holds a large position in a particular investment that declines in value or

is otherwise adversely affected, including default of the issuer.

Declining Performance with Asset Growth

Trading large positions in same Investment Instruments may adversely affect their prices and performance. In addition, there can be no assurance that appropriate investment opportunities will be available to accommodate future increases in assets under management which may require the Manager (or its delegate) to modify its investment decisions for the Sub-Fund because it cannot deploy all the assets in the manner it desires and may require the Directors to close the Sub-Fund to further subscriptions. There can be no assurance whatsoever as to the effect of an increase in equity under management may have on a Sub-Fund's future performance.

Effect of Substantial Redemptions

Substantial redemptions by Shareholders within a short period of time could require a Sub-Fund to liquidate securities positions more rapidly than would otherwise be desirable, which could adversely affect the value of both the Shares being redeemed and the outstanding Shares and/or disrupting the Sub-Fund's investment strategy. Reduction in the size of a Sub-Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Sub-Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

Leverage

The Sub-Funds may achieve some leverage through the use of financial derivatives instruments for the purpose of making investments. The use of leverage creates special risks and may significantly increase the Sub-Funds' investment risk. Leverage creates an opportunity for greater yield and total return but, at the same time, will increase the exposure of a Sub-Fund to capital risk.

Other Trading Activities of the Manager and its Affiliates

The Manager and its principals, director, officers, partners, members, managers, shareholders, employees and affiliates trade or may trade for their own accounts, and certain of such persons have sponsored or may in the future sponsor or establish other public and private investment funds. The Manager and its affiliates may trade for accounts other than the Sub-Fund's account and will remain free to trade for such other accounts and to utilize trading strategies and formulae in trading for such accounts which are the same as or different from the ones that the Manager will utilize in making trading decisions on behalf of the Sub-Fund. In addition, and if and when applicable, in their respective proprietary trading, the Manager or its affiliates may take positions the same as or different than those taken on behalf of the Sub-Fund in accordance with the Manager's and its affiliates' internal policies. The records of any such trading will not be available for inspection by investors except to the extent required by law. Because of price volatility, occasional variations in liquidity, and differences in order execution, it might not be possible for the Manager and its affiliates to obtain identical trade execution for all their respective clients. When block orders are filled at different prices, the Manager and its affiliates will assign the executed trades on a systematic basis among all client accounts.

Selection of Brokers and Dealers

The policy of the Manager regarding purchases and sales for its portfolios is that primary consideration will be given to obtaining the most favourable execution of the transactions in seeking to implement the investment strategy of the Sub-Fund. The Manager will effect transactions with those brokers, dealers, futures commission merchants, banks and other counterparties (collectively, "brokers and dealers") which the Manager believes provide the most favourable net prices and who are capable of providing efficient executions. Additional considerations include the ability of brokers and dealers to provide internal and external research services, special execution capabilities, clearance, settlement or other services including communications and data processing and other similar equipment and services and the furnishing of stock quotation and other similar information. The Manager also may cause a broker or dealer who provides such certain services to be paid a commission or, in the case of a dealer, a dealer spread for executing a portfolio transaction, which is in excess of the amount of commission or spread another broker or dealer would have charged for effecting that transaction. On some occasions

the Manager may “step out” a commission or send part of a commission to a broker who did not execute the order. Prior to making such an allocation to a broker or dealer, however, the Manager will ensure that the broker has agreed to provide best execution to the Company and that the benefits provided by such broker or dealer must assist in the provision of investment services to the Company.

Contractual Settlement Risk

In the event that a relevant investor fails to deliver adequate funds to the relevant Sub-Fund by such later date(s) as the Manager may, at its sole discretion, determine any Shares allotted to such investor in respect of such subscription shall be cancelled and the relevant investor shall be required to (by way of such investor's agreement in his/her signed Application Form) indemnify the Company/relevant Sub-Fund for all costs, losses, charges, interest and fees which the Company and/or relevant Sub-Fund has incurred in unwinding the trades effected in respect of such subscription and cancellation of allotment.

In circumstances where the Company is unable to or fail to recover such costs, losses, charges, interest and fees (in whole or in part) the Sub-Fund (and consequently its Shareholders) will bear such costs, losses, charges, interest and fees (but shall also benefit from any gains made similarly on unwinding such transactions).

Disclosure of Information

Upon enquiry, Shareholders may obtain specific information about the Company and its Sub-Funds from the Manager, without prejudice to the principle of equal treatment of Shareholders. Having provided any requested information, the Company is not required to provide, at its own initiative, all other Shareholders with the same information. Accordingly, certain Shareholders may invest on terms that provide access to information that is not generally available to the other Shareholders and, as a result, may be able to act on such additional information.

Market Risks

Valuation of the Sub-Fund's Assets and Reference Assets

Investors in the Shares should be aware that an investment in the Shares involves assessing the risk of an investment linked to the Sub-Fund's assets and where applicable the Reference Assets, and the techniques used to link the Sub-Funds' assets to the Reference Assets.

The value of the Sub-Fund's assets and/or Reference Assets may vary over time and may increase or decrease by reference to a variety of factors which may include, amongst others, corporate actions, macro-economic factors and speculation.

Exchange Rates

Investors in the Shares should be aware that such an investment may involve exchange rate risks. For example (i) the Sub-Fund's assets and/or Reference Assets may be denominated in a currency other than the Base Currency; (ii) the Shares may be denominated in a currency other than the currency of the investor's home jurisdiction; and/or (iii) the Shares may be denominated in a currency other than the currency in which an investor wishes to receive his monies. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro-economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may strongly influence the value of the Shares. Shareholders of Share Classes denominated in a currency other than the relevant Base Currency will be subject to the risk that the value of their respective functional currency will fluctuate against the Class Currency. As detailed above, the Manager (or its delegate) will seek to implement a hedging strategy by using efficient portfolio management techniques and instruments or FDI, within the conditions and limits imposed by the Central Bank, to hedge the foreign currency exposure of the Hedged Classes against the relevant Base Currency or against the currency or currencies in which the assets of the relevant Sub-Fund are denominated. There is a risk that such hedging techniques may not fully protect Shareholders of Shares in Hedged Classes from currency fluctuations.

Investors should be aware that this strategy may substantially limit Shareholders of the relevant Hedged Class from benefiting if the Class Currency falls against the relevant Base Currency and/or the currency/currencies in which the assets of the relevant Sub-Fund are denominated. In such circumstances, Shareholders of the Hedged Class may be exposed to fluctuations in the Net Asset Value per Shares reflecting the gains/loss on and the costs of the relevant financial instruments.

In the case of a Hedged Class, a currency conversion will take place on subscriptions, redemptions, exchanges and distributions at the rate of exchange available to the Administrator and the cost of conversion will be deducted from the relevant Hedged Class.

Although hedging strategies may not necessarily be used in relation to each Class within a Sub-Fund, the financial instruments used to implement such strategies shall be assets/liabilities of the Sub-Fund as a whole. However, the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Hedged Class. Any currency exposure of a Hedged Class may not be combined with or offset with that of any other Class of the Sub-Fund.

Unhedged Classes in a Sub-Fund may provide returns to investors which are significantly different to the returns provided by Hedged Classes or Classes designated in the relevant Base Currency. In such circumstances adverse exchange rate fluctuations between the Base Currency and the Class Currency of the relevant Unhedged Classes may result in a decrease in return and/or a loss of capital for Shareholders in such Unhedged Classes. In respect of Unhedged Classes, a currency conversion will take place at prevailing market rates on the subscription for and redemption and exchange of Shares and in respect of any distributions made in respect of such Classes and the cost of conversion will be deducted from the relevant Unhedged Class.

Interest Rate

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

Market Volatility

Market volatility reflects the degree of instability and expected instability of the performance of the Shares, the Sub-Fund's assets and/or Reference Assets. The level of market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for instruments which offer investors exposure to or protection against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivatives markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macro-economic factors and speculation.

Liquidity and Market Characteristics

In some circumstances, investments may become relatively illiquid making it difficult to dispose of them at the prices quoted on the various exchanges or other markets. Accordingly, a Sub-Fund's ability to respond to market movements may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of its investments. Settlement of transactions may be subject to delay and administrative uncertainties.

Market Liquidity and Leverage

Changes in overall market leverage, deleveraging as a consequence of a decision by the counterparties, with which a Sub-Fund enters into repurchase/reverse repurchase agreements or derivative transactions, to reduce the level of leverage available (ie. to reduce such counterparties' positions in repurchase/reverse repurchase transactions), or the liquidation by other market participants of the same or similar positions, may also adversely affect the Sub-Fund's portfolio.

Credit Risk

An investment in bonds or other debt securities involves counterparty risk of the issuer of such bonds or debt securities which may be evidenced by the issuer's credit rating. An investment in bonds or other debt securities issued by issuers with a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than that of more highly rated issuers. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties this may affect the value of the bonds or other debt securities (which may be zero) and any amounts paid on such bonds or other debt securities (which may be zero). This may in turn affect the Net Asset Value per Share.

Investors in any Sub-Fund should be aware that the assets of the may include bonds or other debt securities that involve credit risk. Moreover, where such Sub-Funds provides for a capital protection feature, the functioning of such feature may be dependent on the due payment of the interest and principal amounts on the bonds or other debt securities in which the Sub-Fund is directly invested.

Stagnant Markets

Although volatility is one indication of market risk, certain investment strategies rely for their profitability on market volatility contributing to the mispricings which they are designed to identify. In periods of trendless, stagnant markets and/or deflation, alternative investment strategies have materially diminished prospects for profitability.

Repurchase and Reverse Repurchase Agreements

If the seller of a repurchase agreement fails to honour its commitment to repurchase the security in accordance with the terms of the agreement, the relevant Sub-Fund may incur a loss to the extent that the proceeds realised on the sale of the securities are less than the repurchase price. If the seller becomes insolvent, a bankruptcy court may determine that the securities do not belong to the Sub-Fund and order that the securities be sold to pay off the seller's debts. The relevant Sub-Fund may experience both delays in liquidating the underlying securities and losses during the period while it seeks to enforce its rights to the underlying securities, including reduced income during the period of enforcement and expenses in enforcing its rights.

Reverse repurchase agreements create the risk that the Sub-Fund will be obliged to repurchase the securities under the agreement where the market value of such securities sold by the Sub-Fund may decline below the agreed repurchase price. In the event that the buyer of securities under a reverse repurchase agreement files for bankruptcy or proves insolvent, the Sub-Fund's use of proceeds from the agreement may be restricted pending the determination by the other party or its trustee or receiver whether to enforce the obligation to repurchase the securities.

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

Hedging

If the Company and/or any of its agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Company issuing and performing its obligations with respect to the Shares, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s) and further if the Company and/or any of its agents acting on its behalf may incur a materially increased (as compared with circumstances existing on the date of the Prospectus) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Company issuing and performing its obligations with respect to the Shares, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s); then as a consequence thereof, the Manager (or its delegate) will be required to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the relevant Sub-Fund such as without limitation, a change of the objectives and policies of the Sub-Fund and/or the Reference Asset and determine the effective date of that adjustment. Any change in the investment objective and

any material change in investment policies will require shareholder approval in accordance with the "Investment Objective and Policies" section of this Prospectus.

Collateral and security interests

A Sub-Fund may pass its assets to a counterparty as margin, collateral or security. The provision by a Sub-Fund of assets as margin, collateral or security increases that Sub-Fund's exposure to the counterparty and the potential detrimental impact on the Sub-Fund of a default by or the insolvency of the counterparty. While the assets are held by the counterparty, they will be outside of the Depositary's custody network. The relevant Sub-Fund will have a contractual right, in accordance with the terms and conditions of the relevant agreement, for the return of those (or equivalent) assets, however the Sub-Fund will be subject to the risk that the counterparty may not perform its obligation to return the assets when required to do so. In the event that the counterparty is unable or unwilling to meet its contractual obligations in this regard, there may be a detrimental impact on the relevant Sub-Fund.

In addition, a Sub-Fund may grant a counterparty a security interest over its assets, whether by way of charge, pledge, lien or otherwise. This interest will generally give the counterparty certain preferential rights over the assets, in the event that the Sub-Fund fails to meet its obligations to the counterparty.

Commodities and Energies

Prices of commodity indices and energy indices are influenced by, among other things, various macro-economic factors such as changing supply and demand relationships, weather conditions and other natural phenomena, agricultural, trade, fiscal, monetary, and exchange control programmes and policies of governments (including government intervention in certain markets) and other unforeseeable events.

Emerging Market Countries

In respect of Sub-Funds which may invest in emerging market countries, the economies of such countries may differ favourably or unfavourably from the economies of industrialised countries. The economies of emerging market countries are generally heavily dependent on international trade and have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. Investments in emerging markets entail risks which include the possibility of political or social instability, adverse changes in investment or exchange control regulations, expropriation and withholding of dividends at source. In addition, such securities may trade with less frequency and volume than securities of companies and governments of developed, stable nations. There is also a possibility that redemption of Shares following a redemption request may be delayed due to the illiquid nature of the assets.

The legal infrastructure and accounting, auditing and reporting standards in emerging market countries in which a Sub-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.

Investors should also note that the risks described under "*Settlement Risk*", "*Exchange Rates*" and "*Custodial Risk*" in this section will apply particularly to investments in emerging market countries

Settlement Risks

Markets, including securities and derivatives markets, in different countries have different clearance and settlement procedures and in certain markets there have been times when settlements have been unable to keep pace with the volume of transactions, making it difficult to conduct transactions in such markets. Delays in settlement could result in temporary periods when assets of a Sub-Fund are uninvested and no return is earned on those assets. The inability of a Sub-Fund to enter into intended transactions due to settlement problems could cause it to miss attractive investment opportunities. Inability to dispose of assets due to settlement problems could result either in losses to a Sub-Fund due to subsequent declines in value of the asset or, if it has entered into a contract to dispose of or close out the position it could result in a possible liability of it to the purchaser or counterparty.

Custodial Risk

The Company may be exposed to a variety of financial instruments through the use of one or more OTC FDI transactions with one or more eligible counterparties. In such cases, the financial instruments to which the relevant Sub-Fund may be indirectly exposed under the OTC FDI transaction may be entrusted with custodians / sub-custodians. The terms of the OTC FDI transactions may transfer the custodial risk of the counterparty in relation to such financial instruments to the relevant Sub-Fund which will result in the Sub-Fund indirectly facing custodial, default and insolvency risks linked to the counterparty's use of such custodians / sub-custodians.

Depository Insolvency

The Company is subject to a number of risks relating to the insolvency, administration, liquidation or other formal protection from creditors ("Insolvency") of the Depository. These risks include without limitation: the loss of all cash held with the Depository which is not being treated as client money both at the level of the Depository and any sub-custodians ("client money"); the loss of all cash which the Depository has failed to treat as client money in accordance with procedures (if any) agreed with the Company; the loss of some or all of any securities held on trust which have not been properly segregated and so identified both at the level of the Depository and any sub-custodians ("trust assets") or client money held by or with the Depository in connection with a reduction to pay for administrative costs of an Insolvency and/or the process of identifying and transferring the relevant trust assets and/or client money for other reasons according to the particular circumstances of the Insolvency; losses of some or all assets due to the incorrect operation of the accounts by the Depository; and losses caused by prolonged delays in receiving transfers of balances and regaining control over the relevant assets. The Company is subject to similar risks in the event of an Insolvency of any sub-custodian with which any relevant securities are held or of any third party bank with which client money is held. An insolvency could cause severe disruption to a Sub-Fund's investment activity. In some circumstances, this could cause the Directors to temporarily suspend the calculation of the Net Asset Value and dealings in Shares with respect to one or more Sub-Funds.

No Investment Guarantee equivalent to Deposit Protection

An investment in the Company is not in the nature of a deposit in a bank account and is not protected by any government, government agency or other guarantee scheme which may be available to protect the holder of a bank deposit account.

Cyber Security Risk

The Company and its service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks also may be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users). Cyber security incidents affecting the Company, the Directors, the Manager, the Administrator, the Registrar and Transfer Agent, or the Depository or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with the Company's ability to calculate its Net Asset Value; impediments to trading; the inability of Shareholders to transact business with the Company; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which the Company or any Sub-Fund invests, counterparties with which the Company or any Sub-Fund engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent

limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

Brexit Risk

The United Kingdom (the “**UK**”) held a referendum on 23 June 2016 on whether to leave or remain in the EU. The outcome of the referendum was in favour of leaving the EU. The UK officially withdrew from the EU on 31 January 2020 but continued to follow all of the EU rules and its trading relationship remained the same until the end of the transitional period on 31 December 2020. The EU and the UK agreed a Trade and Co-operation Agreement in December 2020 (the “**Brexit Deal**”). The departure of the UK from the EU has led to political and economic instability, volatility in the financial markets of the UK and more broadly across Europe. It has also led to a weakening in consumer, corporate and financial confidence in such markets as the UK and the EU negotiated the Brexit Deal. While the Brexit Deal has now been agreed, there remains a number of uncertainties in connection with the future of the UK and its relationship with the EU, including the negotiation of any future trading agreements to enhance or replace elements of the Brexit Deal. The UK and the EU are likely to continue to negotiate trading or other agreements for a number of years.

Until the terms of the UK’s exit from, and continuing relationship with, the EU are clearer, it is not possible to determine the impact that the UK’s departure from the EU and/or any related matters may have on a Sub-Fund or its investments, including, in each case, the market value or the liquidity thereof in the secondary market, or on the other parties to the transaction documents. However, given the size and importance of the UK’s economy, current uncertainty or unpredictability about its legal, political and economic relationship with Europe may continue to be a source of instability, create significant currency fluctuations, and/or otherwise adversely affect international markets, arrangements for trading or other existing cross-border co-operation arrangements (whether economic, tax, fiscal, legal, regulatory or otherwise) for the foreseeable future including beyond the date of any withdrawal from the EU. In particular, the uncertainty surrounding the UK’s relationship with the EU and its withdrawal as a Member State may adversely impact companies or assets based in, doing business in, or having services or other significant relationships in or with, the UK and/or the EU, including with respect to opportunity, pricing, regulation, value or exit. In addition, the UK’s withdrawal as a Member State may have an adverse effect on the tax treatment of any investments in the UK. The EU directives preventing withholding taxes being imposed on intra-group dividends, interest and royalties may no longer apply to payments made into and out of the UK, meaning that instead the UK’s double tax treaty network will need to be relied upon. Not all double tax treaties fully eliminate withholding tax. Further, there may be changes to the operation of value added tax (VAT) and the economic implications could potentially affect wider tax policy in the UK, such as the rate of corporation tax and other taxes. The outcome of the UK referendum could also have a destabilising effect if other Member States were to consider the option of leaving the EU. For these reasons, the decision of the UK to leave the EU could have adverse consequences on a Sub-Fund, the performance of its investments and its ability to fulfil its investment objective and implement its investment strategy.

EU Benchmark Regulation

On 30 June 2016, the European Parliament and the Council of the EU adopted a regulation that came into force on 1 January 2018 requiring further transparency on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**EU Benchmark Regulation**”). In accordance with the EU Benchmark Regulation, where any Sub-Fund uses benchmarks for the purposes contemplated under the Benchmark Regulation, the Manager will maintain an index contingency plan (“**Index Contingency Plan**”) to the extent required under the Benchmark Regulation setting out the actions to be taken in the event that a benchmark changes materially or ceases to be provided. Actions taken by the Manager on the foot of the Index Contingency Plan may result in changes to the investment objectives or investment policies of a Sub-Fund, which may have an adverse impact on the value of an investment in the Sub-Fund. Any such changes will be implemented in accordance with the requirements of the Central Bank and the terms of this Prospectus.

The EU Benchmark Regulation introduces a new requirement for all benchmark administrators providing

indices in the EU to be authorised or registered on a public register maintained by ESMA. However, there is a risk that some benchmark administrators of indices utilised by the Sub-Funds may not be included on the register and, as a result, those indices may no longer be used.

Potential Implications of an Epidemic and/or a Pandemic

Events such as health pandemics or outbreaks of disease may lead to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally. For example, beginning in late 2019, an outbreak of a highly contagious form of coronavirus disease, COVID-19 or 2019-nCoV spread to numerous countries, prompting precautionary government-imposed closures and restrictions of certain travel and businesses in many countries.

Epidemics and pandemics can seriously disrupt the global economy and markets. The outbreak of pandemics such as COVID-19, together with any resulting restrictions on travel or quarantines imposed, could have a negative impact on the economy and business activity in the countries in which a Sub-Fund may invest and global commercial activity and thereby adversely affect the performance of a Sub-Fund's investments. Health pandemics or outbreaks could result in a general economic decline in a given region, or globally, particularly if the outbreak persists for an extended period of time or spreads globally. This could have an adverse impact on a Sub-Fund's investments, or a Sub-Fund's ability to source new investments or to realise its investments. Pandemics and similar events could also have an acute effect on individual issuers or related groups of issuers and could adversely affect securities markets, interest rates, auctions, secondary trading, ratings, credit risk, inflation, deflation and other factors relating to a Sub-Fund's investments or the Manager's operations and the operations of the service providers to the Manager and/or the Company.

Any outbreak of disease epidemics may result in the closure of the Manager's and/or an investment's offices or other businesses, including office buildings, retail stores and other commercial venues and could also result in: (a) the lack of availability or price volatility of raw materials or component parts necessary to an investment's business; or (b) disruption of regional or global trade markets and/or the availability of capital or economic decline. Such outbreaks of disease may have an adverse impact on a Sub-Fund's value and/or a Sub-Fund's investments.

Incentive Arrangements

The Company's incentive arrangements involve the payment of performance fees and could create an incentive for the Manager to select riskier or more speculative trades than would be the case in the absence of such an arrangement. The payment of a performance fee in respect of a Sub-Fund will be based on the performance of that Sub-Fund which may include net realised and net unrealised gains and losses as at the end of each calculation period. As a result, payments of performance fees may be made in respect of unrealised gains which may subsequently never be realised.

Performance Fee Methodology

The methodology used by the Company in calculating a performance fee in respect of a Sub-Fund may result in inequalities as between Shareholders in relation to the payment of performance fees (with some investors paying disproportionately higher performance fees in certain circumstances) and may also result in certain Shareholders having more of their capital at risk at any time than others.

Financial Derivative Instruments

(a) General

The Manager may make use of FDI in a Sub-Fund's investment program. Certain swaps, options and other FDI may be subject to various types of risks, including market risk, liquidity risk, counterparty credit risk, legal risk and operations risk. In addition, swaps and other derivatives can involve significant economic leverage (although the global exposure of a Sub-Fund through

the use of FDI will not exceed the Sub-Fund's Net Asset Value at any time) and may, in some cases, involve significant risks of loss.

(b) Liquidity; Requirement to Perform

From time to time, the counterparties with which a Sub-Fund effects transactions might cease making markets or quoting prices in certain of the instruments. In such instances, a Sub-Fund might be unable to enter into a desired transaction or to enter into any offsetting transaction with respect to an open position, which might adversely affect its performance. Further, in contrast to exchange-traded instruments, forward foreign exchange contracts do not provide a trader with the right to offset its obligations through an equal and opposite transaction. For this reason, the Company may be required to and must be able to, perform its obligations under such forward foreign exchange contracts.

(c) Necessity for Counterparty Trading Relationships

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

(d) Correlation Risk

Although the Manager believes that taking exposure to underlying assets through the use of FDI will benefit Shareholders in certain circumstances, due to reduced operational costs and other efficiencies which investment through FDI can bring, there is a risk that the performance of the Sub-Fund may not be perfectly correlated with the performance which would have been generated by investing directly in the underlying assets.

(e) Futures

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

The inability to close options and futures positions also could have an adverse impact on the ability to effectively hedge a Sub-Fund.

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

incorrectly predict future market trends.

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

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

(f) **Settlement Risk**

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

Particular Risks of OTC FDI

(a) **Absence of Regulation; Counterparty Default**

In general, there is less government regulation and supervision of OTC FDI than transactions entered into on organised exchanges. In addition, many of the protections afforded to some participants on some organised exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with OTC FDI. Therefore, although any counterparty with whom a Sub-Fund enters into an OTC FDI will be rated at or in excess of the requirements of the Central Bank by a Recognised Rating Agency and the Sub-Fund may further reduce its exposure to the counterparty through the use of collateral, the Sub-Fund will be subject to the risk that the counterparty may not perform its obligations under the transactions. In the event that the counterparty is unable or unwilling to meet its contractual liabilities, there may be a detrimental impact on the Sub-Fund.

Further, in certain circumstances, a Sub-Fund may be required to post collateral in respect of an OTC FDI, increasing its exposure to the counterparty and the potential detrimental impact on the Sub-Fund of a default by or the insolvency of the counterparty.

(b) **Legal**

Unlike exchange-traded options, which are standardised with respect to the underlying instrument, expiration date, contract size and strike price, the terms of OTC FDI are generally established through negotiation with the other party to the instrument. While this type of arrangement allows a Sub-Fund greater flexibility to tailor the instrument to its needs, OTC FDI may involve greater legal risk than exchange-traded instruments, as there may be a risk of loss if OTC FDI are deemed not to be legally enforceable or are not documented correctly.

There also may be a legal or documentation risk that the parties to the OTC FDI may disagree as to the proper interpretation of its terms. If such a dispute occurs, the cost and unpredictability of the legal proceedings required for a Sub-Fund to enforce its contractual rights may lead the Sub-Fund to decide not to pursue its claims under the OTC FDI. The Sub-Fund thus assumes the risk that it may be unable to obtain payments owed to it under OTC arrangements, that those payments may be delayed or made only after the Sub-Fund has incurred the costs of litigation. There is also a risk of loss due to the unexpected application of a law or regulation.

(c) **Forward Contracts**

The Manager may enter into forward contracts and options thereon on behalf of a Sub-Fund which are not traded on exchanges and are generally not regulated. There are no limitations on daily price moves of forward contracts. Banks and other dealers with whom a Sub-Fund may maintain accounts may require the relevant Sub-Fund to deposit margin with respect to such trading. The Sub-Funds' counterparties are not required to continue to make markets in such contracts and these contracts can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain counterparties have refused to continue to quote prices for forward contracts or have quoted prices with an unusually wide bid-offer spread (the difference between the price at which the counterparty is prepared to buy and that at which it is prepared to sell). Arrangements to trade forward contracts may be made with only one or a few counterparties, and liquidity problems therefore might be greater than if such arrangements were made with numerous counterparties. The imposition of credit controls by governmental authorities might limit such forward trading to less than that which the Manager would otherwise recommend, to the possible detriment of a Sub-Fund. Market illiquidity or disruption could result in major losses to a Sub-Fund. In addition, a Sub-Fund may be exposed to credit risks with regard to counterparties with whom they trade as well as risks relating to settlement default. Such risks could result in substantial losses to a Sub-Fund.

(d) **Valuation Risk**

Derivative instruments and forward exchange contracts which are not traded on a Recognised Market shall be valued at least daily, provided that the valuation is verified at least weekly either by the Manager, or by an affiliate or another party and in each case the verifying party shall be independent of the counterparty (which may include a separate group within the Manager which is independent of and does not rely on the same pricing models as the counterparty), and approved for that purpose by the Depositary. Investors should refer to the section headed "*Conflicts of Interest*" below for details of the risks inherent in such arrangements. Where the verifying party is related to the counterparty and the Sub-Fund's exposure to the counterparty is reduced through the provision of collateral, OTC FDI will also be subject to verification by an unrelated party to the counterparty every six months.

Investors should note that there is often no single market value for instruments such as OTC FDI. The discrepancies between bid-offer spreads on OTC FDI may be partly explained by various estimates on their pricing parameters.

(e) **Conflicts of Interest**

Counterparties to Sub-Fund are generally expected to be affiliates of the Manager. However, in accordance with the requirements of the Central Bank, OTC FDI will only be entered into upon normal commercial terms negotiated at arm's length and in the best interest of Shareholders. Transactions permitted pursuant to the relevant investment policy are subject to: (a) certified valuation by a person approved by the Depositary (or, in the case of a transaction involving the Depositary, the Directors) as independent and competent; (b) execution on best terms on organised investment exchanges under their rules; or (c) where (a) and (b) are not practical, execution on terms which the Depositary (or, in the case of a transaction involving the Depositary, the Directors) is satisfied conform to the principle of execution on normal commercial terms negotiated at arm's length and in the best interest of Shareholders.

Counterparties shall not be deemed to be affected by notice of, or to be under any duty to disclose to the Company, information which has come into its or its associates' possession as

a result of the FDI. Neither the Manager, any of the counterparties nor any of their associates shall be liable to account to the Company for any profits or benefits made or derived by, or in connection with, any such transaction.

As described in the “*Determination of Net Asset Value*” section, the party verifying the counterparties’ prices may include the Company or a party related to the OTC counterparty provided that it is an independent unit within the same group and which does not rely on the same pricing models employed by the counterparty (and which in each case shall be independent of the counterparties and has been appointed by the Directors and approved for that purpose by the Depositary), and such entity may therefore be subject to potential conflicts of interest in relation to its verification of such prices.

The Company will rely on the Directors and the Manager in implementing its investment strategies. The Directors have determined the investment policy of the Sub-Funds as set out in the Relevant Supplement and the Manager will monitor the performance of such investments on an ongoing basis. The bankruptcy or liquidation of the Manager or a counterparty may have an adverse impact on the Net Asset Value of the relevant Sub-Fund, on the FDI or the ability of the Sub-Fund to realise its investment objective in the manner described therein.

(f) Hedging Disruption

A hedging disruption event can occur if the counterparty with whom the Sub-Fund enters into OTC FDI determines after using commercially reasonable efforts that it is or has become not reasonably practicable for such counterparty to, wholly or partially:

- (i) acquire establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into such transaction; or
- (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

Such hedging disruption may arise directly or indirectly from the following (i) failure of a custodian or a sub-custodian with which part or all of the underlying assets of the hedging positions are held to perform any of its functions; (ii) the bankruptcy or insolvency of such custodian or sub-custodian; (iii) market disruptions; (iv) any illegality in maintaining such hedging positions; (v) foreign exchange market suspensions or restrictions; (vi) any tax events or otherwise.

A determination of a hedging disruption event may have an adverse effect on the value of the Shares in such Sub-Fund and may delay settlement in respect of the Sub-Fund’s assets and/or the Shares. Any such event may result in a suspension of valuations and issue and redemption and conversion of Shares as described in the “Temporary Suspension of Dealings” section.

Where a Sub-Fund is exposed to a proprietary strategy managed by an affiliate of the Manager or a third party or in a proprietary index, the Sub-Fund may be charged fees in respect of such strategies or indices based on the value of the Sub-Fund’s assets which are exposed to those strategies or indices and any such fees will be disclosed in the Relevant Supplement. As a result, an affiliate of the Manager or a third party may benefit from any additional exposure taken to such a strategy or index.

Sub-Funds linked to a Reference Asset through OTC FDI

There is no assurance that any Reference Asset will continue to be calculated and published on the basis described in this Prospectus or the Relevant Supplement, or at all, or that it will not be amended significantly. Any change to a Reference Asset may adversely affect the value of Shares in the relevant Sub-Fund. The past performance of a Reference Asset is not necessarily a guide to its future performance.

In relation to each index, strategy or other Reference Asset sponsored by the Manager or its Affiliates, such sponsor may from time to time modify the relevant Reference Asset. By way of non-limiting example it may incorporate different features or characteristics such as the use of different market

sectors, weights, contracts, or other underlying assets, or different methods of calculation. A description of any such modified versions of the relevant Reference Asset will be made available to investors upon request to the Manager. In relation to each Reference Asset sponsored by the Manager or its Affiliates, such sponsor further reserves the right to take any such actions that it believes are necessary, appropriate or beneficial, in its sole discretion, in order to preserve or enhance the ability of the Reference Asset to achieve its objectives.

A Reference Asset may not be actively managed and the selection of the component indices, strategies assets or securities will be made in accordance with the relevant index or strategy composition rules and eligibility criteria and not by reference to any performance criteria or performance outlook. Accordingly, the composition of the Reference Asset is not designed to follow recommendations or research reports issued by the relevant sponsor, any of their affiliates or any other person. No Reference Asset sponsor has any obligation to take the needs of the relevant Sub-Fund or the investors into consideration in determining, composing or calculating any index or strategy used as a Reference Asset.

Calculation of the performance of a Reference Asset

There is no assurance that a Reference Asset, will continue to be calculated and published on the basis described in the Relevant Supplement, or at all, or that it will not be amended significantly. In relation to any relevant index or strategy to which a Reference Asset refers or in which a Sub-Fund is otherwise invested, the relevant Reference Asset sponsor has the discretion to review, modify and amend the relevant index or strategy description, components, formula, calculation and publication procedures as further particularised in the relevant index or strategy rules. Any change to the Reference Asset and/or relevant index or strategy rules may adversely affect the value of the Shares. The past performance of a particular Reference Asset is not necessarily a guide to its future performance.

Certain Hedging Considerations

Investors intending to purchase Shares for the purpose of hedging their exposure to a Reference Asset should be aware of the risks of utilising the Shares in such manner. No assurance is or can be given that the value of Shares in a Sub-Fund will correlate with movements in the value of the relevant Reference Asset. Furthermore, it may not be possible to liquidate such Shares at a price which directly reflects the value of the relevant Reference Asset. Therefore, it is possible that investors could suffer substantial losses in the Shares notwithstanding losses suffered with respect to direct investments in or direct exposure to the relevant Reference Asset. Investors should be aware that hedging transactions, in order to limit the risks associated with the Shares, might not be successful.

Specific Restrictions in Connection with the Shares

Investors should note that there may be restrictions in connection with the subscription, holding and trading in the Shares. Such restrictions may have the effect of preventing the investor from freely subscribing, holding or transferring the Shares. Such restrictions may also be caused by specific requirements such as a Minimum Initial Subscription or due to the fact that certain Sub-Funds may be closed to additional subscriptions after the Initial Offering Period.

Minimum Redemption Amount

The Shareholders may be required to apply for redemption in respect of a minimum number of Shares in order to redeem such Shares. As a result, Shareholders holding less than such specified minimum number of Shares may be required to redeem their Shares in full in order to redeem any of their Shares.

Maximum Redemption Amount

The Company will have the option to limit the number of Shares redeemable on any date (other than at the maturity date, where applicable) to a maximum number specified and, in conjunction with such limitation, to limit the number of Shares redeemable by any person or group of persons (whether or not acting in concert) on such date. A Shareholder may not be able to redeem on such date all the Shares that it desires to redeem.

Redemption Notice

Redemption of Shares is subject to the provision of a redemption notice, and if such notice is received by the Registrar and Transfer Agent after the redemption deadline, it will not be deemed to be duly delivered until the next following Valuation Day. The deemed delivery on the next following Valuation Day may increase or decrease the redemption price from what it would have been but for such late delivery of the redemption notice.

Subscription Monies

Subscription monies delivered by an investor to the Company prior to the relevant Valuation Day or prior to the end of the Initial Offer Period are required to be sent to the account details in the Subscription Application Form. Provided that all documentation required by the Company and the Registrar and Transfer Agent for anti-money laundering and customer identification purposes has been received as required as set out in the Subscription Application Form and the section of the Prospectus headed "Subscription for Shares", subscriptions will be processed and Shares in the Company issued on the relevant Valuation Day. Subscriptions will not be processed and Shares will not issue until all anti-money laundering documentation has been received. Accordingly, subscription monies received prior to the Valuation Day will not be subject to the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) Investor Money Regulations 2015 for Fund Service Providers (the "**Investor Money Regulations**") or any equivalent client asset protection regime and shall not form part of the assets of the Company or the relevant Sub-Fund until transferred to the account of the Company or relevant Sub-Fund. This is on the basis that the relevant bank account is the Depositary's "nostro" or general cash account and is not a collection account within the meaning of the Investor Money Regulations (i.e. it is not designated as a subscription/redemption account and is not an account which is opened to hold monies for the benefit of an investor in the Company). Accordingly, investors should note that prior to transfer to the Company / Sub-Fund account, investors may be exposed to the creditworthiness of the Depositary and the relevant credit institution where subscription monies are held, and neither the Directors nor the Company shall have any fiduciary duties to the investor in respect of such monies.

Market Disruption Events & Settlement Disruption Events

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

Taxation

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

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

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

Investors should refer to the “Taxation” section for further details.

FATCA

The Company will require Shareholders to certify information relating to their status for FATCA purposes and to provide other forms, documentation and information in relation to their FATCA status. The Company may be unable to comply with its FATCA obligations if Shareholders do not provide the required certifications or information. In such circumstances, the Company could become subject to US FATCA withholding tax in respect of its US source income if the US Internal Revenue Service specifically identified the Company as being a ‘non-participating financial institution’ for FATCA purposes. Any such US FATCA withholding tax would negatively impact the financial performance of the Company and all Shareholders may be adversely affected in such circumstances.

Foreign Taxes

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

Change of Law

The Company must comply with regulatory constraints, such as a change in the laws affecting the investment restrictions applicable to a Sub-Fund, which might require a change in the investment policy and objectives followed by a Sub-Fund as described in the Relevant Supplement. In such circumstances, the Prospectus and/or the Relevant Supplement will be updated after being cleared by the Central Bank and notified to Shareholders in advance.

Political Factors

The performance of the Shares or the possibility to purchase, sell, or redeem may be affected by changes in general economic conditions and uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and changes in regulatory requirements.

Automatic Reporting of Shareholder Information to Other Tax Authorities

From 1 January 2016, the automatic exchange of information regime known as the “Common Reporting Standard” proposed by the OECD is to apply in Ireland. Under these measures, the Company is expected to be required to report information to the Irish Revenue Commissioners relating to Shareholders, including the identity, residence and tax identification number of Shareholders and details as to the amount of income and sale or redemption proceeds received by Shareholders in respect of the Shares. As a result, Shareholders may be required to provide such information to the Company. Such information will be collected for compliance reasons only and will not be disclosed to unauthorised persons.

EU Benchmark Regulation

On 30 June 2016, the European Parliament and the Council of the EU adopted a regulation that came into force on 1 January 2018 requiring further transparency on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**EU Benchmark Regulation**”). In accordance with the EU Benchmark Regulation, where any Sub-Fund uses benchmarks for the purposes contemplated under the Benchmark Regulation, the Manager will maintain an index contingency plan (“**Index Contingency Plan**”) to the extent required under the Benchmark Regulation setting out the actions to be taken in the event that a benchmark changes materially or ceases to be provided. Actions taken by the Manager on the foot of the Index Contingency Plan may result in changes to the investment objectives or investment policies of a Sub-Fund, which

may have an adverse impact on the value of an investment in the Sub-Fund. Any such changes will be implemented in accordance with the requirements of the Central Bank and the terms of this Prospectus.

The EU Benchmark Regulation introduces a new requirement for all benchmark administrators providing indices in the EU to be authorised or registered on a public register maintained by ESMA. However, there is a risk that some benchmark administrators of indices utilised by the Sub-Funds may not be included on the register and, as a result, those indices may no longer be used.

Limits of Risk Disclosure

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

BORROWING POLICY

Under the Articles, the Directors and the Manager are empowered to exercise all of the borrowing powers of the Company subject to any limitations under the UCITS Regulations and to charge the assets of the Company as security for such borrowings.

The Company may not borrow money, grant loans or act as guarantor on behalf of third parties, except:

- (i) where a Sub-Fund has foreign currency borrowings which exceed the value of a back-to-back deposit, the Manager shall ensure that excess is treated as borrowing for the purpose of the UCITS Regulations; and
- (ii) a Sub-Fund may incur temporary borrowings in an amount not exceeding 10% of its net assets and may charge its assets as security for such borrowings. Reverse repurchase agreements and securities lending agreements are not treated as borrowings for these purposes.

DISTRIBUTION POLICY

The Articles empower the Directors to declare dividends in respect of any Class out of net income received by the Company in respect of investments attributable to a Sub-Fund (whether in the form of dividends, interest or otherwise) and the net realised capital gains and the net unrealised capital gains of the Company attributable to the relevant Class.

The Directors reserve the right to change the dividend policy of any Class at its discretion on prior notice to Shareholders of the relevant Class and this Prospectus will be updated to reflect any such change.

The distribution policy (including accounting and payment dates) of each Sub-Fund is specified in the Relevant Supplement.

Each dividend declared by the Company on the Distributing Classes will be paid in cash.

Any dividend unclaimed after a period of six (6) years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Sub-Fund.

Any failure to supply the Company or the Registrar and Transfer Agent with any documentation requested by them for anti-money laundering or client identification purposes will result in a delay in the settlement of dividend payments. In such circumstances, any sums payable by way of dividend to Shareholders shall remain an asset of the Company until such time as the Registrar and Transfer Agent is satisfied that its anti-money-laundering and client identification purposes have been fully complied with, following which such dividend will be paid. In the event of the insolvency of a Sub-Fund before such monies are transferred to the Shareholder there is no guarantee that the Sub-Fund will have sufficient funds to pay its unsecured creditors in full. Investors who are due dividend proceeds which are held in a Sub-Fund's account will rank equally with other unsecured creditors of the Sub-Fund and will be entitled to pro-rata share of any monies made available to all unsecured creditors by the insolvency practitioner.

DETERMINATION OF NET ASSET VALUE

The Net Asset Value of each Sub-Fund, and the Net Asset Value per Share in each Sub-Fund, shall be calculated by the Administrator and rounded down to the nearest four decimal places in the Base Currency as at the Valuation Point for each Valuation Day in accordance with the valuation provisions set out in the Articles and summarised below.

The Net Asset Value of a Sub-Fund shall be calculated by ascertaining the value of the assets of the relevant Sub-Fund and deducting from such amount the liabilities of the Sub-Fund, each as determined at the relevant Valuation Point as set out in the Relevant Supplement, and shall include all fees and expenses payable and/or accrued and/or estimated to be payable out of the assets of the Sub-Fund. The Net Asset Value per Share in respect of a Sub-Fund will be calculated by dividing the Net Asset Value of the relevant Sub-Fund by the number of Shares of the relevant Sub-Fund in issue.

Where the Directors have created different Classes within a Sub-Fund and have determined and disclosed in the Relevant Supplement that (i) each Class will incur different levels of fees (the details of which shall be set out in the Relevant Supplement; or (ii) currency hedging transactions may be entered into in order to hedge any relevant currency exposure of any Hedged Class in accordance with the requirements of the Central Bank, in each case the Administrator shall adjust the Net Asset Value per Class in order to reflect such different levels of fees payable in respect of each Class and/or the costs and resultant gains/losses of such hedging transactions and/or FDI.

The Net Asset Value per Share in respect of a Class will be calculated by dividing the Net Asset Value of the relevant Class by the number of Shares of the relevant Class in issue. The Net Asset Value of a Sub-Fund attributable to a Class and the Net Asset Value per Share in respect of a Class will be expressed in the relevant Class Currency, if it is different to the Base Currency.

The costs of hedging currency exposures of the assets of the Sub-Funds, as described under “*Currency Transactions*” in the “*Investment Techniques*” section, will not be allocated to separate Classes. In respect of the share class hedging undertaken in respect of the Hedged Classes, as described under “*Share Class Hedging*” in the “*The Company*” section, the Manager (or its delegate) shall materially limit hedging to the extent of the particular Hedged Class’ currency exposure. Foreign exchange transactions in respect of the Hedged Classes shall not be used for speculative purposes. The periodic reports of the Company will indicate how hedging transactions have been utilised.

Each asset which is quoted, listed or traded on or under the rules of any Recognised Market shall be valued at the last traded price on the relevant Recognised Market at the close of business on such Recognised Market on each Business Day. The value of any Investments listed, quoted or traded on a Recognised Market but acquired or traded at a premium or discount outside of or off the Recognised Market may be valued taking into account the level of premium or discount as of the date of valuation of the Investment and the Depositary must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the relevant Investment. If the Investment is normally quoted, listed or traded on or under the rules of more than one Recognised Market, the relevant Recognised Market shall be that which the Directors determine provides the fairest criterion of value for the Investment. If prices for an Investment quoted, listed or traded on the relevant Recognised Market are not available at the relevant time, or are unrepresentative in the opinion of the Directors, such Investment shall be valued at such value as shall be estimated with care and in good faith as the probable realisation value of the Investment by a competent person appointed for such purpose by the Directors and approved for the purpose by the Depositary. Neither the Directors or their delegates nor the Manager nor the Depositary shall be under any liability if a price reasonably believed by them to be the last traded price for the time being, may be found not to be such

The value of any investment which is not normally quoted, listed or traded on or under the rules of a Recognised Market, shall be valued at its probable realisation value estimated with care and in good faith by the Directors in consultation with the Administrator or by a competent person appointed for such purpose by the Directors and approved by the Depositary.

Fixed income securities may be valued by reference to the valuation of the securities which are considered comparable in rating, yield, due date and other characteristics where reliable market

quotations are not available, using a methodology which will be compiled by the Directors and approved by the Depositary.

Units or shares in collective investment schemes (including Shares in a Sub-Fund held by another Sub-Fund) shall be valued on the basis of the latest available net asset value per unit as published by the collective investment scheme. If such prices are unavailable, the units will be valued at their probable realisation value estimated with care and good faith by the Directors in consultation with the Administrator or by a competent person, firm or corporation appointed for such purpose by the Administrator and approved for such purpose by the Directors and the Depositary.

Cash deposits and similar investments shall be valued at their face value together with accrued interest.

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

OTC FDI will be valued either using the counterparty's valuation or an alternative valuation, including valuation by the Administrator (appointed for such purpose by the Directors) or by an independent pricing vendor appointed by the Directors and approved for this purpose by the Depositary. OTC FDI shall be valued at least daily. If using the counterparty's valuation, such valuation must be approved or verified by a party independent of the counterparty (which may include the Company or a party related to the OTC counterparty provided that it is an independent unit within the same group and which does not rely on the same pricing models employed by the counterparty) which is approved by the Depositary for such purpose on a weekly basis. Investors should refer to the "*Investment Risks*" section for further information in this regard. In the event that the Company opts to use an alternative valuation, the Company will use a competent person appointed by the Directors, approved for this purpose by the Depositary, or will use a valuation by any other means provided that the value is approved by the Depositary. All alternative valuations will be reconciled with the counterparty's valuation on at least a monthly basis. Any significant differences to the counterparty valuation will be promptly investigated and explained. Forward foreign exchange and interest rate swap contracts may be valued by reference to freely available market quotations or, if such quotations are not available, in accordance with the provisions in respect of OTC FDI.

Where a Sub-Fund invests in money market instruments, such instruments may be valued using the amortised cost method of valuation in accordance with the requirements of the Central Bank.

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

Adjustment of Valuations

Notwithstanding the above provisions the Directors may, with the prior consent of the Depositary; (a) adjust the valuation of any particular asset; or (b) permit some other method of valuation approved by the Depositary to be used in respect of any particular asset if, having regard to exchange rate, applicable rate of interest, maturity, marketability and/or such other considerations as they deem relevant, they consider that, in the case of (a) above, such adjustment or, in the case of (b) above, the use of such other method of valuation is required to reflect more fairly the value of such assets.

Publication

Save where the determination of the Net Asset Value per Share in respect of the Company has been temporarily suspended in the circumstances described in the "*Temporary Suspension of Dealings*" section, the Net Asset Value per Share of each Sub-Fund shall be made public at the registered office of the Administrator and will be published in respect of each Valuation Day upon calculation on

www.bloomberg.com.

In addition to the calculation and publication of the official Net Asset Value of each Class as of the relevant Valuation Day, the Company also intends to publish an indicative net asset value for each Class on each Business Day for Sub-Funds which do not have daily liquidity. Investors should note that any such indicative net asset value is produced for information purposes only, may be based on less complete information than may be available at the time of calculation of the official Net Asset Value and should not be relied upon. Subscriptions for Shares of any Class and redemptions and switches of the Shares of any Class will only take place at the final Net Asset Value per Share of that Class as calculated as at the relevant Valuation Day. Neither the Company, the Manager or the Administrator accepts any liability for any errors in any indicative net asset value or for any reliance placed on the indicative net asset value by any Shareholder or investor.

SUBSCRIPTION FOR SHARES

During an Initial Offer Period, the Company will offer Shares at the Initial Offer Price plus the Sales Charge (if applicable) under the terms and conditions as set forth in the Supplement relating to the relevant Sub-Fund. The Company may offer Shares in one or several Sub-Funds and/or in one or more Classes in each Sub-Fund.

The Directors may in their discretion decide to cancel the offering of a Sub-Fund. The Directors may also decide to cancel the offering of a new Class. In such case, investors having made an application for subscription will be duly informed and any subscription monies already paid will be returned net of any associated transaction costs. For the avoidance of doubt, no interest will be payable on such amount prior to their return to the investors.

The Directors may, or the Manager (or its duly appointed delegates) may, in their discretion, refuse to accept new or additional subscriptions in a particular Class or Sub-Fund. By way of non-limiting example, the Directors might determine, upon consultation with the Manager, that there is no capacity in the investment strategy adopted by a Sub-Fund to accept further subscriptions. To the extent that, at a later date, the Directors or the Manager (or its duly appointed delegates) determine that there is no longer any reason to refuse new or additional subscriptions to a particular Class or the Sub-Fund then they may in their discretion accept new or additional subscriptions.

The Directors may decide that for a particular Class or Sub-Fund no further Shares will be issued after the Initial Offer Period (as will be set forth in the Relevant Supplement). However, the Directors reserve the right to authorise at any time and without notice the issue and sale of Shares for particular Classes or Sub-Funds that were previously closed for further subscriptions. Such decision will be made by the Directors with due regard to the interest of the existing Shareholders.

Shareholders or prospective investors may subscribe for a Class at a subscription price per Share equal to:

- (i) the Initial Offer Price plus the Sales Charge (if applicable) where the subscription relates to the Initial Offering Period; or
- (ii) the Net Asset Value per Share as of the Valuation Day on which the subscription is effected plus the Sales Charge (if applicable) where the subscription relates to an offering subsequent to the Initial Offer Period of Shares of an existing Class in an existing Sub-Fund.

The applicable Sales Charge (which can be up to 5% of the Minimum Initial Subscription Price or the relevant Net Asset Value) will be specified in the Relevant Supplement. The Directors, the Manager (or its duly appointed delegates) may, in their sole discretion, waive the Minimum Initial Subscription, minimum subsequent subscription and/or minimum holding amounts from time to time.

Subscription Procedure

Subscriptions may be made by investors by:

- (a) submitting a signed Subscription Application Form to the Registrar and Transfer Agent by the Dealing Deadline in relation to the relevant Valuation Day as set out in the Relevant Supplement. Subscription applications received after this deadline shall be calculated on the basis of the Net Asset Value per Share for the relevant Class in the relevant Sub-Fund as of that next following Valuation Day; and
- (b) delivering to the account of the Registrar and Transfer Agent on contractual basis the full amount of the subscription price (plus any Sales Charge as stipulated above) of the Shares being subscribed for pursuant to the subscription request, within five (5) Business Days following the relevant Valuation Day (or such other time as shall be set out in the relevant Supplement).

Incremental subscription orders may be posted by electronic dealing such as Swift or file transfer protocol (each an “Electronic Application”) and subject to prior agreement with the Registrar and Transfer Agent but to the exclusion of unsecured or deemed unsecured media such as e-mail and telephone. The Registrar and Transfer Agent or the Directors reserve the right to refuse any means they would consider as not compliant or not technically feasible. Electronic Application must be received by the Registrar and Transfer Agent by the Dealing Deadline in relation to the relevant Valuation Day as set out in the Relevant Supplement. Subscriptions, whether by post, facsimile or Electronic Application, are sent at the risk of the investor and the Company and Manager accept no liability whatsoever for any Subscription Application Forms not actually received by the relevant Dealing Deadline.

Subscribers for Shares are to indicate in their Subscription Application Form or Electronic Application the allocation of the subscription monies among one or more of the Classes. Such allocation must respect the rules for Minimum Initial Subscription, if any, set out in the Relevant Supplement.

In the event that the subscription application is incomplete (i.e. all requested papers are not received by the Registrar and Transfer Agent by the relevant Dealing Deadline) the subscription application will be rejected and a new subscription application will have to be submitted.

In the event that the Company or the Manager as their delegate decides to reject any application to subscribe for Shares the monies transferred by the applicant will be returned without undue delay (unless otherwise provided for by law or regulations) net of any associated transaction costs.

The number of Shares issued to a subscriber or Shareholder in connection with the foregoing procedures will be equal to the subscription monies provided by the subscriber or Shareholder, after deduction of the Sales Charge (if any), divided by:

- (a) the Initial Offer Price, in relation to subscriptions made in connection with an Initial Offering Period, or
- (b) the Net Asset Value per Share of the relevant Class and in the relevant Sub-Fund as of the relevant Valuation Day.

With regard to the Initial Offer Period, Shares will be issued before the fifth Business Day following the end of the Initial Offer Period, unless otherwise specified in the Relevant Supplement relating to each Sub-Fund.

The Company shall recognise rights to fractions of Shares up to four decimal places, rounded up or down to the nearest decimal point. Any purchases of Shares will be subject to the ownership restrictions set forth in the Prospectus.

Anti-Money Laundering and Counter Terrorist Financing Requirements

As part of the Company's responsibility for the prevention of money laundering and terrorist financing, the Registrar and Transfer Agent will require a detailed verification of the applicant's identity and the source of subscription monies. Depending on the circumstances of each application, a detailed verification might not be required where the applicant is a regulated financial institution in a country with comparable anti-money laundering and counter terrorist financing regulations to those in Ireland, or is a company listed on a recognised stock exchange. Subscriptions will not be processed and Shares will not issue unless an original or certified true copy of the completed Subscription Application Form has been received by the Registrar and Transfer Agent and until the Registrar and Transfer Agent receives all anti-money laundering documentation and all checks required by the Central Bank have been completed in respect of the relevant subscription including for the avoidance of doubt any information related to beneficial ownership.

The Registrar and Transfer Agent reserves the right to request such information as is necessary to verify the identity of an applicant and the source of the subscription monies. The Registrar and Transfer Agent will not process the subscription and Shares will not issue until the applicant produces the relevant information required for verification purposes. Investors should refer to the Subscription Application Form for further information in relation to the types of information which they will be requested to provide.

REDEMPTION OF SHARES

Shareholders may request the Company to redeem all or any of their Shares on any Valuation Day at their Net Asset Value per Share on such Valuation Day, in accordance with the redemption procedures, provided that a properly completed and signed Redemption Request Form, accompanied by a share certificate in respect of the Shares (duly endorsed by the Shareholder) (if any) or such other evidence of ownership as the Registrar and Transfer Agent may request, is received by the Registrar and Transfer Agent before the Dealing Deadline.

Redemption requests should be made by sending the original or certified true copy of a signed Redemption Request Form to the Registrar and Transfer Agent or by sending such Redemption Request Form to the Registrar and Transfer Agent by facsimile at + 353 1 790 0451 prior to the relevant Valuation Day. Subject to the same technical conditions applicable to Electronic Application, the Redemption Request may also be posted by electronic dealing such as Swift or file transfer protocol (each an "Electronic Redemption"). The Registrar and Transfer Agent will confirm the receipt of all faxed redemption requests which are received in good order in writing by means of contract note within 4 Business Days of receipt and Shareholders which do not receive a contract note from the Registrar and Transfer Agent within 4 Business Days should contact the Registrar and Transfer Agent at + 353 1 672 1620 to obtain the same. Redemptions, whether by post, facsimile or Electronic Redemption, are sent at the risk of the Shareholder and the Company and Manager accept no liability whatsoever for any Redemption Request Forms not actually received by the relevant Dealing Deadline.

Redemption orders submitted by fax and Electronic Redemptions will only be accepted where payment is made to the account of record. Changes to Shareholder registration details including payment account details may only be made by original written notice to the Registrar and Transfer Agent. Redemption Request Forms or Electronic Redemption orders received after the Dealing Deadline will be held and will, unless the Manager otherwise determines (and only in exceptional circumstances), be dealt with on the following Valuation Day.

Any failure to supply the Sub-Fund or the Registrar and Transfer Agent with any documentation requested by them for anti-money laundering or client identification purposes will result in a delay in the settlement of redemption proceeds. In such circumstances, the Registrar and Transfer Agent will process any redemption request received by a Shareholder. Upon redemption, the Shares of the redeemed Shareholder will be cancelled and the Shareholder will be treated as an unsecured creditor of the Sub-Fund. However the proceeds of that redemption shall remain an asset of the Company and the redeeming investor will rank as an unsecured creditor of the Company until such time as the Registrar and Transfer Agent is satisfied that its anti-money-laundering and anti-fraud procedures have been fully complied with, following which redemption proceeds will be released. In the event of the insolvency of the Sub-Fund before such monies are transferred from the Sub-Fund's account to the redeeming investor, there is no guarantee that the Sub-Fund will have sufficient funds to pay its unsecured creditors in full. Investors who are due redemption proceeds which are held in the Sub-Fund's account will rank equally with other unsecured creditors of the relevant Sub-Fund and will be entitled to pro-rata share of any monies made available to all unsecured creditors by the insolvency practitioner.

Accordingly, Shareholders and investors should ensure that all documentation required by the Company or Registrar and Transfer Agent to comply with anti-money laundering and anti-fraud procedures are submitted promptly to the Registrar and Transfer Agent when subscribing for Shares.

Redemption payments will be paid from the Sub-Fund's custody account via the Depositary's "nostro" (i.e. general cash account) to the Shareholder's account of record. In the event that such monies are lost prior to payment to the relevant Shareholder, the Shareholder may be exposed to the creditworthiness of the Depositary and the relevant credit institution where redemption monies are held. This is on the basis that the nostro account is not a collection account within the meaning of the Investor Money Regulations, i.e. it is not designated as a subscription/redemption account and is not an account which is opened to hold monies for the benefit of a Shareholder in the Sub-Fund.

Shareholders will not be entitled to withdraw redemption requests unless otherwise agreed by the Registrar and Transfer Agent in consultation with the Directors. The Directors or the Registrar and Transfer Agent shall be entitled to refuse to redeem any Shares until the share certificates (if any) in

respect of those Shares have been returned to the Company.

The Shares shall be redeemed at the Net Asset Value per Share on the Valuation Day on which redemption is effected as calculated in accordance with the Articles. Investors in some Sub-Funds may also be subject to redemption fees and Duties and Charges on any redemption. Investors' attention is drawn to the "*Fees and Expenses*" section of the Prospectus and the information regarding redemption of shares relating to each Sub-Fund in the Relevant Supplement.

If outstanding redemption requests from all holders of Shares in a Sub-Fund on any Valuation Day total an aggregate of more than 10% of the Net Asset Value of that Sub-Fund on such Valuation Day, the Directors shall be entitled at their discretion to refuse to redeem such number of Shares in issue in respect of that Sub-Fund on that Valuation Day in respect of which redemption requests have been received in excess of 10% of the Net Asset Value of that Sub-Fund as the Directors shall determine. If the Company refuses to redeem Shares for this reason, the requests for redemption on such date shall be reduced rateably and the Shares to which each request relates which are not redeemed shall be deemed to be received in respect of the next subsequent Valuation Day (but without priority over other requests received on such Valuation Day), provided that the Company shall not be obliged to redeem more than 10% of the Net Asset Value of a Sub-Fund outstanding on any Valuation Day, until all the Shares to which the original request related have been redeemed.

Redemption proceeds will be paid in the currency received by Registrar and Transfer Agent in respect of the subscription for the Shares being redeemed.

Redemption proceeds will be paid within ten (10) Business Days of the relevant Valuation Day unless payment has been suspended in the circumstances described in the "*Temporary Suspension of Dealings*" section. Unless otherwise agreed with the Company, redemption proceeds will be paid by electronic transfer at the expense of the relevant Shareholder to the Shareholder's account as specified in the Shareholder's Subscription Application Form or as otherwise specified by original notice in writing by the Shareholder to the Registrar and Transfer Agent.

Redemption Proceeds may, with the consent of the Shareholder concerned, be paid by in specie transfer to the Shareholder in question of assets of the Company. Where a Shareholder requests the redemption of Shares equal to 5% or more of the Net Asset Value of a Sub-Fund on any Valuation Day, the Company may do so at its absolute discretion. The assets to be transferred shall be selected at the discretion of the Directors on such basis as they shall deem equitable and not materially prejudicial to the interests of the remaining Shareholders. If two or more Shareholders submit redemption requests to be satisfied by in specie transfer in this manner, in selecting the assets to be distributed to those Shareholders, the Directors will ensure that the assets selected for distribution are distributed on a pro rata basis ensuring that each Shareholder receives their proportionate share of the assets subject only to any marginal rounding up differences. The asset allocation shall be subject to the approval of the Depositary and such assets shall be taken at their value used in determining the redemption price of the Shares being so repurchased. If requested by the Shareholder, the Company must sell the assets on behalf of the Shareholder at the Shareholder's expense and give the Shareholder cash.

Where satisfaction of a redemption request would result in a Shareholder holding a number of Shares in a Class with a value less than the Minimum Holding for that Class, the Directors shall be entitled, at their discretion, to treat the application for redemption as an application for the redemption of all of that Shareholder's Shares of the relevant Class or to offer the Shareholder an opportunity to amend or withdraw the redemption request.

MANDATORY REDEMPTION OF SHARES

Shareholders are required to notify the Company immediately in the event that:

- they become or hold Shares for the account or benefit of a US Person,
- they otherwise hold Shares in breach of any law or regulation or in circumstances which have or may have, adverse administrative, regulatory, tax or fiscal consequences for the Company, the relevant Sub-Fund or the Shareholders as a whole, or
- they are holding Shares less than the Minimum Holding.

(each a “Shareholder Event”).

Where a Shareholder notifies the Company of a Shareholder Event or the Company becomes aware that a Shareholder Event has occurred, the Company, at its absolute discretion, may: (i) direct the Shareholder to dispose of those Shares to a person who is entitled to own the Shares within such time period as the Company stipulates; or (ii) redeem the Shares at their Net Asset Value per Share as at the next Business Day after the date of notification to the Shareholder or following the end of the period specified for disposal pursuant to (i) above.

Under the Articles, any person who becomes aware that he is holding Shares following a Shareholder Event and who fails to transfer, or deliver for redemption, his Shares pursuant to the above provisions or who fails to make the appropriate notification to the Company shall indemnify and hold harmless each of the Directors, the Company, the Manager, any sub-investment manager, the Administrator, the Registrar and Transfer Agent, the Depositary and the Shareholders (each an “Indemnified Party”) from any claims, demands, proceedings, liabilities, damages, losses, costs and expenses directly or indirectly suffered or incurred by such Indemnified Party arising out of or in connection with the failure of such person to comply with his obligations pursuant to any of the above provisions.

The Company shall be entitled to redeem Shares in respect of any Sub-Fund or Class in the circumstances described in the “*Termination of Sub-Funds or Classes*” section.

EXCHANGE OF SHARES

Subject to the relevant requirements (including but not limited to Minimum Initial Subscription, Class Currency and Minimum Holding) of the relevant Sub-Fund or Share class, Shareholders may, request a conversion of some or all of their Shares in one Sub-Fund (the “Original Sub-Fund”) to Shares in another Sub-Fund (the “New Sub-Fund”) or Share class or another Share Class in the same Sub-Fund in accordance with the formula and procedures specified below. Requests for conversion of Shares should be made to the Manager or Registrar and Transfer Agent by facsimile or written communication or such other means as may be permitted by the Directors and should include such information as may be specified from time to time by the Manager or Registrar and Transfer Agent. Except where dealings in Shares have been temporarily suspended in the circumstances described in this Prospectus, requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Sub-Fund and the Dealing Deadline for subscriptions in the New Sub-Fund. Any applications received after such time will be dealt with as of the next Valuation Day which is a valuation day for the relevant Sub-Funds, unless the Manager or Registrar and Transfer Agent in their absolute discretion otherwise determine, provided such applications are received prior to the Valuation Point. Conversion requests will only be accepted where cleared funds and completed documents are in place from original subscriptions.

A conversion request will be treated as a redemption request in respect of the Shares in the Original Sub-Fund and as a subscription application request in respect of Shares of the New Sub-Fund. Exchange fees, if any, will be disclosed in the “*Fees and Expenses*” section with the maximum exchange fee that may be charged being up to 5% of the Net Asset Value per Share, such fee if any can be waived partially or totally by the Directors.

Where a conversion request would result in a Shareholder holding a number of Shares of either the Original Sub-Fund or the New Sub-Fund which is less than the Minimum Holding for the relevant Sub-Fund, the Manager or Registrar and Transfer Agent may, at their discretion, convert the whole of the holding in the Original Sub-Fund to Shares in the New Sub-Fund or refuse to effect any conversion from the Original Sub-Fund.

Fractions of Shares which shall not be less than 0.01 of a Share, may be issued by the Company on conversion where the value of Shares converted from the Original Sub-Fund are not sufficient to purchase an integral number of Shares in the New Sub-Fund and any balance representing less than 0.01 of a Share will be retained by the Company in order to meet any administration costs.

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

$$S = \frac{(R \times NAV \times ER) - F}{SP}$$

where

S is the number of Shares of the New Sub-Fund to be allotted.

R is the number of Shares in the Original Sub-Fund to be redeemed.

NAV is the Net Asset Value per Share of the Original Sub-Fund at the Valuation Point on the relevant Valuation Day.

ER is the currency conversion factor (if any) as determined by the Administrator.

F is the conversion charge (if any) of up to 5% of the Net Asset Value of the Shares to be issued in the New Fund.

SP is the Net Asset Value per Share of the New Sub-Fund at the Valuation Point on the relevant Valuation Day.

Withdrawal of Conversion Requests

Conversion requests may not be withdrawn save with the written consent of the Manager or Registrar and Transfer Agent or in the event of a suspension of calculation of the Net Asset Value of the Sub-Funds in respect of which the conversion request was made.

TRANSFER OF SHARES

Transfers of Shares must be effected by transfer in writing to the Registrar and Transfer Agent at the address provided in the "Subscriptions" section, in any usual or common form or in any other form approved by the Directors from time to time. Every form of transfer must state the full name and address of each of the transferor and the transferee and must be signed by or on behalf of the transferor. The Directors or their delegate may decline to register any transfer of Shares unless the transfer form is deposited at the registered office of the Company, or such other place as the Directors may reasonably require, accompanied by such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and to determine the identity of the transferee. The transferor shall be deemed to remain the holder of the Shares until the name of the transferee is entered in the register of Shareholders. A transfer of Shares will not be registered unless the transferee, if not an existing Shareholder, has completed a Subscription Application Form with respect to the relevant Shares to the satisfaction of the Directors and all anti-money laundering documentation has been received by the Registrar and Transfer Agent. The Directors may also, at their absolute discretion, decline to register a transfer which would result in either the transferee holding Shares with a Net Asset Value less than the Minimum Initial Subscription, or the transferor holding Shares with a Net Asset Value less than the Minimum Holding for the relevant Class.

Shares are freely transferable except that the Directors may decline to register a transfer of Shares (a) if the transfer is in breach of US securities laws; (b) if in the opinion of the Directors the transfer would be unlawful or result or be likely to result in any adverse regulatory, legal, pecuniary or tax consequences or material administrative disadvantage for the Company, the relevant Sub-Fund or the Shareholders as a whole; (c) in the absence of satisfactory evidence of the transferee's identity; or (d) where the Company is required to redeem appropriate or cancel such number of Shares as are required to meet the appropriate tax of the Shareholder on such transfer. A proposed transferee may be required to provide such representations, warranties or documentation as the Directors may require in relation to the above matters.

The Company, or the Administrator or Registrar and Transfer Agent, will charge the transferor for any cost or expense incurred in making any transfer.

The Company will not knowingly transfer Shares to or on behalf of a US Person.

TEMPORARY SUSPENSION OF DEALINGS

The Company may at any time and from time to time temporarily suspend the determination of the Net Asset Value of, the issue, redemption, transfer or conversion of and the payment of redemption proceeds in respect of Shares of any Class if, in the determination of the Directors:

- (a) one or more stock exchanges or markets, which provide the basis for valuing a substantial portion of the assets of a Sub-Fund, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of a Sub-Fund are denominated, are closed otherwise than for ordinary holidays or if dealings therein are restricted or suspended;
- (b) a substantial proportion of the assets of a Sub-Fund is invested in or exposed to an index, strategy or other Reference Asset, and the Reference Asset sponsor or other relevant person fails to calculate or publish the relevant index, strategy or other Reference Asset;
- (c) a hedging disruption has occurred such that the Company and/or any of its agents is unable to, after using commercially reasonable efforts, or may incur a materially increased amount of tax, duty, expense or fee in order to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of a Sub-Fund issuing and performing its obligations with respect to the Shares, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s);
- (d) as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the Directors, disposal of the assets of a Sub-Fund is not reasonably or normally practicable without being materially detrimental to the interests of the Shareholders;
- (e) in the case of a breakdown in the normal means of communication used for the valuation of any investment of a Sub-Fund or if, for any reason beyond the responsibility of the Directors, the value of any asset of a Sub-Fund may not be determined as rapidly and accurately as required;
- (f) as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of a Class or Sub-Fund are rendered impracticable or if purchases and sales of the assets of a Sub-Fund cannot be effected at normal rates of exchange; the net asset value of one or more investment funds in which any Sub-Fund has invested and when the value of assets of the investment fund(s) which represent a significant part of the assets of any Class cannot be calculated with accuracy with the effect that the net asset value of such investment fund(s) does not reflect the true market value of the investment fund(s);
- (g) a resolution calling for the liquidation, dissolution or merger of the relevant Sub-Fund has been proposed;
- (h) on the occurrence of any market disruption event in respect of a Sub-Fund, as such term may be used in the Relevant Supplement; or
- (i) any period when the Directors determine it is in the best interests of Shareholders to do so.

Notice of any such suspension shall be published by the Company at its registered office and in such newspapers and through such other media, if any, as the Directors may from time to time determine, and shall be transmitted immediately to the Central Bank and the relevant Shareholders. Shareholders who have requested the issue or redemption of such Shares will have their subscription or redemption request dealt with on the first Valuation Day after the suspension has been lifted unless the application or redemption requests have been withdrawn prior to the lifting of the suspension. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

TERMINATION OF SUB-FUNDS OR CLASSES

The Company is established for an unlimited period and may have unlimited assets in its Sub-Funds. However, the Company may (but is not obliged to) redeem all of the Shares of such Sub-Fund or Class in issue if:

- (a) the Shareholders in that Sub-Fund or Class pass a special resolution providing for such redemption at a general meeting of the holders of the Shares of that Sub-Fund or Class;
- (b) the redemption of the Shares in that Sub-Fund or Class is approved by a resolution in writing signed by all of the holders of the Shares in that Sub-Fund or Class;
- (c) the Net Asset Value of any other Sub-Fund does not exceed or falls below the Base Currency equivalent of €5 million (or such other amount as may be approved by the Directors in respect of any Sub-Fund and stated in the Relevant Supplement);
- (d) the Directors deem it appropriate because of adverse political, economic, fiscal or regulatory changes affecting the relevant Sub-Fund or Class;
- (e) the appointment of any sub-investment manager in respect of a Sub-Fund is terminated without the appointment of a replacement acceptable to the Directors; or
- (f) for such other reason in respect of a Sub-Fund as may be specified in the Relevant Supplement.

If the Depositary has given notice of its intention to retire and no new custodian acceptable to the Central Bank has been appointed within ninety (90) days of such notice, the Company shall apply to the Central Bank for revocation of its authorisation and shall redeem all of the Shares of any Series or Class then in issue.

In each such case, the Shares of the relevant Sub-Fund or Class shall be redeemed after giving not less than two (2) week's but no more than six (6) months' prior notice to all holders of such Shares. The Shares will be redeemed at the Net Asset Value per Share on the relevant Valuation Day less such sums as the Company in its discretion may from time to time determine as an appropriate provision for Duties and Charges in relation to the estimated realisation costs of the assets of the relevant Sub-Fund and in relation to the redemption and cancellation of the Shares to be redeemed.

Unamortised establishment and organisational expenses shall be borne by the Company or Sub-Fund as applicable.

MANAGEMENT AND ADMINISTRATION

THE DIRECTORS AND SECRETARY

The Directors are responsible for managing the business affairs of the Company. The Directors have delegated certain of their duties and powers to the Manager which has in turn delegated (a) the administration of the Company's affairs, including responsibility for the preparation and maintenance of the Company's records and accounts and related fund accounting matters (including the calculation of the Net Asset Value per Share) to the Administrator, (b) certain investment management and advisory functions to the sub-investment manager(s) (if any), and (c) Shareholder registration and transfer agency services to the Administrator or Registrar and Transfer Agent. The marketing, distribution and sale of Shares may be delegated by the Directors to the Distributor, together with the power for the Distributor to sub-delegate these responsibilities to such companies or persons as it may from time to time determine in accordance with the requirements of the Central Bank. The Directors have entrusted the safekeeping of the Company's assets to the Depositary.

The Directors are listed below with their principal occupations. None of the Directors has entered into an employment or service contract with the Company nor is any such contract proposed. Consequently, the Directors are all non-executive Directors. The Company 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 in relation to the Company. The Articles do not stipulate a retirement age for Directors, nor do they provide for retirement of Directors by rotation. However, the Directors may be removed by the Shareholders by ordinary resolution in accordance with the procedures established under the Irish Companies Acts. The address of the Directors is the registered office of the Company.

Mr. Bryan Tiernan, Irish resident, currently serves as a full time specialist independent director to a number of Irish domiciled investment funds. He has worked as an independent director and also as a senior consultant with KB Associates from July 2014 to December 2015. Mr. Tiernan has been active in the funds industry since 2001. Prior to joining KB Associates, Mr. Tiernan was Managing Director of Lyxor Asset Management (Ireland) Limited since October 2009. Mr. Tiernan has held numerous management roles and directorships within several Société Générale Asset Management and Russell Investments Companies and Funds in Ireland. Mr. Tiernan began his career with Société Générale Asset Management in 2001 as company accountant of SG/Russell Asset Management Limited and Lyxor Asset Management (Ireland) Limited (formerly SGAM (Ireland) Limited). In 2004, Mr. Tiernan became financial controller of both entities. Mr. Tiernan is a Certified Investment Fund Director (CIFD) and Chartered Alternative Investment Analyst (CAIA) Charter holder. He also holds a degree of Bachelor of Business Studies (Hons) from Dublin City University and is a fellow of the Association of Chartered Certified Accountants.

Mr. Vincent Dodd, Irish resident, has over 24 years' experience in fund management, fund administration and private banking. Since 2003 he has acted as an advisor and independent director to a number of Irish and IFSC financial entities, UCITS, and exchange listed mutual funds. Mr Dodd established and was appointed Head of Private Banking at KBC Bank Ireland from 1997 to 2003. Before joining KBC bank, he was Head of Business Development at Bank of Ireland Securities Services, the custody and fund administration arm of the Bank of Ireland. From 1993 to 1997 he was a senior manager in the Private Clients Group of the Investment Bank of Ireland prior to joining Bank of Ireland Securities Services. Mr Dodd received his BA in Economics and Politics from University College Dublin in 1986 and his DBA in Corporate Finance and Business Administration in 1987 from Queens University Belfast. Mr Dodd is a member of the Institute of Directors. In 2010 Mr Dodd completed the postgraduate diploma in Corporate Governance awarded by the Smurfit Business School of University College.

Mr. Moez Bousarsar, French resident, is currently the Sales Director EMEA, Alternative Assets at Amundi Asset Management. He joined Lyxor Asset Management in 2004 as a senior hedge fund analyst for event driven and long/short equity strategies. He was then appointed Head of Event Driven Strategies in 2013. Prior to joining Lyxor Asset Management, he worked as a front office business analyst at 3S Consulting. Mr Bousarsar is a graduate of the University Paris VI.

Mr. Colm Callaly, Irish resident, is currently Head of Legal Ireland at Amundi Ireland Ltd. (since July

2017). Mr. Callaly joined Pioneer Investments in April 1999 as Head of Legal and Compliance, International (1999-2007). Then, Mr. Callaly served as Chief Administrative Officer, International (2007-2009), as General Counsel, International (2009-2013) and as Head of Legal Europe and LatAm (2013-2017). Before joining Pioneer Investments, Mr. Callaly was Legal Manager and Company Secretary at Eagle Star European Life Assurance Company Ltd and Eagle Star International Services Ltd. From 1996 to 1998, Mr. Callaly was European Legal Services Manager at Threadneedle Asset Management, Luxembourg before closure of the Threadneedle Luxembourg office and his relocation within the group to Eagle Star in Ireland. From 1993 to 1996, Mr. Callaly was Legal Counsel at COPEX GmbH. From 1989 to 1993, Mr. Callaly was Legal/Tax Associate at KPMG, Dublin. Mr. Callaly is a Barrister-at-law (BL) in Ireland, and an Attorney-at-Law in New York. Mr. Callaly received a Bachelor of Civil Law (BCL) from University College Dublin in 1989 and a Diploma in Investment Compliance from the Chartered Institute of Securities and Investment.

Mr. Declan Murray, Irish resident, is currently Director of Management Company Services at Amundi Ireland Ltd. (since 2020). Mr. Murray joined Pioneer Alternative Investment Management Ltd in 1999 as Chief Operating Officer. Then, Mr. Murray served as Global Business Manager – Investments at Pioneer Global Investment Ltd (2012-2017) and as Global COO – Investment Division (2017-2020) at Amundi Ireland Ltd. Before joining Pioneer Alternative Investment Management Ltd, Mr. Murray was Equity Product Accountant – Equity Broking and Trading (1996-1997), Manager - Emerging Market High Yield Projects (1997-1998) and Manager – Global High Yield & Structured Assets Group Product Control at ING Barings, London. From 1991 to 1995, Mr. Murray was Management Accountant, then Investment Services Accountant at Eagle Star Life Assurance Company of Ireland, Dublin. From 1987 to 1991, Mr. Murray was Financial Accountant at Ernst & Young. Mr. Murray is FCA authorized from the Institute of Chartered Accountants Ireland since 1991, and received a diploma in Corporate Governance from the UCD Michael Smurfit Business School in 2008.

Mr. John O'Toole, Irish resident, is currently Global Head of Multi-Asset Fund Solutions at Amundi Ireland Ltd (since 2010). Mr. O'Toole joined Pioneer Investments in April 2005 as Global Head of Fund Research & Manager Selection. Before joining Pioneer Investments, Mr. O'Toole served as Senior Portfolio Manager at IKANO Advisory Management (2000-2005). From 1997 to 2000, Mr. O'Toole was Fixed Income Portfolio Manager, then Manager of Fixed Income Investment Products at Coutts & Co. From 1995 to 1997, Mr. O'Toole was Fixed Income Portfolio Manager at Legal & General Investment Management. From 1993 to 1995, Mr. O'Toole was Group Treasury Dealer – Capital Markets at Legal & General Group Plc. From 1991 to 1993, Mr. O'Toole was Treasury Dealer at Hunting Plc. Mr. O'Toole holds the Pension Trustee Training Certificate from Mercer Ireland since 2012, the Chartered Financial Analyst designation from the CFA Institute (USA) since 2004, and the Investment Management Certificate from the Institute of Investment Management and Research (UK) since 1996. Mr. O'Toole received a MCT Diploma from the Association of Corporate Treasurers (UK) in 1994. Mr. O'Toole holds a MA, Economics & Business Studies from Trinity College Dublin since 1989.

Mr. Paul Weber, Irish resident, is currently Head of Fund Research & Manager Selection, Multi-Asset Fund Solutions at Amundi Ireland Ltd (since 2018). Mr. Weber joined Pioneer Investments in April 2002 as Portfolio Analyst (2002-2004), and then served as Fund Research Analyst, Multi-Asset Fund Solutions (2004-2012) and as Head of Fund Research & Manager Selection, Multi-Asset Fund Solutions (2012-2018). Before joining Pioneer Investments, Mr. Weber was Portfolio Analyst at AIB Govett Investments, London from 1999 to 2002. Mr. Weber holds a MA in Finance from Trinity College Dublin since 2004, and the Investment Management Certificate from the Institute of Investment Management & Research (UK) since 2000. Mr. Weber received an Advanced Diploma in Business Studies from Dublin Institute of Technology in 1998, a BSc in Management from Trinity College Dublin in 1998 and a Postgraduate Diploma in Financial Services from the Institute of Commercial Management (UK) in 1999.

Matsack Trust Limited is the company secretary of the Company.

THE MANAGER

The manager of the Company is Amundi Asset Management. The Manager is responsible for the day to day management, administration and investment management of the Company.

Amundi Asset Management is incorporated as a *société par actions simplifiée* under the laws of France with its registered office at 91-93, boulevard Pasteur 75015 Paris, France.

The Manager is licensed as a portfolio manager (*société de gestion de portefeuille*) with the Autorité des Marchés Financiers under the licence number GP 04000036. The Manager has assets under management of over €1,811 billion as at 30 September 2021.

In addition to managing the Company, the Manager manages a number of other collective investment schemes.

Under the Management Agreement, the Manager will provide or procure the provision of management, administration, accounting, registration, transfer agency, distribution, investment management or advisory and shareholder services to or for the benefit of the Company.

The Management Agreement should continue in force until terminated by either the Company or the Manager at any time upon ninety 90 days' prior written notice to the other party or until terminated by the Company forthwith by notice in writing to the Manager in the event that a Force Majeure Event as defined in clause 11 of the Management Agreement continues for longer than fourteen 14 days or until terminated by either the Company or the Manager at any time forthwith by notice in writing to the other party to the Management Agreement if such other party ("Defaulting Party") shall at any time during the continuance of the Management Agreement:

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

Under the Management Agreement, neither the Manager nor any of its directors, officers, employees or agents is liable for any loss or damage arising directly or indirectly out of or in connection with the performance by the Manager of its obligations and duties unless such loss or damage arises out of or in connection with the negligence, wilful default, fraud or bad faith of or by the Manager or any of its delegates in the performance of its duties. In no circumstances shall any party to the Management Agreement be liable for special, indirect, consequential, punitive or exemplary damages, or for lost profits or loss of business, arising out of or in connection to the performance or non-performance of its duties, or the exercise of its powers, under the Management Agreement. In addition, the Company has agreed to indemnify and keep indemnified and hold harmless the Manager (and each of its directors, officers, employees and agents) from and against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses (including legal and professional fees and expenses arising there from or incidental thereto) which may be made or brought against or directly or indirectly suffered or incurred by the Manager (or any of its directors, officers, employees or agents) arising out of or in

connection with the performance of its obligations and duties under the Management Agreement in the absence of any negligence, wilful default, fraud or bad faith of or by the Manager or any of its delegates in the performance of its duties under the Management Agreement or as otherwise may be required by law.

The directors of the Manager are Valérie Baudson, Pascal Blanque Fathi Jerfel, Guillaume Lesage, Dominique Carrel-Billiard, Bernard de Wit, François Veverka and Jean-Michel Berling.

The Manager may from time to time, with the prior approval of the Central Bank, appoint sub-investment managers in respect any particular Sub-Fund. Details of any such appointment may be obtained, on request, from the Manager, may be disclosed in the Relevant Supplement and will be included in the periodic reports of the Company. The fees and any out-of-pocket expenses payable to such sub-investment manager(s) shall be met by the Manager and shall not be payable by the Company. Should the appointment of a sub-investment manager in respect of a Sub-Fund be terminated for any reason, investors should note that one likely outcome would be the termination of the relevant Sub-Fund. The Manager shall not be responsible or liable for any acts or omissions of any sub-investment managers unless otherwise agreed in the relevant delegation agreement provided that the Manager has exercised all reasonable care in the selection and appointment of such sub-investment managers.

REMUNERATION POLICIES AND PRACTICES

The Manager is subject to remuneration policies, procedures and practices (together, the “Remuneration Policy”). The Remuneration Policy is consistent with and promotes sound and effective risk management. It is designed not to encourage risk-taking which is inconsistent with the risk profile of the Sub-Funds. The Remuneration Policy is in line with the business strategy, objectives, values and interests of the Manager and the Sub-Funds, and includes measures to avoid conflicts of interest. The Remuneration Policy applies to staff whose professional activities have a material impact on the risk profile of the Sub-Funds, and ensures that no individual will be involved in determining or approving their own remuneration. The Remuneration Policy will be reviewed annually.

Details of the up-to-date Remuneration Policy, including a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits, including the composition of the remuneration committee (if any), are available via: <https://about.amundi.com/Metanav-Footer/Footer/Quick-Links/Legal-documentation>. The Remuneration Policy summary will be made available for inspection and a paper copy may be obtained, free of charge, at the registered office of the Registrar and Transfer Agent.

THE ADMINISTRATOR

The Manager has appointed SS&C Financial Services (Ireland) Limited to act as administrator to the Company.

The Administrator was incorporated in Ireland on 18 May 2007 as a private limited company and is regulated by the Central Bank to provide administration services to collective investment schemes.

Pursuant to the Administration Agreement, the Administrator will be responsible, under the ultimate supervision of the Manager, for providing administrative services required in connection with the Company's operations including, but not limited to, the valuation of the assets of the Company, and compiling and publishing the Net Asset Value of all share classes of the Company.

The Administrator shall only be liable for actions or omissions giving rise to a claim that have resulted primarily from the fraud, negligence, wilful misconduct or material breach of the Administration Agreement by the Administrator, its officers, directors, members, shareholders, employees, affiliates or agents, or any of their successors and assigns (each an “Indemnified Party” and collectively the “Indemnified Parties”), in connection with the performance of its duties and obligations under the Administration Agreement.

The Manager and the Company have agreed to indemnify and hold harmless the Indemnified Parties and each of them from and against any or all losses, claims, judgments, liabilities, costs, expenses (including without limitation, reasonable attorney's fees which they or any of them may suffer, incur or

be subject to in consequence of the Administration Agreement or as a result of the performance of the functions and services provided for under the Administration Agreement or as a result of the performance of any functions and services delegated or subcontracted in accordance with the Administration Agreement and amounts paid in settlement (provided such settlement was approved by the ICAV in writing). An Indemnified Party shall not be indemnified for any such losses which arise primarily as a result of its fraud, negligence, wilful default, material breach of the Administration Agreement in connection with the performance of its duties and obligations thereunder.

The Manager may, in its sole discretion, terminate the Administration Agreement as at the close of business on any Business Day upon at least ninety (90) calendar days' prior written notice to the Administrator, provided however, if the Manager terminates the Administration Agreement within the initial twelve (12) months period (other than for material breach) the Manager or the Company may be obliged to pay the remainder of the annual minimum fee due to the Administrator for the remainder of the initial twelve (12) months period. If it is determined by the Manager that the Administrator (i) is in material breach of the Administration Agreement and has failed to cure such breach within thirty (30) calendar days of being requested to remedy it or made a material misrepresentation hereunder, or (ii) is performing or has performed an illegal act, based on the Manager and the Company obtaining an opinion of outside counsel assessing the legality of such act or contemplated act (which opinion shall be deemed determinative for the purpose of this provision), then in each case the Manager and the Company shall have the right, in their sole discretion, to terminate the Administration Agreement upon at least five (5) calendar days' prior written notice to the Administrator. The Administrator may, in its sole discretion, terminate the Administration Agreement as at the close of business on any Business Day upon at least one hundred and eighty (180) calendar days' prior written notice to the Manager and the Company; provided, however, that such notice period may be reduced with the consent of the Manager and the Company. Notwithstanding the foregoing, if it is determined by the Administrator that the Manager or the Company (i) is in material breach of the Administration Agreement and has failed to cure such breach within thirty (30) calendar days of being requested to remedy it or made a material misrepresentation hereunder, (ii) is performing or has performed an illegal act, based on the Administrator's obtaining an opinion of outside counsel assessing the legality of such act or contemplated act (which opinion shall be deemed determinative for the purpose of this provision), or (iv) is in breach of any restrictive covenants in the Administration Agreement, then in each case the Administrator shall have the right, in its sole discretion, to terminate this the Administration Agreement upon at least ten (10) calendar days' prior written notice to the Manager and the Company.

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

THE DEPOSITARY

The Company has appointed CACEIS Bank, Ireland Branch to act as depositary of the assets of the Company. CACEIS Bank, acting through its Ireland branch (CACEIS Bank, Ireland Branch), is a public limited liability company (société anonyme) incorporated under the laws of France, having its registered office located at 1-3, place Valhubert, 75013 Paris, France, registered with the French Register of Trade and Companies. It is an authorised credit institution supervised by the European Central Bank and the Autorité de contrôle prudentiel et de résolution. It is further authorised to carry out banking activities in Ireland through its Ireland branch. As at 31 December 2016, the CACEIS group had assets in excess of €2.5 trillion under custody worldwide and it employs over 3,300 people worldwide in 12 different locations.

The Depositary Agreement provides that the Depositary will be liable to the Company in respect of any loss suffered by it as a result of the Depositary's loss of a financial instrument held in custody or its negligent or intentional failure to properly fulfil its obligations under UCITS V. The Company, out of the assets of the relevant Sub-Fund, shall indemnify the Depositary and each of its directors, officers, servants, employees and agents against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including legal and professional fees and expenses) which may be brought against,

suffered or incurred by the Depositary other than as a result of the Depositary's loss of a financial instrument held in custody or its negligent or intentional failure to properly fulfil its obligations under UCITS V.

The Depositary Agreement provides that the appointment of the Depositary will continue unless and until terminated by either party giving to the other not less than three (3) months' written notice although in certain circumstances the Depositary Agreement may be terminated by either party provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by the Central Bank has been appointed and provided further that, if within a period of three (months) from the date on which the Depositary notifies the Company of its desire to retire or the appointment of the Depositary is terminated pursuant to the terms of the Depositary Agreement, no replacement Depositary shall have been appointed, the Company shall serve notice on all Shareholders of its intention to convene an extraordinary general meeting at which an ordinary resolution to wind up the Company will be considered in order to repurchase all Shares either a liquidator be appointed or an application for the winding-up of the Company be made. The Depositary's appointment shall terminate following the occurrence of such repurchase and the revocation of the authorisation of the Company.

Pursuant to the Depositary Agreement, the Depositary will provide safekeeping for the Company's assets in accordance with the UCITS Regulations and will collect any income arising on such assets on the Company's behalf. The Depositary may delegate the performance of its safekeeping duties to third parties (hereinafter referred to as "Sub-custodians") in accordance with the requirements of UCITS V provided that (i) the safekeeping duties are not delegated with the intention of avoiding the requirements of UCITS V (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 the appointment of any Sub-custodian and continues to exercise all due skill, care and diligence in the periodic review and on-going monitoring of any Sub-custodian to which it has delegated parts of its safekeeping duties and of the arrangements of the Sub-custodian in respect of the matters delegated to it. The list of the entities to whom safekeeping of the Company's assets have been sub-delegated as at the date of this Prospectus is set out in Annex II, and any updates to the list are available via the website: www.caceis.com/en/regulatory-watch/ucits-v/overview.html or such other website as may be notified by the Depositary to the Company from time to time and notified to the Shareholders or made available to investors upon request.

In addition, the Depositary has the following main duties, which may not be delegated:

- (i) it must ensure that the sale, issue, repurchase, redemption and cancellation of Shares is carried out in accordance with the UCITS Regulations and the Articles;
- (ii) it must ensure that the value of the Shares is calculated in accordance with the UCITS Regulations and the Articles;
- (iii) it must carry out the instructions of the Manager unless such instructions conflict with the UCITS Regulations or the Articles;
- (iv) it must ensure that in transactions involving the Company's assets or the assets of any Sub-Fund that any payment in respect of same is remitted to the relevant Sub-Fund(s) within the usual time limits;
- (v) it must ensure that the income of the Company or of any Sub-Fund(s) is applied in accordance with the UCITS Regulations and the Articles;
- (vi) it must enquire into the conduct of the Company in each accounting period and report thereon to Shareholders; and
- (vii) it must ensure that the Company's cash flows are properly monitored in accordance with the UCITS Regulations.

As part of the normal course of global custody business, the Depositary may from time to time have entered into arrangements with other clients, funds or other third parties for the provision of safekeeping and related services. Within a multi-service banking group such as CACEIS Group, from time to time

conflicts may arise between the Depositary and its safekeeping delegates, for example, where an appointed delegate is an affiliated group company and is providing a product or service to a fund and has a financial or business interest in such product or service or where an appointed delegate is an affiliated group company which receives remuneration for other related custodial products or services it provides to the funds, for instance foreign exchange, securities lending, pricing or valuation services. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will at all times have regard to its obligations under applicable laws including UCITS V.

Up-to-date information in relation to the Depositary, its duties, the safe-keeping functions delegated by the Depositary, the list of delegates and sub-delegates to whom safe-keeping functions have been delegated and any relevant conflicts of interest that may arise will be made available to Shareholders upon request to the Manager.

THE REGISTRAR AND TRANSFER AGENT

The Manager has appointed CACEIS Ireland Limited to act as registrar and transfer agent to the Company pursuant to the Registrar and Transfer Agency Agreement. The Registrar and Transfer Agent was incorporated in Ireland as a private limited company on 26 May 2000 with registered number 327980 to provide administration services to collective investment schemes and is authorised by the Central Bank. The Registrar and Transfer Agent is owned by CACEIS which is a joint venture between Credit Agricole S.A. (85%) and Natixis S.A. (15%). The Registrar and Transfer Agent is engaged in the provision of fund administration, accounting, registration, transfer agency and related shareholder services to collective investment schemes and investment funds.

During the continuance of its appointment, the Registrar and Transfer Agent shall, subject to the overall supervision and direction of the Manager, be responsible for providing registrar and transfer agency services required in connection with the Company's operations including, but not limited to, shareholder registration, maintaining the Company's share register, processing subscriptions, exchanges, transfers and redemptions, and arranging for payments to Shareholders (or to their order) of dividends and other distributions, if any, declared by the Company.

The Registrar and Transfer Agency Agreement can be terminated by either party upon not less than ninety (90) days' notice in writing or immediately if either party (i) commits any breach of its obligations under the Registrar and Transfer Agency Agreement and shall fail within fourteen (14) days' of receipt of notice served by the non-defaulting party requiring it to do so to cease such breach; (ii) becomes no longer permitted to perform its obligations under the Registrar and Transfer Agency Agreement pursuant to applicable law; (iii) an examiner, liquidator or receiver to any other party or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction.

Neither the Manager nor the Registrar and Transfer Agent shall be liable to each other for any loss, damage, cost or expense suffered by them in connection with the performance by the Manager or the Registrar and Transfer Agent (or their employees, delegates or agents) of their obligations under the Registrar and Transfer Agency Agreement unless such loss, damage, cost or expense results from negligence, wilful default, fraud or bad faith on the Manager or the Registrar and Transfer Agent (or its employees, delegates or agents) in the performance of, or from reckless disregard by the Manager or the Registrar and Transfer Agent (or its employees, delegates or agents) of its duties and obligations under the Registrar and Transfer Agency Agreement. Under no circumstances shall the Manager or the Registrar and Transfer Agent (or its employees, delegates or agents) be liable for any consequential or indirect loss, damage, cost or expense suffered by one another.

THE DISTRIBUTOR

The Company has appointed the Manager as global distributor of the Shares. Please see "*The Manager*" section above for further information in relation to the Distributor.

TAXATION

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

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

Taxation of the Company

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

The Company will be obliged to account for Irish tax to the Irish Revenue Commissioners if Shares are held by non-exempt Irish resident Shareholders (and in certain other circumstances), as described below. Explanations of the terms 'resident' and 'ordinarily resident' are set out at the end of this summary.

Taxation of non-Irish Shareholders

Where a Shareholder is not resident (or ordinarily resident) in Ireland for Irish tax purposes, the Company will not deduct any Irish tax in respect of the Shareholder's Shares once a declaration has been received by the Company confirming the Shareholder's non-resident status. The Declaration may be provided by an Intermediary who holds Shares on behalf of investors who are not resident (or ordinarily resident) in Ireland, provided that, to the best of the Intermediary's knowledge, the investors are not resident (or ordinarily resident) in Ireland.

If this declaration is not received by the Company, the Company will deduct Irish tax in respect of the Shareholder's Shares as if the Shareholder was a non-exempt Irish resident Shareholder (see below). The Company will also deduct Irish tax if the Company has information which reasonably suggests that a Shareholder's declaration is incorrect. A Shareholder will generally have no entitlement to recover such Irish tax, unless the Shareholder is a company and holds the Shares through an Irish branch and in certain other limited circumstances. The Company must be informed if a Shareholder becomes Irish tax resident.

Generally, Shareholders who are not Irish tax resident will have no other Irish tax liability with respect to their Shares. However, if a Shareholder is a company which holds its Shares through an Irish branch or agency, the Shareholder may be liable to Irish corporation tax in respect of profits and gains arising in respect of the Shares (on a self-assessment basis).

Taxation of exempt Irish Shareholders

Where a Shareholder is resident (or ordinarily resident) in Ireland for Irish tax purposes and falls within any of the categories listed in section 739D(6) Taxes Consolidation Act of Ireland ("TCA"), the Company will not deduct Irish tax in respect of the Shareholder's Shares once a declaration has been received by the Company confirming the Shareholder's exempt status.

The categories listed in section 739D(6) TCA can be summarised as follows:

1. Pension schemes (within the meaning of section 774, section 784 or section 785 TCA).
2. Companies carrying on life assurance business (within the meaning of section 706 TCA).
3. Investment undertakings (within the meaning of section 739B TCA).

4. Special investment schemes (within the meaning of section 737 TCA).
5. Investment limited partnerships (within the meaning of section 739J TCA).
6. Unauthorised unit trust schemes (to which section 731(5)(a) TCA applies).
7. Charities (within the meaning of section 739D(6)(f)(i) TCA).
8. Qualifying managing companies (within the meaning of section 734(1) TCA).
9. Specified companies (within the meaning of section 734(1) TCA).
10. Qualifying fund and savings managers (within the meaning of section 739D(6)(h) TCA).
11. Personal Retirement Savings Account (PRSA) administrators (within the meaning of section 739D(6)(i) TCA).
12. Irish credit unions (within the meaning of section 2 of the Credit Union Act 1997).
13. The National Asset Management Agency.
14. The National Treasury Management Agency or a Fund Investment Vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014) of which the Minister for Finance is the sole beneficial owner, or Ireland acting through the National Treasury Management Agency.
15. The Motor Insurers' Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurers Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018).
16. Qualifying companies (within the meaning of section 110 TCA).
17. Any other person resident in Ireland who is permitted (whether by legislation or by the express concession of the Irish Revenue Commissioners) to hold Shares in the Company without requiring the Company to deduct or account for Irish tax.

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

If this declaration is not received by the Company in respect of a Shareholder, the Company will deduct Irish tax in respect of the Shareholder's Shares as if the Shareholder was a non-exempt Irish resident Shareholder (see below). A Shareholder will generally have no entitlement to recover such Irish tax, unless the Shareholder is a company within the charge to Irish corporation tax and in certain other limited circumstances.

Taxation of other Irish Shareholders

Where a Shareholder is resident (or ordinarily resident) in Ireland for Irish tax purposes and is not an 'exempt' Shareholder (see above), the Company will deduct Irish tax on distributions, redemptions and transfers and, additionally, on 'eight anniversary' events, as described below.

Distributions by the Company

If the Company pays a distribution to a non-exempt Irish resident Shareholder, the Company will deduct Irish tax from the distribution. The amount of Irish tax deducted will be:

1. 25% of the distribution, where the distributions are paid to a Shareholder who is a company which has made the appropriate declaration for the 25% rate to apply; and
2. 41% of the distribution, in all other cases.

The Company will pay this deducted tax to the Irish Revenue Commissioners.

Generally, a Shareholder will have no further Irish tax liability in respect of the distribution. However, if the Shareholder is a company for which the distribution is a trading receipt, the gross distribution (including the Irish tax deducted) will form part of its taxable income for self-assessment purposes and the Shareholder may set off the deducted tax against its corporation tax liability.

Redemptions and transfers of Shares

If the Company redeems Shares held by a non-exempt Irish resident Shareholder, the Company will deduct Irish tax from the redemption payment made to the Shareholder. Similarly, if such an Irish resident Shareholder transfers (by sale or otherwise) an entitlement to Shares, the Company will account for Irish tax in respect of that transfer. The amount of Irish tax deducted or accounted for will be calculated by reference to the gain (if any) which has accrued to the Shareholder on the Shares being redeemed or transferred and will be equal to:

1. 25% of such gain, where the Shareholder is a company which has made the appropriate declaration for the 25% rate to apply; and
2. 41% of the gain, in all other cases.

The Company will pay this deducted tax to the Irish Revenue Commissioners. In the case of a transfer of Shares, to fund this Irish tax liability the Company may appropriate or cancel other Shares held by the Shareholder. This may result in further Irish tax becoming due.

Generally, a Shareholder will have no further Irish tax liability in respect of the redemption or transfer. However, if the Shareholder is a company for which the redemption or transfer payment is a trading receipt, the gross payment (including the Irish tax deducted) less the cost of acquiring the Shares will form part of its taxable income for self-assessment purposes and the Shareholder may set off the deducted tax against its corporation tax liability.

If Shares are not denominated in Euro, a Shareholder may be liable (on a self-assessment basis) to Irish capital gains taxation on any currency gain arising on the redemption or transfer of the Shares.

'Eighth Anniversary' Events

If a non-exempt Irish resident Shareholder does not dispose of Shares within eight years of acquiring them, the Shareholder will be deemed for Irish tax purposes to have disposed of the Shares on the eighth anniversary of their acquisition (and any subsequent eighth anniversary). On such deemed disposal, the Company will account for Irish tax in respect of the increase in value (if any) of those Shares over that eight year period. The amount of Irish tax accounted for will be equal to:

1. 25% of such increase in value, where the Shareholder is a company which has made the appropriate declaration for the 25% rate to apply; and
2. 41% of the increase in value, in all other cases.

The Company will pay this tax to the Irish Revenue Commissioners. To fund the Irish tax liability, the Company may appropriate or cancel Shares held by the Shareholder.

However, if less than 10% of the Shares (by value) in the relevant Sub-Fund are held by non-exempt Irish resident Shareholders, the Company may elect not to account for Irish tax on this deemed disposal. To claim this election, the Company must:

1. confirm to the Irish Revenue Commissioners, on an annual basis, that this 10% requirement is satisfied and provide the Irish Revenue Commissioners with details of any non-exempt Irish resident Shareholders (including the value of their Shares and their Irish tax reference numbers); and
2. notify any non-exempt Irish resident Shareholders that the Company is electing to claim this exemption.

If the exemption is claimed by the Company, any non-exempt Irish resident Shareholders must pay to the Irish Revenue Commissioners on a self-assessment basis the Irish tax which would otherwise have been payable by the Company on the eighth anniversary (and any subsequent eighth anniversary).

Any Irish tax paid in respect of the increase in value of Shares over the eight year period may be set off on a proportionate basis against any future Irish tax which would otherwise be payable in respect of those Shares and any excess may be recovered on an ultimate disposal of the Shares.

Share exchanges

Where a Shareholder exchanges Shares on arm's length terms for other Shares in the Company or for Shares in another Sub-Fund and no payment is received by the Shareholder, the Company will not deduct Irish tax in respect of the exchange.

Stamp Duty

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

Gift and Inheritance Tax

Irish capital acquisitions tax (at a rate of 33%) can apply to gifts or inheritances of Irish situate assets or where either the person from whom the gift or inheritance is taken is Irish domiciled, resident or ordinarily resident or the person taking the gift or inheritance is Irish resident or ordinarily resident.

The Shares could be treated as Irish situate assets because they have been issued by an Irish company. However, any gift or inheritance of Shares will be exempt from Irish gift or inheritance tax once:

1. the Shares are comprised in the gift or inheritance both at the date of the gift or inheritance and at the 'valuation date' (as defined for Irish capital acquisitions tax purposes);
2. the person from whom the gift or inheritance is taken is neither domiciled nor ordinarily resident in Ireland at the date of the disposition; and
3. the person taking the gift or inheritance is neither domiciled nor ordinarily resident in Ireland at the date of the gift or inheritance.

FATCA

Ireland has an intergovernmental agreement with the United States of America (the "IGA") in relation to FATCA, of a type commonly known as a 'model 1' agreement. Ireland has also enacted regulations to introduce the provisions of the IGA into Irish law. The Company intends to carry on its business in such a way as to ensure that it is treated as complying with FATCA, pursuant to the terms of the IGA. Unless an exemption applies, the Company shall be required to register with the US Internal Revenue Service as a 'reporting financial institution' for FATCA purposes and report information to the Irish Revenue Commissioners relating to Shareholders who, for FATCA purposes, are specified US persons, non-participating financial institutions or passive non-financial foreign entities that are controlled by specified US persons. Exemptions from the obligation to register for FATCA purposes and from the obligation to report information for FATCA purposes are available only in limited circumstances. Any information reported by the Company to the Irish Revenue Commissioners will be communicated to the US Internal

Revenue Service pursuant to the IGA. It is possible that the Irish Revenue Commissioners may also communicate this information to other tax authorities pursuant to the terms of any applicable double tax treaty, intergovernmental agreement or exchange of information regime.

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

Meaning of terms

Meaning of 'residence' for companies

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

Meaning of 'residence' for individuals

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

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

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

Meaning of 'ordinary residence' for individuals

The term 'ordinary residence' (as distinct from 'residence') relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity. An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year. An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which the individual is not resident. For example, an individual who is resident and ordinarily resident in Ireland in 2022 and departs Ireland in that year will remain ordinarily resident in Ireland up to the end of the tax year in 2025.

Meaning of 'intermediary'

An 'intermediary' means a person who:

1. carries on a business which consists of, or includes, the receipt of payments from a regulated investment undertaking resident in Ireland on behalf of other persons; or
2. holds units in such an investment undertaking on behalf of other persons.

OECD Common Reporting Standard

The automatic exchange of information regime known as the "Common Reporting Standard" developed by the Organisation for Economic Co-operation and Development applies in Ireland. Under this regime, the Company is required to report information to the Irish Revenue Commissioners relating to all Shareholders, including the identity, residence and tax identification number of Shareholders and details

as to the amount of income and sale or redemption proceeds received by Shareholders in respect of the Shares. This information may then be shared by the Irish Revenue Commissioners with tax authorities in other Member States and other jurisdictions which implement the OECD Common Reporting Standard.

The OECD Common Reporting Standard regime was adopted by the EU in Directive 2014/107/EU and Ireland has adopted the OECD Common Reporting Standard with effect from 1 January 2016.

The OECD Common Reporting Standard replaced the previous European information reporting regime in respect of savings income under Directive 2003/48/EC (commonly known as the EU Savings Directive regime), which was repealed in Ireland with effect from 1 January 2016.

Foreign Taxes

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

FEES AND EXPENSES

Investors should refer to the Relevant Supplement for specific arrangements in respect of a Sub-Fund.

Management Fees

Where disclosed in the Relevant Supplement, the Company may charge investors in a Class, a management fee out of which will be paid the fees and expenses of the Manager, any sub-investment manager, the Distributor and each of their delegates in respect of the management, investment management services and distribution services, as applicable, provided to the Company (collectively, the “Management Fee”). The Management Fee (with the exception of any performance fee payable in respect of a Sub-Fund, details of which are described under “*Performance Fees*” below) shall accrue daily and be payable quarterly in arrears.

The Management Fee shall be charged at the rates set out in the Relevant Supplement.

Performance Fees

The Manager may, for one or more Sub-Funds, charge a performance fee. If applicable, such performance fee will be described in the Relevant Supplement and will be charged at the level of the individual Classes.

Administrative Expenses Fee

The Company may charge investors in a Sub-Fund an Administrative Expenses Fee at a rate to be disclosed in the Prospectus or in the Relevant Supplement, which will be paid to the Manager, out of which will be paid the fees and expenses of the Depositary, the Administrator, the Registrar and Transfer Agent and each of their delegates or any other delegate of the Manager in respect of the performance of their duties on behalf of the Company, as well as the establishment and organisational expenses of the Sub-Fund described below under “*Establishment and Organisational Expenses*” and the miscellaneous fees and expenses in respect of or attributable to that Sub-Fund described below under “*Miscellaneous Fees, Costs and Expenses*” (collectively the “Administrative Expenses”).

The Administrative Expenses Fee shall accrue daily and be payable in arrears quarterly (each such period a “payment period”). The fees of any sub-custodian appointed by the Depositary will not exceed normal commercial rates. For the avoidance of doubt, the Administrative Expenses Fee will not include the fees and expenses described below under “*Excluded Costs and Expenses*”.

Establishment and Organisational Expenses

The Company’s and the initial Sub-Funds’ organisational expenses (including expenses relating to the preparation of the contracts to which it is a party, the cost of printing the initial Prospectus, obtaining if any a listing of Shares on Euronext Dublin, obtaining initial authorisations or registrations of any Sub-Funds with the regulatory authorities in any jurisdiction and the fees and expenses of its professional advisers) did not exceed €90,000. These expenses will be amortised over the first five (5) annual accounting periods of the Company or such other period and allocated to each of the Sub-Funds, including those established after the initial Sub-Funds, as may be determined by the Directors in their discretion.

Each subsequent Sub-Fund’s establishment and organisational expenses (including expenses relating to the negotiation and preparation of the contracts which specifically relate to such Sub-Fund, the costs of preparing and printing any supplement, simplified prospectus and/or any related marketing materials, obtaining a listing on any stock exchange, obtaining initial authorisations or registrations with the regulatory authorities in any jurisdiction and related professional advisor fees and expenses) will be amortised over the first five (5) annual accounting periods of such subsequent Sub-Fund, or such other period as may be determined by the Directors. Such amounts will not be included in and will be additional to the amount of €90,000 referred to above.

Miscellaneous Fees, Costs and Expenses

The Administrative Expenses Fee will also cover certain miscellaneous fees, costs and expenses connected with the ongoing management and operation of the Company which are attributable to the relevant Sub-Funds including, without limitation, registration, company secretarial fees, the costs of any semi-annual unrelated party verification of counterparty valuations of OTC FDI held by the relevant Sub-Funds, the costs and expenses of performing data management quality testing and control, providing reports and computing risk metrics to allow the Manager to fulfil its risk control duties, insurance premia, the costs and expenses of maintaining its books of account, including the on-going control and audit thereof, and of preparing, printing, publishing, translating and distributing (in such languages as may be necessary) prospectuses, supplements, annual and semi-annual reports and other documents or information to current and prospective Shareholders (including the costs of developing and enhancing computer software and electronic transmission techniques to distribute such documents or information), the expense of publishing price and yield information, in relevant media, the costs and expenses of obtaining and/or maintaining authorizations or registrations of any relevant Sub-Funds with the regulatory authorities in any jurisdiction, including any levy applied by the Central Bank, the cost of listing and maintaining a listing of such Sub-Funds on any stock exchange, marketing and promotional expenses, Directors' fees, the cost relating to the selection of any potential sub-investment manager, the cost of convening and holding Directors and Shareholders meetings and professional fees and expenses for legal, auditing and other consulting services, any and all expenses arising in respect of the termination or liquidation of a Sub-Fund or the Company and such other costs and expenses as may arise from time to time and which have been approved by the Directors as necessary or appropriate for the continued operation of a relevant Sub-Fund. The fees and expenses of paying agents, information agents and/or correspondent banks in connection with the registration of a Sub-Fund for sale in a jurisdiction will be at normal commercial rates.

Excluded Costs and Expenses

The Administrative Expenses Fee and the Management Fee do not include the cost of buying and selling assets, withholding tax, stamp duty or other taxes on the investments of a Sub-Fund, commissions, Directed Brokerage (as set out below) and brokerage fees incurred with respect to the Sub-Fund's investments, interest on borrowings, all bank charges including those incurred in negotiating, effecting or varying the terms of any borrowings, commissions and expenses incurred in relation to banking, any commissions charged by intermediaries in relation to an investment in the Sub-Fund, all other taxes, duties, governmental and similar charges and such proportion of the out-of-pocket expenses incurred by any service providers (other than the Manager, the Distributor, the Administrator, the Registrar and Transfer Agent, and Depositary) on behalf of the Company and such extraordinary or exceptional costs and expenses (if any) as may arise from time to time, such as material litigation in relation to the Company as may be determined by the Directors in their discretion.

Directed Brokerage

The directed broker may be paid out of the assets of a Sub-Fund for fees calculated on transaction by transaction basis at normal commercial rates and reasonable properly vouched costs and expenses directly incurred by the directed broker in providing Directed Brokerage services. Neither the Manager nor the sub-investment manager (if any) will receive any portion of the commissions charged by the directed broker in connection with the purchase and/or sale of securities for a Sub-Fund. The directed broker acting on behalf of the Sub-Fund will not recapture or retain any portion of the commissions charged by brokers or dealers in connection with the purchase and/or sale of securities for a Sub-Fund and will pay such commissions into the assets of the relevant Sub-Fund.

Sales Charges

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

Redemptions

The Articles entitle the Company to charge redeeming Shareholders in any Sub-Fund a redemption charge of up to 3% of the relevant redemption proceeds. Investors should refer to the Relevant Supplement for further information as to whether it is intended to charge a redemption charge in respect of redemptions of Shares in a Sub-Fund in which they intend to invest or in which they have invested.

Duties and Charges

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

Directors' Fees

The Directors shall be entitled to a fee as remuneration for their services at a rate to be determined from time to time by the Directors provided that the amount of remuneration payable to the Directors in any one (1) year in respect of the Company shall not exceed €15,000 or such other amount as the Directors may from time to time determine and disclose to the Shareholders in the latest annual or semi-annual report. The Directors, and any alternate Directors, shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in attending Directors or Shareholders meetings or any other meetings in connection with the business of the Company. None of the Directors have entered into a service contract with the Company nor is any such contract proposed and none of the Directors is an executive of the Company.

Miscellaneous Provisions

The expenses of each Sub-Fund of the Company are deducted from the total income of such Sub-Fund before dividends are paid. Expenses of the Company which are not directly attributable to the operation of a particular Sub-Fund are allocated among all Sub-Funds in a manner determined by the Directors. Expenses of the Company which are not directly attributable to a specific Class and which are directly attributable to a specific Sub-Fund are allocated among all Classes of such Sub-Fund in a manner determined by the Directors, acting fairly and equitably. In such cases, the expenses will normally be allocated among all Classes of such Sub-Fund pro-rata to the value of the net assets of the Sub-Fund which are attributable to those Classes. Expenses of the Company which are directly attributable to a specific Class shall be allocated to that Class.

Without prejudice to the above, the Manager or any sub-investment manager may from time to time and at their sole discretion and out of their own resources decide to share or rebate to associated companies or to some or all Shareholders or to intermediaries, part or all of the management, investment management, performance and/or distribution fees. Any such rebates to Shareholders or intermediaries may be applied in paying up additional Shares to be issued to the Shareholder. Such Shares shall be issued to the Shareholders at their Net Asset Value.

The Manager may also act as investment manager or adviser to parties other than the Company, including parties who are counterparties to OTC FDI entered into on behalf of a Sub-Fund, and may receive remuneration in respect of those services which will not be paid into the assets of the Sub-Fund. The Manager or, as the case may be, an affiliate may benefit from any exposure taken by a counterparty to OTC FDI seeking to hedge its exposure thereunder by investing in strategies or funds managed by the Manager or affiliate. Such fees will not be paid into the assets of the relevant Sub-Fund.

The Manager will at all times have regard to its obligations to the Company and/or to any agreements to which it is party or by which it is bound in relation to a Sub-Fund and, in particular, but without limitation to its obligations to act in the best interests of the Shareholders when undertaking any investments where conflicts of interest may arise and will endeavour to ensure that such conflicts are resolved fairly

and, in particular, the Manager has agreed to act in a manner which it in good faith considers fair and equitable in allocating investment opportunities to the relevant Sub-Fund.

CONFLICTS OF INTEREST

The Depositary, the Administrator, the Manager, the Registrar and Transfer Agent, any sub-investment manager and the Directors (the “Interested Parties”) and their affiliates may from time to time act as promoter, manager, administrator, trustee, custodian, index sponsor, investment manager, adviser, director, FDI counterparty or distributor in relation to, or be otherwise involved in, other funds or investment funds which have similar investment objectives to those of the Company and/or in any of the Sub-Funds, or be otherwise involved in banking and investment banking including corporate finance and capital markets activities, in securities issuing, securities distribution, research and trading. It is, therefore, possible that any of them may, in the due course of their business, have potential conflicts of interests with the Company or any Sub-Fund, or a material interest or potential conflict of interest in services or transactions with or for the Company or any Sub-Fund. Each will at all times have regard in such event to its obligations under the Articles and/or any agreements to which it is party or by which it is bound in relation to the Company or any Sub-Fund and, in particular, but without limitation to its obligations to act in the best interests of the Shareholders so far as practicable, having regard to its obligations to other clients, when undertaking any investments where conflicts of interest may arise and will endeavour to ensure that such conflicts are resolved fairly and, in particular, the Manager has agreed to act in a manner which it in good faith considers fair and equitable in allocating investment opportunities to the Company.

The Interested Parties may invest in, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the Company. The Interested Parties are under no obligation to offer investment opportunities of which any of them becomes aware to the Company or to account to the Company in respect of (or share with the Company or inform the Company of) any such transaction or any benefit received by any of them from any such transaction, but will allocate any such opportunities on an equitable basis between the Company and other clients.

The relationship between the Manager and the Company and the Manager and any sub-investment manager is as described in the Management Agreement and the agreement entered into with any sub-investment manager. Neither those relationships, nor the services the Manager or any sub-investment manager provides nor any other matter, will give rise to any fiduciary or equitable duties on the Manager’s or any sub-investment manager’s part or on the part of the Manager’s or any sub-investment manager’s affiliates which would prevent or hinder the Manager or any sub-investment manager or any of their affiliates in doing business under those agreements, acting as both market maker and broker, principal and agent or in doing business with or for affiliates, connected customers or other customers or investors and generally acting as provided in the agreements.

In providing services to the Company, neither the Manager, any sub-investment manager, nor their affiliates shall be obliged to disclose to the Company or take into consideration any information, fact, matter or thing if:

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

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

Where the competent person valuing unlisted securities is an Interested Party, the fees payable by the Company which are based on Net Asset Value may increase as the value of the Company’s investments increase.

There is nothing to prevent the Directors or other Interested Parties from dealing as principal in the sale or purchase of assets to or from the Company, or to prevent the Depositary from acting as depositary and/or trustee in any other capacity for other clients, or from buying, holding and dealing in any assets for its own account or for the account of any client notwithstanding that similar or the same assets may be held or dealt in by or for the account of the Company. The Depositary shall not be deemed to be affected by notice of, or to be under any duty to disclose to the Company, information which has come into its or its associates' possession as a result of any such arrangements. Neither the Depositary nor any of its associates shall be liable to account to the Company for any profits or benefits made or derived by or in connection with any such transaction. However, any such transactions must be carried out as if effected on normal commercial terms negotiated at arm's length and in the best interest of Shareholders. Transactions will be deemed to have been effected on normal commercial terms negotiated at arm's length if: (a) a certified valuation of the transaction by a person approved by the Depositary (or, in the case of a transaction involving the Depositary, the Directors) as independent and competent is obtained; (b) execution of the transaction is on best terms on organised investment exchanges in accordance with the rules of the exchange; or (c) where (a) and (b) are not practical, the transaction is executed on terms which the Depositary is satisfied (or, in the case of a transaction involving the Depositary, on terms which the Directors are satisfied) conform to the principle of execution on normal commercial terms negotiated at arm's length and in the best interest of Shareholders. The Depositary (or the Directors in the case of a transaction involving the Depositary or an affiliate of the Depositary) shall document how it has complied with (i), (ii), or (iii) above. Where transactions are conducted in accordance with (iii), the Depositary (or the Directors in the case of a transaction involving the Depositary or an affiliate of the Depositary) shall document its rationale for being satisfied that the transaction conformed to the principles outlined in this paragraph.

A Director may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company 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. With that exception, at the date of this Prospectus no Director or any connected person of any Director has any interest, beneficial or non-beneficial, in the share capital of the Company or any material interest in the Company or in any agreement or arrangement with the Company except that one or more of the Directors may hold Subscriber Shares. The Directors shall endeavour to ensure that any conflict of interest is resolved fairly.

Mr. Moez Bousarsar, Mr. Colm Callaly, Mr. Declan Murray, Mr. John O'Toole and Mr. Paul Weber each serve as employees or officers of entities within the Amundi group.

In selecting brokers to make purchases and sales for the Company for the account of a Sub-Fund, the Manager will choose those brokers who have agreed to provide best execution to the Company. In this regard, best execution means taking all reasonable steps to obtain the best possible result for the Company, taking into account price, costs, speed, likelihood of execution and settlement, the size and nature of the order and any other considerations relevant to the execution of the order. In managing the assets of each Sub-Fund, the Manager may receive certain research and statistical and other information and assistance from brokers who may in some cases be an affiliate of the Manager or any sub-investment manager. The Manager may allocate brokerage business to brokers who have provided such research and assistance to the Company and/or other accounts for which the Manager exercises investment discretion. The benefits provided under any soft commission arrangements must assist in the provision of investment services to the Company. The Manager shall notify the Company of any soft commission arrangements and these arrangements shall be disclosed in the periodic reports, including the annual audited accounts of the Company.

In circumstances where the Manager or any sub-investment manager recaptures a portion of brokerage fees from a broker in relation to the purchase and/or sale of securities for a Sub-Fund, such rebate (less any reasonable properly vouched fees and expenses directly incurred by the Manager or the sub-investment manager in arranging such rebate and agreed with the Company) must be paid into that Sub-Fund. In such circumstances, full details of such arrangements, including fees payable to the Manager or any sub-investment manager relating to such arrangements will be disclosed to Shareholders in the latest annual or semi-annual report.

Manager's Conflict of Interest Policy

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

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

GENERAL

MEETINGS

At least one general meeting of the Company shall be held in each year as the Company's annual general meeting. At least twenty-one (21) days' notice (inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) shall be given to Shareholders. The notice shall specify the place, day and hour of the meeting and the terms of the resolutions to be proposed. A proxy may attend on behalf of any Shareholder. The voting rights attached to the Shares are set out under the heading "*Voting Rights*" in this Prospectus.

REPORTS AND ACCOUNTS

The Directors shall cause to be prepared an annual report and audited annual accounts for the Company and each Sub-Fund for the period ending on 31 December in each year. These will be forwarded to Shareholders within four (4) months of the end of the relevant accounting period end and at least twenty-one (21) days before the annual general meeting. In addition, the Directors shall cause to be prepared a half-yearly report for the period ending on 30 June in every year, which shall include unaudited half-yearly accounts for the Company and each Sub-Fund. Half-yearly accounts for each Sub-Fund will be forwarded to Shareholders in the relevant Sub-Fund within two (2) months of the end of the relevant accounting period. The annual report and the half-yearly report will be sent to Shareholders by electronic mail or other electronic means of communication, although Shareholders may also, on request, receive reports by hard copy mail.

WINDING UP

The Articles contain provisions to the following effect:

- (a) If the Company shall be wound up the liquidator shall apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.
- (b) 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 in each series of a sum in the currency in which such Shares are 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 per Shares of such Shares held by such holders respectively as at the date of commencement to wind up provided that there are sufficient assets available in the relevant Sub-Fund to enable such payment in full to be made. In the event that there are insufficient assets available in the relevant Sub-Fund to enable such payment in full to be made, no recourse shall be had to any of the assets comprised within any of the other Sub-Funds.
 - (ii) Second, in the payment to the holders of the Subscriber Shares of sums up to the nominal amount of the Subscriber Shares out of the assets of the Company not comprised within any Sub-Funds remaining after any distribution under sub-paragraph (i) above. In the event that there are insufficient assets not comprised within any Sub-Funds to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Sub-Funds.
 - (iii) Third, in the payment to the holders of each series of Shares or Class of any balance then remaining in the relevant Sub-Fund, such payment being made in proportion to the number of Shares of that series held.
 - (iv) Fourth, in the payment to the holders of the Shares of any balance then remaining and not comprised within any of the Sub-Funds, such payment being made in proportion to the number of Shares held.

- (c) If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of a special resolution and any other sanction required by the Irish Companies Acts, divide among the Shareholders in specie the whole or any part of the assets of the Company, 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 Shareholders or different classes of Shareholders. Shareholders may request that assets which are to be distributed to them in specie will be first liquidated to cash. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Shareholder shall be compelled to accept any assets in respect of which there is liability.

MATERIAL CONTRACTS

The following contracts, which are summarised in the “Management and Administration” and “Fees and Expenses” sections in this Prospectus, have been entered into and are, or may be, material:

- (a) Management Agreement, pursuant to which the Manager was appointed to provide management, investment management, advisory and distribution services to the Company;
- (b) Administration Agreement dated 26 October 2016, pursuant to which the Administrator was appointed to provide certain administration services to the Company;
- (c) Registrar and Transfer Agency Agreement dated 14 December 2020, pursuant to which the Registrar and Transfer Agent was appointed to provide registrar and transfer agency services to the Company; and
- (d) Depositary Agreement dated 18 July 2017 pursuant to which the Depositary was appointed as depositary of all of the Company’s assets.

DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at the registered office of the Registrar and Transfer Agent during normal business hours on any Valuation Day:

- The Articles of the Company.
- The UCITS Regulations and the Central Bank’s UCITS Regulations.
- The most recent audited financial statements and half-yearly reports of the Company.

In addition, the annual audited financial statements for the Company will be sent to shareholders and prospective investors on request. The Memorandum and Articles of Association of the Company and any yearly or half-yearly reports may also be obtained from the Registrar and Transfer Agent free of charge or may be inspected at the registered office of the Registrar and Transfer Agent during normal business hours on any Valuation Day.

ANNEX I - RECOGNISED MARKETS

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

With the exception of permitted investment in unlisted securities, investment will be limited to the following stock exchanges and regulated markets:

- (i) Any stock exchange or market in any Member State or in any of the following member countries of the OECD: Australia, Canada, Japan, New Zealand, Norway, Switzerland, the United Kingdom and the United States of America.
- (ii) Any of the following exchanges or markets:

Argentina	Buenos Aires Stock Exchange Cordoba Stock Exchange La Plata Stock Exchange Mendoza Stock Exchange Rosario Stock Exchange
Bahrain	Bahrain Stock Exchange
Bangladesh	Chittangong Stock Exchange Dhaka Stock Exchange
Botswana	Botswana Stock Exchange
Brazil	Bahia-Sergipe-Alagoas Stock Exchange Brasilia Stock Exchange Extremo Sul Porto Alegre Stock Exchange Minas Esperito Santo Stock Exchange Parana Curitiba Stock Exchange Pernambuco e Paraiba Recife Stock Exchange Regional Fortaleza Stock Exchange Rio de Janeiro Stock Exchange Santos Stock Exchange Sao Paulo Stock Exchange
Chile	Santiago Stock Exchange Bolsa Electronica de Chile
China	Shanghai Securities Exchange Shenzhen Stock Exchange
Colombia	Bogota Stock Exchange Medellin Stock Exchange Occidente Stock Exchange
Croatia	Zagreb Stock Exchange
Egypt	Cairo Stock Exchange Alexandria Stock Exchange
Ghana	Ghana Stock Exchange
Hong Kong	Hong Kong Stock Exchange
India	Bombay Stock Exchange Madras Stock Exchange Delhi Stock Exchange Ahmedabad Stock Exchange Bangalore Stock Exchange Cochin Stock Exchange Gauhati Stock Exchange Magadh Stock Exchange Pune Stock Exchange Hyderabad Stock Exchange

	Ludhiana Stock Exchange Uttar Pradesh Stock Exchange Calcutta Stock Exchange
Indonesia	Jakarta Stock Exchange Surabaya Stock Exchange
Israel	Tel Aviv Stock Exchange
Jordan	Amman Stock Exchange
Lebanon	Beirut Stock Exchange
Kenya	Nairobi Stock Exchange
Kazakhstan	KASE
Kuwait	Kuwait Stock Exchange
Malaysia	Kuala Lumpur Stock Exchange Bumiputra Stock Exchange
Mauritius	Stock Exchange of Mauritius
Mexico	Bolsa Mexicana de Valores
Morocco	Casablanca Stock Exchange
Nigeria	Lagos Stock Exchange Kaduna Stock Exchange Port Harcourt Stock Exchange
Oman	Muscat Securities Market
Pakistan	Karachi Stock Exchange Lahore Stock Exchange Islamabad Stock Exchange
Peru	Lima Stock Exchange
Philippines	Philippines Stock Exchange
Qatar	Doha Stock Exchange
Russia	St. Petersburg Stock Exchange Moscow International Stock Exchange Moscow Interbank Currency Exchange (Investment will only be made in equity securities)
Singapore	Singapore Stock Exchange SESDAQ
South Africa	Johannesburg Stock Exchange
Sri Lanka	Colombo Stock Exchange
South Korea	Korea Stock Exchange
Taiwan	Taiwan Stock Exchange
Thailand	Thailand Stock Exchange
Turkey	Istanbul Stock Exchange
Ukraine	Ukraine PFTS Ukrainian Stock Exchange Ukrainian Interbank Currency Exchange
Venezuela	Maricaibo Stock Exchange Caracas Stock Exchange
Zambia	Lusaka Stock Exchange

(iii)

The following exchanges or markets:

- the market organised by the members of the International Capital Market Association (formerly the International Securities Market Association);
- the market conducted by the “listed money market institutions” as described in the

Bank of England publication "The Regulations of the Wholesale Cash and OTC Derivatives Markets in Sterling, Foreign Exchange and Bullion" dated April 1988, (as amended from time to time);

- (a) NASDAQ in the United States, (b) the market in the US government securities conducted by the primary dealers regulated by the Federal Reserve Bank of New York; and (c) the over-the-counter market in the United States conducted by primary dealers and secondary dealers regulated by the Securities and Exchange Commission and the National Association of Securities Dealers and by banking institutions regulated by the US Comptroller of Currency, the Federal Reserve System or Federal Deposit Insurance Corporation;
 - the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;
 - the French Market for "Titres des Creance Negotiable" (over-the-counter market in negotiable debt instruments);
 - the UK market (i) conducted by banks and other institutions regulated by the Financial Services Authority (FSA) and subject to the Inter-Professional Conduct provisions of the FSA's Market Conduct Sourcebook and (ii) in non-investment products which are subject to the guidance contained in the "Non-Investment Products Code" drawn up by the participants in the London market, including the FSA and the Bank of England (formerly known as "The Grey Paper"); and
 - the alternative investment market in the United Kingdom regulated and operated by the London stock exchange.
- (iv) Any organised exchange or market in the European Economic Area or in the United Kingdom on which futures or options contracts are regularly traded.
- (v) Any stock exchange approved in a member state of the European Economic Area or the United Kingdom.

Financial Derivative Instruments

In the case of an investment in FDI, in any derivative market approved in a member state of the European Economic Area or in the United Kingdom and the following exchanges or markets:

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

ANNEX II – DEPOSITARY DELEGATES

NAME OF COUNTRY	SUB-CUSTODIAN
EUROPE	
BELGIUM	CACEIS BANK, PARIS
CYPRUS	HSBC SECURITIES SERVICES, HSBC BANK PLC, ATHENS
DENMARK	DANSKE BANK A/S, COPENHAGEN
FINLAND	SKANDINAVISKA ENSKILDA BANKEN, HELSINKI
FRANCE	CACEIS BANK, PARIS
GERMANY	CACEIS BANK DEUTSCHLAND, MUNICH
GREECE	HSBC SECURITIES SERVICES, HSBC BANK PLC, ATHENS
ICELAND	ARION BANK HF, REYKJAVIK
IRELAND	HSBC SECURITIES SERVICES, LONDON
ITALY	INTESA SANPAOLO SPA, MILANO
LUXEMBOURG	CLEARSTREAM BANKING, LUXEMBOURG
THE NETHERLAND	CACEIS BANK, PARIS
NORWAY	DNB BANK, ASA OSLO
PORTUGAL	BANCO SANTANDER TOTTA, LISBOA
SPAIN	SANTANDER SECURITIES SERVICES S.A.
SWEDEN	SE BANKEN, STOCKHOLM
SWITZERLAND	CACEIS BL NYON BRANCH
TURKEY	DEUTSCHE BANK A.S., ISTANBUL
UNITED KINGDOM	HSBC, LONDON
AUSTRIA	RAIFFEISEN BANK INTERNATIONAL AG, VIENNA
POLAND	BANK PEKAO S.A.
EASTERN EUROPEAN STATES	
BALTIC STATES (Estonia, Latvia, Lithuania)	UNICREDIT BANK AUSTRIA
BOSNIA	UNICREDIT BANK AUSTRIA
BULGARIA	UNICREDIT BANK AUSTRIA
CROATIA	UNICREDIT BANK AUSTRIA
ROMANIA	UNICREDIT BANK AUSTRIA
SERBIA	UNICREDIT BANK AUSTRIA
UKRAINE	UNICREDIT BANK AUSTRIA
RUSSIA	UNICREDIT BANK
SLOVENIA	UNICREDIT BANK
HUNGARY	UNICREDIT BANK
SLOVAKIA	UNICREDIT BANK
CZECH REPUBLIC	UNICREDIT BANK
AMERICAS	
BRAZIL	ITAU UNIBANCO S.A., SAO PAULO

NAME OF COUNTRY	SUB-CUSTODIAN
CANADA	CIBC MELLON, TORONTO
CHILE	BANCO DE CHILE, SANTIAGO DE CHILE
COLOMBIA	CITITRUST COLOMBIA S.A.
MEXICO	BANCO SANTANDER (MEXICO) S.A.
PERU	CITIBANK DEL PERU
USA	BROWN BROTHERS HARRIMAN, NEW YORK
ASIA	
BANGLADESH	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, DHAKA
CHINA SHANGHAI (USD)	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (CHINA) B SHARES
CHINA SHENZHEN (HKD)	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (CHINA) B SHARES
HONG KONG	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, HONG KONG
HONG KONG (A SHARES)	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, HONG KONG
INDIA	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, INDIA
INDONESIA	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, JAKARTA BRANCH
JAPAN	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, TOKYO
KOREA (SOUTH)	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SEOUL
MALAYSIA	HSBC, KUALA LUMPUR
PAKISTAN	STANDARD CHARTERED BANK, KARACHI
PHILIPPINES	HSBC, MANILLA
SINGAPORE	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SINGAPORE
SRI LANKA	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, COLOMBO
TAIWAN	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, TAIPEI
THAILAND	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, BANGKOK
VIETNAM	HSBC BANK (VIETNAM) LTD
AFRICA	
BOTSWANA	STANDARD CHARTERED BANK (BOTSWANA) LIMITED
EGYPT	CITIBANK, CAIRO
GHANA	STANDARD CHARTERED BANK, GHANA
IVORY COAST	STANDARD CHARTERED BANK, CÔTE D'IVOIRE
KENYA	STANDARD CHARTERED BANK (KENYA) LIMITED

NAME OF COUNTRY	SUB-CUSTODIAN
MOROCCO	ATTIJARIWafa Bank, Casablanca
MAURITIUS	STANDARD CHARTERED BANK (MAURITIUS) LTD
SOUTH AFRICA	JOHANNESBURG STANDARD BANK OF SOUTH AFRICA
ZIMBABWE	STANDARD CHARTERED BANK, HARARE
NIGERIA	STANBIC IBTC BANK PLC, (JOHANNESBURG STANDARD BANK OF SOUTH AFRICA USED AS REGIONAL SUB-CUSTODAN)
ZAMBIA	STANBIC BANK ZAMBIA LTD JOHANNESBURG STANDARD BANK OF SOUTH AFRICA USED AS REGIONAL SUB-CUSTODAN)
MIDDLE EAST	
ISRAEL	HAPOALIM BANK, TEL AVIV
JORDAN	STANDARD CHARTERED BANK, JORDAN
BAHRAIN	BNY MELLON, BRUSSELS
KUWAIT	BNY MELLON, BRUSSELS
LEBANON	BNY MELLON, BRUSSELS
OMAN	BNY MELLON, BRUSSELS
QATAR	BNY MELLON, BRUSSELS
UNITED ARAB EMIRATES (DUBAI-DFM/ABU DHABI-ADX) AND NASDAQ DUBAI	BNY MELLON, BRUSSELS
OCEANIA	
AUSTRALIA	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED
NEW ZEALAND	HSBC NOMINEES (NEW ZEALAND) LIMITED

The Directors of Amundi Alternative Funds plc (the “**Directors**”) listed in the Prospectus in the “*Management and Administration*” section accept responsibility for the information contained in this Supplement. 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 Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

AMUNDI SANDLER US EQUITY FUND

(A sub-fund of Amundi Alternative Funds plc, an umbrella fund with segregated liability between sub-funds authorised by the Central Bank in Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended)

29 September 2023

This Supplement forms part of the Prospectus dated 29 September 2023 (the “**Prospectus**”) in relation to Amundi Alternative Funds plc (the “**Company**”) for the purposes of the UCITS Regulations. This Supplement should be read in the context of, and together with, the Prospectus and contains information relating to the AMUNDI SANDLER US EQUITY FUND (the “**Sub-Fund**”) which is a separate sub-fund of the Company, represented by the AMUNDI SANDLER US EQUITY FUND series of shares in the Company (the “**Shares**”). Capitalized terms used in this Supplement and not defined herein shall have the meaning ascribed to them in the Prospectus.

Potential investors should consider the risk factors set out in the Prospectus and in this Supplement before investing in this Sub-Fund.

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GENERAL

Words and terms defined in the Prospectus have the same meaning in this Supplement unless otherwise stated herein.

Base Currency	US Dollars;
Business Day	A day (except Saturdays, Sundays and public holidays) on which the banks in Paris, Dublin and New York are open for normal banking business or such other day or days as may be specified by the Directors;
Dealing Deadline	10 a.m. (Irish time) on the relevant Valuation Day or such other time as the Directors may determine and notify to Shareholders in advance.
Manager	Amundi Asset Management;
Sub-Investment Manager	Sandler Capital Management;
Trading Strategy	The Amundi Sandler US Equity Strategy;
Sub-Fund	Amundi Sandler US Equity Fund;
Valuation Day	Each Business Day, or such other day or days as may be determined by the Directors and notified to Shareholders in advance provided that there shall be at least one Valuation Day every fortnight.

The circulation and distribution of this Supplement, as amended and restated from time to time, together with the Prospectus, as amended and restated from time to time, and the relevant Subscription Application Form and the offering of Shares of the Sub-Fund, may be restricted in certain jurisdictions. Persons receiving this Supplement and/or the Prospectus and/or the Subscription Application Form and/or more generally any information or documents with respect to or in connection with the Sub-Fund are required by the Manager to inform themselves of and to observe all applicable restrictions. The offer, sale or purchase of Shares of the Sub-Fund, or the distribution, circulation or possession of the Supplement and/or the Prospectus and/or the Subscription Application Form and/or any information or documents with respect to or in connection with the Sub-Fund, shall be made in compliance with all applicable laws and regulations in force in any jurisdiction in which such offer, sale or purchase of Shares of the Sub-Fund is made, or in which the distribution, circulation or possession of the Supplement and/or the Prospectus and/or the Subscription Application Form and/or any information or documents with respect to or in connection with the Sub-Fund occurs, including the obtaining of any consent, approval or permission required by such applicable laws and regulations, the satisfaction of any other formalities needing to be observed and the payment of any issuance, transfer or other taxes requiring to be paid in such jurisdiction. This Supplement and/or the Prospectus and/or the Subscription Application Form and/or more generally any information or documents with respect to or in connection with the Sub-Fund does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No person receiving in any territory a copy of this Supplement and/or the Prospectus and/or a Subscription Application Form may treat the same as constituting an invitation or offer to him nor should he, in any event, use such Subscription Application Form unless in the relevant territory such an invitation or offer could lawfully be made to him without compliance with any registration or other legal requirements.

It is the responsibility of any person wishing to take up any entitlement or to make an application hereunder to satisfy himself as to full observance of the laws of the relevant territory in connection therewith, including the obtaining of any government or other consents which may be required, the satisfaction of any other formalities needing to be observed and the payment of any issuance, transfer or other taxes requiring to be paid in such territory. No person has been authorized to give any information or make any representations, other than those contained in this Supplement and/or the Prospectus and/or the Subscription Application Form, in connection with the offering of Shares and, if given or made, such information or representations must not be relied on as having been authorized by the Manager.

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

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

Shares will only be offered outside the United States pursuant to Regulation S under the 1933 Act.

No holder of Shares will be permitted to sell, transfer or assign directly or indirectly (for example, by way of swap or other derivatives contract, participation or other similar contract or agreement) their Shares to a U.S. Person. Any such sale, transfer or assignment shall be void.

The Sub-Fund will not be registered under the United States Investment Company Act of 1940 (as amended) (the “**Investment Company Act**”). Based on interpretations of the Investment Company Act by the staff of the United States Securities and Exchange Commission relating to foreign investment companies, if the Sub-Fund restricts its beneficial owners who are U.S. Persons and does not offer or propose to offer any of its securities publicly, it will not become subject to the registration requirements

under the Investment Company Act. To ensure this requirement is maintained, the Directors and/or the Manager may require the mandatory repurchase or redemption of Shares beneficially owned by U.S. Persons.

The Volcker Rule

Recent legislative and regulatory changes in the United States are relevant to Crédit Agricole, the Sub-Fund and the Shareholders. On July 21, 2010, President Obama signed into law the Dodd-Frank Act. Section 619 of the Dodd-Frank Act and its implementing regulations (commonly known as the "**Volcker Rule**") restrict the ability of a banking entity, such as most entities within the Crédit Agricole Group, from, among other things, acquiring or retaining any equity, partnership or other ownership interest in, or sponsoring (including serving as a commodity pool operator for), a "covered fund" (which term includes certain hedge funds and private equity funds).

The Volcker Rule excludes from the definition of covered fund some foreign public funds that meet certain conditions. In order for a fund to qualify as a foreign public fund, the following requirements must be satisfied:

1. the fund must be organized or established outside of the United States (including any state, possession, or territory);
2. the ownership interests of the fund are authorized to be offered and sold to retail investors in the fund's home jurisdiction;
3. the ownership interests of the fund are sold predominantly through one or more public offerings outside the United States (sold "predominantly" outside the United States requires that, in the initial offering, 85% or more of the vehicle's interests are sold to investors that are not residents of the United States);
4. if the fund is effectively invested by retail investors;
 - a. Exchange traded fund (ETF) must be quoted on an exchange
 - b. Non-ETF must be effectively invested by retail investors with minimum investment amount less than 25,000 Euros;
5. the offering disclosure documents must be publicly available;
6. an additional condition is required for banking entities that are located in or organized under the laws of the United States with respect to the foreign public fund they sponsor: the fund's ownership interests are sold predominantly to persons other than such sponsoring United States banking entity, the foreign public fund, affiliates of the sponsoring United States banking entity and the foreign public fund, and directors and employees of such entities.

The statutory effective date of the Volcker Rule was July 21, 2012 and a banking entity, subject to certain exceptions, was required to bring its activities and investments into compliance with the Volcker Rule by the end of the conformance period, on July 21, 2015. The U.S. Federal Reserve Board has granted two one-year extensions of the conformance period for "legacy covered funds" sponsored or acquired on or before December 31, 2013, extending the conformance period for such funds to July 21, 2017.

Third party Shareholders that are themselves banking entities subject to the Volcker Rule in certain circumstances may be unable to acquire or retain ownership interests in the Sub-Fund due to the restrictions of the Volcker Rule. A fund that is not advised or sponsored by the Manager (or any other company within the Crédit Agricole Group) may not be subject to these considerations.

The Manager and its Affiliated Entities provide no assurances to Shareholders regarding the treatment of the Sub-Fund under the Volcker Rule. Shareholders should seek legal advice regarding the implications of the Volcker Rule to the investors' purchase of any Shares in the Sub-Fund.

EU Taxonomy

Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**Taxonomy Regulation**") sets out criteria to determine which economic activities qualify as environmentally sustainable at EU level.

According to the Taxonomy Regulation, an economic activity shall qualify as environmentally sustainable where that economic activity contributes substantially to one or more of the six environmental objectives defined by the Taxonomy Regulation (i.e. climate change mitigation; climate change adaptation; sustainable use and protection of water and marine resources; transition to a circular economy; pollution prevention and control; protection and restoration of biodiversity and ecosystems).

In addition, such economic activity shall not significantly harm any such environmental objectives (“do no significant harm” or “DNSH” principle) and shall be carried out in compliance with the minimum safeguards laid down in Article 18 of the Taxonomy Regulation.

In accordance with Article 7 of the Taxonomy Regulation, the Manager draws the attention of investors to the fact that the investments underlying the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

INVESTMENT OBJECTIVES AND POLICIES

Investors should note that the Sub-Fund may achieve its investment objective by investing principally in financial derivative instruments ("FDI") as described below which may be complex and sophisticated in nature. An investment in the Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Investment Objective and Policies

Investment Objective

The investment objective of the Sub-Fund is to be exposed to the Strategy during the life of the Sub-Fund. The Strategy is based on two components, being (i) a proprietary discretionary trading strategy which has been developed by the Sub-Investment Manager (the "**Trading Strategy**") and (ii) an allocation of any excess cash to liquid assets pursuant to a process defined and implemented solely by the Manager (the "**Cash Portfolio**").

The Trading Strategy's investment objective is to achieve capital appreciation across shifting economic and market environments, through both long and short positions in equities which are mainly but not exclusively listed on North American Recognised Markets. The short exposures will be achieved only through the use of FDI.

The Manager shall retain the sole responsibility for the implementation of the investment objective and policies of the Sub-Fund, based on the Trading Strategy Portfolio, as provided by the Sub-Investment Manager to the Manager, and the Cash Portfolio as determined by the Manager.

Investment Policies

The Sub-Fund is actively managed and its portfolio is not constrained by reference to any index. The Sub-Fund will seek to achieve its investment objective by providing Shareholders with a return obtained from exposing up to 100% of the Sub-Fund's net assets to the performance of the Trading Strategy. The Trading Strategy is described in greater detail below.

The Sub-Investment Manager

The Sub-Investment Manager is a New York General Partnership, whose main office is at the date hereof, at 711 Fifth Avenue, 15th Floor, New York, New York 10022, and which is regulated in the conduct of investment business in the United States of America by the Securities and Exchange Commission ("**SEC**").

Notwithstanding anything in the Prospectus to the contrary, the Sub-Investment Manager has been appointed by the Manager to determine the Trading Strategy Portfolio, for the non-exclusive benefit of the Sub-Fund. The Sub-Investment Manager has discretion to determine the Trading Strategy Portfolio which it will provide to the Manager.

The Manager will expose the Sub-Fund to the performance of the Trading Strategy:

- either directly, through the use of the instruments referenced under "Trading Strategy Investment Universe" below. In order to do so, the Manager has delegated to the Sub-Investment Manager full discretionary authority to implement the Trading Strategy Portfolio,
- or indirectly, through the use of total return swap transactions (as set out in more detail under "*Instruments used to Implement the Investment Policies*" below) that will be traded directly by the Manager. Such total return swap transactions will be used by the Manager whenever the Manager determines that it is not practicable or not in the best interests of Shareholders to have the Trading Strategy Portfolio directly implemented by the Sub-Investment Manager (for instance, due to costs or operational reasons).

As at the date of this Supplement, exposure to the Trading Strategy Portfolio will be achieved without the use of total return swap transactions. In any event, the exposure gained through the use of such total return swap transactions will not exceed 20% of the Net Asset Value of the Sub-Fund.

The Sub-Investment Manager is, subject to certain exceptions, indemnified by the Manager in respect of liabilities suffered or incurred in connection with its services to the Manager.

Instruments used to implement the Investment Policies

The Sub-Fund will seek to achieve its investment objective primarily through exposure to equities. When pursuing its investment objective, the Sub-Fund will use the following instruments:

- financial instruments and financial derivatives instruments listed in the sub-section "Trading Strategy Investment Universe" of the section "The Trading Strategy and the Cash Portfolio" of this Supplement.
- financial instruments listed in the sub-section "Cash Portfolio" of the section "The Trading Strategy and the Cash Portfolio" of this Supplement.
- to a limited extent, one or more total return swap transactions, with one or more counterparties which may include Société Générale entities (each a "**Counterparty**" and collectively the "**Counterparties**"). Under the total return swap transactions, the Counterparty will deliver to the Sub-Fund the performance of all or a portion of the Trading Strategy Portfolio. The Counterparty will not have any discretion over the composition of the Trading Strategy Portfolio.

The Manager provides cash management and hedging services to the Sub-Fund and, therefore, the Sub-Investment Manager has no responsibility for providing any advice in relation to the investment of cash in the Sub-Fund or in relation to hedging transactions engaged in on behalf of the Sub-Fund. Investors should be aware that the Sub-Fund may hold a substantial amount of cash depending on margin and collateral requirements or security interests for the financial instruments described under section "Investment Strategy" of this Supplement.

The Sub-Investment Manager shall have no responsibility for the total return swap transactions traded by the Manager, including any portfolio of securities or investments associated with the applicable swap format. However, the Sub-Investment Manager will provide the Manager with the Trading Strategy Portfolio to which the Sub-Fund may be exposed partially or in full under the total return swap transactions.

The counterparties to all derivative transactions (including the total return swap transactions), repurchase agreements and stock-lending transactions, which may or may not be related to the Manager or the Depositary, will be entities with legal personality, typically located in OECD jurisdictions, subject to prudential supervision and belonging to categories approved by the Central Bank and will not have discretion over the assets of the Sub-Fund. Counterparties to over the counter ("**OTC**") derivative transactions will fall under the categories stipulated by Regulation 8(3) of the Central Bank UCITS Regulations. The identity of the counterparties will be set out in the Company's annual reports. A credit assessment will be undertaken with respect to each counterparty and where the counterparty is subject to a credit rating by any agency registered and supervised by ESMA, that rating shall be taken into account in the credit assessment. Where a counterparty is downgraded to A2 or below (or comparable rating) by such a credit rating agency, a new credit assessment in respect of the counterparty will be undertaken without delay.

The terms of each total return swap transaction will permit the Sub-Fund to unwind part of the total return swap transaction to meet any redemption requests in respect of the Sub-Fund received during the life of the total return swap transaction. The Sub-Fund may incur additional costs as a result of unwinding part of the relevant total return swap transaction to meet such redemption requests. Any such additional costs will be borne by the Sub-Fund.

The value of the Shares in the Sub-Fund will fall or rise depending on the movements in the Trading Strategy and Shareholders may get back substantially less than they invested if the Trading Strategy performs poorly. The Sub-Fund does not offer a protection of capital; however the maximum loss an investor may incur is limited to its investment in the Sub-Fund.

The Sub-Fund may employ investment techniques and instruments for efficient portfolio management as set out under “Investment Techniques” in the Prospectus. Direct and indirect operational costs and fees arising from efficient portfolio techniques may be deducted from any revenue and paid to the relevant counterparty (which may or may not be related to the Manager or Depositary). Such revenue shall otherwise be delivered to the Sub-Fund.

The Sub-Fund will not invest more than 10% of its Net Asset Value in units of eligible investment funds, including units of money market funds and exchange-traded funds (“ETFs”).

Exposure to securities financing transactions

The Sub-Fund’s exposure to total return swaps, repurchase agreements and stock-lending transactions is as set out below (in each case as a percentage of Net Asset Value):

	Expected	Maximum
Total Return Swaps and CFDs	150%	300%
Repurchase Agreements	0%	100%
Stock Lending	0%	100%

Investors should refer to the “Investment Restrictions” and “Investment Risks” sections of the Prospectus for information in relation to the risks associated with the use of derivative instruments. In addition to the investment risks outlined in the Prospectus and this Supplement, investors should also note that a subscription for Shares in the Sub-Fund is not the same as making a deposit with a bank or other depositary institution and the value of the Shares is not insured or guaranteed and the principal invested is capable of fluctuation.

Soft Commissions

A “soft commission” means an agreement or other arrangement under which an entity received goods or services in return for which it agrees to direct, or in fact directs, business through or to another person or otherwise confers an economic advantage on that other person.

The Sub-Investment Manager may utilise “soft commissions” to pay only for research and brokerage products or services that it believes satisfy the definition of “research” or “brokerage” under Section 28(e) of the U.S. Exchange Act of 1934, as amended. Section 28(e) is a “safe harbor” that permits an investment manager to use commissions or “soft commissions” to obtain certain research and brokerage services in connection with the investment decision-making process. Under Section 28(e), research obtained with “soft commission” credits generated by the Sub-Fund may be used by the Sub-Investment Manager to service accounts other than the Sub-Fund. Where a product or service provides both research and non-research assistance to the Sub-Investment Manager, a portion of the cost of the product or service, based upon a reasonable allocation between the two types of uses, may be paid for with “soft commissions.” The Sub-Investment Manager will not make use of “soft commission” services which the Sub-Investment Manager believes fall outside the Section 28(e) “safe harbor.”

Research services within Section 28(e) may include, but are not limited to: research reports

(including market research); certain financial newsletters and trade journals; software providing analysis of securities portfolios; corporate governance research and rating services; attendance at certain seminars and conferences; discussions with research analysts, including legal analysts and advice to the extent that the legal advice relates to a particular investment or investment strategy (e.g., legal advice relating to the possibility that legal anti-trust issues could impact a proposed merger arbitrage trade or the likelihood of success of litigation by third parties against a company in which the Sub-Fund has invested); meetings with corporate executives; consultants' advice on portfolio strategy; data services (including services providing market data, company financial data and economic data); advice from brokers on order execution; and certain proxy services. Brokerage services within Section 28(e) may include, but are not limited to, services related to the execution, clearing and settlement of securities transactions and functions incidental thereto (i.e., connectivity services between an investment manager and a broker-dealer and other relevant parties such as custodians); trading software operated by a broker-dealer to route orders; software that provides trade analytics and trading strategies; software used to transmit orders; clearance and settlement in connection with a trade; electronic communication of allocation instructions; routing settlement instructions; post trade matching of trade information; and services required by the SEC or a self-regulatory organisation such as comparison services, electronic confirms or trade affirmations.

Investors should refer to the section "Investment Risks" of the present Supplement for details about potential risks and conflicts of interest in relation to "soft commissions".

Risk Management

The Manager employs a risk management process which seeks to accurately measure, monitor and manage the various risks associated with FDI.

The Trading Strategy may have an embedded leverage provided that such leverage shall not be of such amount that would cause the Sub-Fund to exceed certain market risk limits. The market risk of the Sub-Fund (incorporating the market risk of the Trading Strategy) is measured using an advanced risk management process which aims to ensure that on any day the absolute Value-at-Risk ("VAR") of the Sub-Fund will be no greater than 20% of the Net Asset Value of the Sub-Fund, based on an investment horizon of 20 days and is calculated daily with a one-tailed 99% confidence level with an historical observation period of one year. The Manager will undertake appropriate stress testing and back-testing of its Value-at-Risk model in accordance with its risk management process. This process is described in detail in the statement of risk management procedures of the Company.

Based on historical data, the level of the notional leverage of the Sub-Fund (incorporating the leverage of the Trading Strategy) is not expected to exceed approximately 400% of the Net Asset Value of the Sub-Fund, and is expected to generally be below 310% but higher levels might be observed.

In order to ensure that the Sub-Fund does not breach the requirements of the UCITS Regulations regarding counterparty risk exposure, the Company may require that Counterparties collateralise the Sub-Fund's exposure to them, so that the collateral held by the Depositary on behalf of the Sub-Fund (where there is title transfer) or a third party custodian (where there is no title transfer) mitigates the counterparty risk. In accordance with the requirements of the Central Bank, the Counterparties will be required to transfer the collateral to the Sub-Fund and the collateral will be held in a segregated account by the Depositary or its delegate. The collateral will be marked to market daily and, in the event of a default by a Counterparty, the Sub-Fund will have access to the relevant collateral without recourse to such Counterparty. The collateral will be held at the risk of the Counterparty. The Company will monitor the collateral to ensure that the collateral falls, at all times, within the categories permitted by the Central Bank and will be diversified in accordance with the requirements of the Central Bank. Investors should note that there may be a cost attached to the collateralisation of a Counterparty's exposure to a Sub-Fund which may vary according to market conditions and that this cost will be borne by the Sub-Fund.

Please see "*Leverage & value-at-risk*" below under "*Investment Risks*".

Profile of a Typical Investor

Investment in the Sub-Fund may be suitable for sophisticated investors seeking significant returns through the Trading Strategy in the medium to long term. Investment in the Sub-Fund involves a high degree of risk for typically high rewards; however, it is possible to suffer sudden, severe and even complete capital loss. The value of an investment may change substantially from day to day and may have large daily downside variation.

U.S. Persons may not invest in the Sub-Fund.

THE TRADING STRATEGY AND THE CASH PORTFOLIO

The Trading Strategy Portfolio consists of an investable portfolio that reflects a strategy developed by the Sub-Investment Manager (the “**Trading Strategy**”), and described below under “*The Trading Strategy*”.

The Trading Strategy is derived from a proprietary discretionary trading strategy owned and operated by the Sub-Investment Manager as set out in more details under ‘The Trading Strategy’, and will be implemented across the investment universe, as set out under ‘Trading Strategy Investment Universe’ below.

The Trading Strategy Portfolio is described below as a theoretical basket of investments. As such, any reference to investments made or positions taken in respect of the Trading Strategy Portfolio may be a reference to notional investments and positions not constituting actual investments. Please refer to the section “Investment Objectives and Policies” above providing for actual investments of the Sub-Fund.

No assurance can be given that the Trading Strategy will be successful or that the Trading Strategy Portfolio will outperform any alternative basket or strategy that might be constructed from the components of the Trading Strategy Portfolio.

Trading Strategy Investment Universe

The Trading Strategy Portfolio is determined by the Sub-Investment Manager for the non-exclusive benefit of the Sub-Fund, pursuant to the Trading Strategy and is a portfolio of financial instruments set out in more detail below. The Trading Strategy Portfolio will be primarily composed of the instruments giving exposure to equities directly or indirectly as described below and to a lesser extent of the other instruments, as described below, which will not exceed 20% of the Trading Strategy Portfolio.

The following policies shall be applicable to the Trading Strategy Portfolio (subject to the restrictions outlined further):

- The Sub-Investment Manager will determine the Trading Strategy Portfolio as a combination of positions among the following securities, financial instruments and contracts, which will be listed or traded on Recognized Markets globally or over-the-counter (all together the “**Financial Instruments**”):
 - equity securities, including common stocks, American Depositary Receipts (“**ADRs**”), Global Depositary Receipts (“**GDRs**”), and warrants;
 - corporate debt securities of any credit quality (being rated or unrated) and having any maturity or duration provided that the exposure to non-investment grade and unrated corporate debt securities is less than 30% of the Net Asset Value of the Sub-Fund. Such debt securities may be without coupon (i.e., a discount note) or with a fixed or floating rate coupon;
 - convertible bonds, that typically contain both a debt and an equity feature. For example, a convertible bond would normally allow the holder to elect either to wait for cash payments of principal and interest at each maturity date or instead “convert” all or part of the principal balance together with accrued interest into common stock of the same issuer at a pre-determined conversion rate or pursuant to a pre-determined formula. Convertible bonds therefore typically embed an option and will therefore embed leverage, although such leverage is not expected to be material;
 - units of ETFs on equity, bond indices and the UCITS-eligible CBOE Volatility Index (the “**VIX Index**”). The VIX Index is rebalanced quarterly and calculated in real time (approximately every 15 seconds during regular and extended trading hours for SPX options) and is published by the Chicago Board Options

Exchange (CBOE). It is a key measure of market expectations of near-term volatility conveyed by S&P 500 stock index (SPX) option prices. Like conventional indices, the VIX Index calculation employs rules for selecting component options and a formula to calculate index values. An exhaustive description, a complete construction methodology and other information on the VIX Index are available on the website: www.cboe.com/VIX. Such ETFs will be either (i) UCITS authorised pursuant to the UCITS Regulations; or (ii) investment funds which satisfy the requirements of the Central Bank;

- futures on equity securities, equity indices, interest rates and bonds (as described above). Futures are contracts to buy or sell a standard quantity of a specific asset (or, in some cases, receive or pay cash based on the performance of an underlying asset, instrument or index) at a pre-determined future date and at a price agreed through a transaction undertaken on an exchange. The commercial purpose of futures contracts can be to allow investors to hedge against market risk or gain exposure to the underlying market.
- listed or unlisted options on: equity securities, equity indices, and bonds (as described above), and listed options on ETFs. An option is a contract which gives the contract buyer the right, but not the obligation, to exercise a feature of the option, such as buying a specified quantity of a particular product, asset or financial instrument, on, or up to and including, a future date (the exercise date). The 'writer' (seller) has the obligation to honour the specified feature of the contract. Since the option gives the buyer a right and the seller an obligation, the buyer pays the seller a premium. The commercial purpose of options can be to hedge against the movements of a particular market or financial instrument, including futures, or to gain exposure to a particular market or financial instrument instead of using a physical security;
- CDS index contracts (e.g. Markit CDX & Itraxx). A CDS index is a credit derivative used to hedge credit risk or to take a position on the basket of issuers included in the relevant index, similar to a portfolio composed of the respective single name credit default swap contracts. A credit default swap ("**CDS**") is a swap designed to transfer the credit exposure of fixed income products between parties. It is an agreement between a protection buyer and a protection seller whereby the buyer pays a periodic fee in return for a contingent payment by the seller upon a credit event (such as a certain default) happening on the reference entity. The purpose of such instruments is to hedge the Trading Strategy Portfolio against any material credit risk which could arise in circumstances where the equities composing the Trading Strategy Portfolio are highly correlated with the credit market, such as but not limited to a global market drawdown or a global sell-off on equities resulting from a major credit crisis.
- OTC contracts:
 - o swaps and contracts for difference ("**CFDs**") on: equity securities, equity indices and ETFs. A contract for difference is an OTC agreement to exchange with counterparty the difference between the initial and final prices of the position under the contract, on various financial instruments. CFD trading is a convenient instrument for trading shares, indices or ETFs as it allows an exposure to a market, a sector or an individual security without buying into the underlying market, sector or security directly.

A swap is a contractual agreement between two counterparties in which the cash flows from two reference assets are exchanged as they are received for a predetermined time period, with the terms initially set so that the present value of the swap is zero. The commercial purpose of swaps is to hedge against the movements of a given

market/financial instrument or to gain synthetic exposure to such market/financial instrument instead of investing directly in physical securities.

- currency forward contracts. Forward foreign exchange contracts are contracts pursuant to which one party is obligated to buy or sell from another a specified amount of one currency at a specified price (exchange rate) with another currency on a specified future date. The commercial purpose of any forward foreign exchange contract may include, but is not limited to, altering the currency exposure of securities held, hedging against exchange risks, increasing exposure to a currency, and shifting exposure to currency fluctuations from one currency to another.
- The aforementioned securities and the securities which are underlyings of contracts designated above in sub-section (i) will principally be issued by issuers situated in the United States but also in Australia, Austria, Belgium, Bermuda, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Malta, Monaco, the Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom and Canada, and may be denominated in USD, EUR, DKK, GBP, JPY, NOK, SEK, CHF, CAD or in other currencies. Nevertheless, the Sub-Fund may be exposed to markets situated in any other country, including emerging markets. The gross exposure of the Sub-Fund to emerging markets shall not exceed 20% of the Net Asset Value of the Sub-Fund, as determined by the Sub-Investment Manager.

The Sub-Investment Manager does not at present expect to use securities or financial instruments other than those listed above under sub-section (i) subject to geographical conditions as set out in sub-section (ii)) but may do so in the future if the Sub-Investment Manager determines it to be in the best interest of the Sub-Fund. If the Sub-Investment Manager decides to use securities or financial instruments other than those listed under sub-sections (i) and (ii); the Shareholders will be notified and the Supplement will be amended accordingly. Therefore, potential investors and Shareholders should read carefully the Investment Risks listed in the Prospectus as well as in this Supplement.

The “long” positions are expected to be within a range of 0% to 200% of the Net Asset Value of the Sub-Fund and the “short” positions are expected to be within a range of 0% to 200% of the Net Asset Value of the Sub-Fund.

As the trading of some Financial Instruments could be subject to certain restrictions imposed by regulatory and/or market and/or supervision authorities (with respect to, in particular but without limitation: minimum trading amounts, positions limits, circuit breakers and short sales restrictions), the Trading Strategy Portfolio seeks to reflect the allocation that could be effectively traded on the market using a cash amount equal to the Trading Strategy Portfolio’s notional level and taking into account any currently applicable regulatory and market restrictions such as those described above. As a consequence, there may be differences between the theoretical allocation provided under the Sub-Investment Manager’s Trading Strategy Portfolio and the actual Trading Strategy Portfolio as effectively deployed.

The Trading Strategy

The Trading Strategy Portfolio which reflects the Trading Strategy (ie, allocation process developed by the Sub-Investment Manager) invests in the Financial Instruments listed above.

The selection of such Financial Instruments is based on industry and company-level fundamental in-house research carried out by the Sub-Investment Manager in order to determine emerging trends within these industries. This process, along with a strong emphasis

on valuation, seeks to identify attractive long and short investment opportunities. The Trading Strategy shall consist, primarily, of investing in equity securities composing the Trading Strategy Investment Universe without any specific sector or industry focus. Consequently, such equity securities will be part of a broad range of industries (for example energy, materials, industrials, consumer discretionary, consumer staples...etc).

The Trading Strategy can be both long and short, focusing on finding constant growth businesses (long) as well as challenged businesses (short, only through the use of FDI).

The Trading Strategy typically has a net long bias, but may at times be run market neutral or slightly net short. Such flexible and dynamic approach aims to reduce volatility, preserve capital and generate performance when markets fall:

- market neutral regimes will be intended to reduce the Sub-Fund volatility and the level of Sub-Fund capital exposed to the equity markets risk when compared to a net long bias regime
- net short exposure regimes will be intended to achieve capital appreciation during periods of equity markets decrease

Such dynamic market exposure is discretionarily managed by the Sub-Investment Manager based on rigorous analysis of the economic environment.

In order to implement the Trading Strategy, the Sub-Investment Manager utilizes its insight into market dynamics and the comparative strengths and weaknesses of companies in multiple industries to identify both long and short investment opportunities on a continuous basis.

From a “top-down” / market dynamics point of view, the Sub-Investment Manager relies on its assessment of the economic and credit environments and the identification of key themes and sector/industry trends.

From a “bottom-up” perspective, the Sub-Investment Manager stresses individual company and security-level fundamental analysis with a focus on the identification of growth in revenues and return on invested capital. From both a sector and company level, the Sub-Investment Manager places a strong emphasis on valuation.

When implementing the Trading Strategy, the Sub-Investment Manager’s investment professionals actively monitor the competitive landscape of numerous industries, continually evaluating developments in technology, regulatory shifts and trends in consumer behaviour and corporate usage. The Sub-Investment Manager also utilizes its separate in-house credit team and several advisory relationships to analyze the economic environment and market technical factors, such as changes in average prices of securities over a period of time, historical levels of minimum and maximum prices of securities and where those historical minimum or maximum prices have been exceeded.

The Trading Strategy respects the UCITS Regulations in its determinations and in particular complies with such restrictions as eligibility criteria, diversification requirements and maximum exposure limits.

Please see above for the main markets in which the Trading Strategy may take exposure.

The Cash Portfolio

The total notional amount allocated to the Cash Portfolio is equal to the residual cash amount available after implementing the Trading Strategy. It is to be noted that such residual cash might be marginal or substantial depending on margin and collateral requirements or security interests for Financial Instruments, as described below under section “Trading Strategy Investment Universe”.

The Cash Portfolio constituents are US fixed and floating rate government debt securities (including bonds and treasury bills) and/or deposits with high quality investment grade European or US banks (where the banks have a minimum rating of BBB-).

The Cash Portfolio is determined by the Manager taking into consideration the price, liquidity and maturity of the underlying instruments of the Cash Portfolio.

The Cash Portfolio allocation process is implemented solely by the Manager and therefore the Sub-Investment Manager has no responsibility for providing any advice in relation to the Cash Portfolio.

Cash not required as margin or collateral for the Financial Instruments may also be invested on an ancillary basis in liquid cash instruments, such as UCITS eligible money market funds in order to facilitate potential redemption requests.

Leverage Specifications

The restrictions below are designed by reference to the value of the Trading Strategy. As the Sub-Fund will be fully exposed to the Trading Strategy through derivatives instruments and/ or direct investments, any limitation by reference to the Trading Strategy is described as limitations by reference to the Net Asset Value of the Sub-Fund. In addition to the Investment Restrictions contained in the Prospectus of the Company and in accordance with the UCITS Regulations, the Trading Strategy is subject to the following rules:

VAR Approach

VAR limit: the market risk of the Trading Strategy is measured using an advanced risk management process which aims to ensure that on any day the absolute Value-at-Risk of the Sub-Fund will be no greater than 20% of the Net Asset Value of the Sub-Fund, based on an investment horizon of 20 days and is calculated daily with a one-tailed 99% confidence level with an historical observation period of one year.

Notional leverage: Based on historical data, the level of the sum of the notionals leverage is not expected to exceed 400% of the Net Asset Value. It is to be noted that such leverage is fully attributable to the Trading Strategy and that the use of the total return swap transactions does not intend to create any additional leverage.

Trading Strategy Fees and Costs

Please see “Fees and Expenses” below for details of the fees and costs applicable to the Trading Strategy.

INVESTMENT RISKS

Investment in the Sub-Fund carries with it a degree of risk including the risks described in the “*Investment Risks*” section in the Prospectus and the specific risk factors set out below. These investment risks are not purported to be exhaustive and potential investors should review the Prospectus and this Supplement carefully and consult with their professional advisors before making an application for Shares. Investment in the Sub-Fund is not suitable for investors who cannot afford to lose all or a significant part of their investment.

An investor should consider his/her personal tolerance for the daily fluctuations of the market before investing in the Sub-Fund.

In accordance with the Investment Objective and Policies of the Sub-Fund, the Sub-Fund will be impacted directly or indirectly by the risks of the Trading Strategy.

GENERAL AND TRADING STRATEGY RISKS

Risk of Losses

The price of Shares can go up as well as down and investors may not realise their initial investment.

The investments and the positions held by the Sub-Fund are subject to (i) fluctuations in the Strategy (ii) market fluctuations, (iii) reliability of counterparties and (iv) operational efficiency in the actual implementation of the investment policy adopted by the Sub-Fund in order to realise such investments or take such positions. Consequently, the investments of the Sub-Fund are subject to, inter alia, the risk of declines in the Trading Strategy (which may be abrupt and severe), market risks, credit exposure risks and operational risks.

At any time, the occurrence of any such risks is likely to generate a significant depreciation in the value of the Shares. Due to the risks embedded in the investment objective adopted by the Sub-Fund, the value of the Shares may decrease substantially and even fall to zero, at any time.

Leverage & Value-at-risk

Under certain market conditions, the Trading Strategy, and therefore the Sub-Fund, may have a relatively high gross leverage provided that the risk related to such gross leverage, measured by the Value-at-Risk of the Trading Strategy does not exceed its predetermined limits.

The use of leverage creates special risks and may significantly increase the Sub-Fund's investment risk. Leverage creates an opportunity for greater yield and total return but, at the same time, will increase the exposure of the Sub-Fund to capital risk.

In addition, the leverage of the Trading Strategy, and therefore the Sub-Fund, is controlled using an advanced risk management process based on a Value-at-Risk indicator as set out in more detail under “*Risk Management*” above. The risk management process by which the Sub-Fund measures its market risk is based on historical data and various assumptions and as such do not provide a guarantee that the risk of the Sub-Fund will be limited or controlled as intended. Accordingly, in exceptional circumstances where there is substantial leverage inherent in the Strategy, such leverage may result in significant losses to the Sub-Fund and to Shareholders in the event that the risk management process of the Sub-Fund fail to adequately capture all risks to which the Sub-Fund is subject.

Achievement of Sub-Fund's Investment Objective

No assurance can be given that the Trading Strategy will achieve its objectives. There can be no assurance that the Manager and/or the Sub-Investment Manager will be able to allocate the Trading Strategy's exposures in a manner that is profitable to the Sub-Fund.

No assurance can be given that the investment strategy on which the Trading Strategy is based will be successful or that the Trading Strategy will outperform any alternative strategy that might be employed in respect of the investment universe.

The past performance of the Trading Strategy should not be seen as an indication of the future performance of the Trading Strategy or the Sub-Fund.

In addition, the performance of the Net Asset Value of any given Class may deviate from the performance of the Trading Strategy due to various factors, such as but not limited to the effects of foreign exchange transactions that may be entered into for the account of the relevant Class, the liquidity of the Financial Instruments of the Trading Strategy, the holding of cash in the relevant Class and the amount of fees taken out of the relevant Class.

Discretion

The Manager and the Sub-Investment Manager have discretion in making certain determinations and calculations. The exercise of such discretion in the making of calculations and determinations may adversely affect the performance of the Trading Strategy. Without limitation to the generality of the foregoing, the Manager or any independent agent appointed by the Manager for the valuation of the Trading Strategy have discretion in relation to the calculation of the Trading Strategy.

Exposure to the Trading Strategy

Investors should be aware that the performance of Sub-Fund is impacted by the potential risks of the Trading Strategy.

The performance of the Trading Strategy is dependent on the performance of its Financial Instruments. As a consequence, investors in financial products the return on which is linked to the Trading Strategy should appreciate that their investment is exposed to the price performance and credit performance of the Financial Instruments.

In addition, if the Sub-Fund is exposed to the Trading Strategy via total return swap transactions and as the Trading Strategy aims at reflecting the performances of an investable portfolio, the Sub-Fund will therefore embed the specific risks and costs of such investable portfolio including but not limited to the specific equity and settlement risks and costs linked to the use of brokers and counterparties. These indirect risks can have materially adverse impact on the performance of the Sub-Fund.

Liquidity Risk

The attention of potential investors in products which performances are linked to the Trading Strategy is drawn to the fact that there might be cases of suspension or interruption of the calculation of the components of the Trading Strategy thus leading to an illiquidity of their investment.

A significant difference may be observed between the valuation of the components of the Trading Strategy published immediately before such a disruption and their level published immediately after such disruption has ceased.

Risk of swap transactions

When the Sub-Fund enters into swap transactions, it is subject to potential counterparty risk. In the event of the insolvency or default of the counterparty, the Sub-Fund could suffer a loss.

As the Sub-Fund may be exposed to the Trading Strategy throughout one or several swap transactions, market disruption events or settlement disruption events determined with regard to the swap transaction may adversely impact the performance of the Sub-Fund. In addition, the Company may be exposed to the insolvency of the custodians and/or sub-custodians with which the underlying financial instruments of the swaps are held. In such circumstances, the

Manager will ensure that such custodians and/or sub-custodians meet the UCITS requirements for the safe keeping and custody of the related financial instruments.

If a default were to occur in relation to the swap counterparty, the Sub-Fund will have contractual remedies pursuant to the relevant OTC swap transaction. In particular the OTC swap transaction provides that a termination amount will be determined and such amount may be payable by the swap counterparty to the Sub-Fund or by the Sub-Fund to the swap counterparty, as the case may be. However, such remedies may be subject to bankruptcy and insolvency laws which could affect a Sub-Fund's rights as a creditor. For example, a Sub-Fund may not receive the net amount of payments that it contractually is entitled to receive on termination of the OTC swap transaction where the swap counterparty is insolvent or otherwise unable to pay the termination amount.

In addition, a Sub-Fund may enter into swap transactions under which it grants a security interest in favour of the swap counterparty over all of its right, title, benefit and interest (but not obligations) in a portion (or all) of the assets of the Sub-Fund held with the Depositary from time to time. In the event of a default by the Sub-Fund on its obligations under such swap transactions (for example, where it has insufficient cash or liquid assets to meet its payment obligations under such swap transaction), the swap counterparty will be entitled to enforce its security interest over the relevant portion of the assets of the Sub-Fund (which may be all of the assets of the Sub-Fund) and to take possession of, dispose of or set-off such assets against amounts owed to it by the Sub-Fund.

Trading in the components of the Sub-Fund by the Manager, the Sub-Investment Manager and any of their affiliates may affect the performance of the Sub-Fund.

The Manager, the Sub-Investment Manager and any of their respective affiliates will, from time to time, actively trade in some or all of the Financial Instruments traded by the Sub-Fund on a spot and forward basis and in other instruments related to the Financial Instruments traded by the Sub-Fund (including futures contracts and options on futures contracts, traded on futures exchanges) both for their proprietary accounts and for the accounts of other clients. Also, the Investment-Manager, the Sub-Investment Manager or their affiliates may issue, or their affiliates may underwrite, both for their proprietary accounts and for the accounts of other clients, financial instruments with returns linked to the prices of the Financial Instruments traded by the Sub-Fund. These trading and underwriting activities could affect the prices of the Financial Instruments traded by the Sub-Fund in the market and therefore could affect the value of the assets of the Sub-Fund in a manner that could reduce the performance of the Sub-Fund.

Net Asset Value Publication

In addition to the calculation and publication of the official Net Asset Value of each class of Shares as of the relevant Valuation Day, the Company also intends to publish an indicative net asset value for the Shares of each class on each Business Day. Investors should note that any such indicative net asset value is produced for information purposes only, may be based on less complete information than may be available at the time of calculation of the official Net Asset Value and should not be relied upon. Subscriptions for Shares of any class and redemptions and switches of the Shares of any class will only take place at the final Net Asset Value per Share of that class as calculated as at the relevant Valuation Day. Neither the Company, the Manager nor the Sub-Investment Manager shall accept any liability for any errors in any indicative net asset value or for any reliance placed on the indicative net asset value by any Shareholder or investor.

Responsibility

Neither the Manager, the Sub-Investment Manager nor any of their affiliates or subsidiaries or any of their respective directors, officers, employees, representatives, delegates or agents (each a "**Relevant Person**") shall have any responsibility to any person (whether as a result of negligence or otherwise) for any determinations made or anything done (or omitted to be determined or done) in respect of the Trading Strategy and any use to which any person may put the Trading Strategy. All determinations of the Manager and/or the Sub-Investment

Manager in respect of the Trading Strategy shall be final, conclusive and binding and no person shall be entitled to make any claim against any of the Relevant Persons in respect thereof. Once a determination or calculation is made or action taken by the Manager and/or the Sub-Investment Manager in respect of the Trading Strategy, neither the Manager and/or the Sub-Investment Manager or any other Relevant Person shall not be under any obligation to revise any determination or calculation made or action taken for any reason.

Fees and Expenses

Whether the Sub-Fund's performance is positive or not, the Sub-Fund is required to accrue fees and expenses. These expenses and fees will affect the performance of Sub-Fund. Investors should refer to the section "Fees and Expenses" in the Prospectus for details of the fees and expenses applicable to the Company and also the Sub-Fund.

Class Performance Fee

The payment of such Class Performance Fee may create an incentive on the Sub-Investment Manager and the Manager to select riskier or more speculative trades than would be the case in the absence of such a fee arrangement. The Class Performance Fee will include a high water mark mechanism which should be fully understood by potential investors when considering an investment in the Sub-Fund. Investors should refer to the section "Fees and Expenses" in the Prospectus for details of the fees and expenses applicable to the Company and also the Sub-Fund.

Custodial Risk

The Company may be exposed to a variety of financial instruments through the use of one or more OTC derivative transactions with one or more eligible counterparties. In such cases, the financial instruments to which the relevant Sub-Fund may be indirectly exposed under the OTC derivative transaction may be entrusted with custodians / sub-custodians. The terms of the OTC derivative transactions may transfer the custodial risk of the counterparty in relation to such financial instruments to the Sub-Fund which will result in the Sub-Fund indirectly facing custodial, default and insolvency risks linked to the counterparty's use of such custodians / sub-custodians.

Class Currency Hedge Risk

In order to hedge the currency risk for Classes denominated in a currency other than the Base Currency, the Sub-Fund may use a hedging strategy which attempts to minimize the impact of changes in value of the relevant Class currency against the Base Currency. However, the hedging strategy used by the Sub-Fund remains imperfect due to the rebalancing frequency and instruments used. The Net Asset Value of the relevant Class can then be impacted by foreign exchange market movements, upwards and downwards. Moreover, the hedging cost can negatively impact the Net Asset Value of the concerned Class.

The adoption of a currency hedging strategy for a Class may substantially limit the ability of holders of such Class to benefit if the currency of such Class depreciates against the Base Currency.

Dependence on service providers

The Sub-Fund is dependent upon its counterparties and third-party service providers, including the Sub-Investment, Manager, the Administrator, the custodians, legal counsel and the auditor and any other service provider described herein or in the Prospectus. Errors are inherent in the business and operations of any business, and although the Manager will adopt measures to prevent and detect errors by, and misconduct of, counterparties and service providers, and transact with counterparties and service providers it believes to be reliable, such measures may not be effective in all cases. Errors or misconduct could have a material adverse effect on the Sub-Fund and the Shareholders' investments therein.

Herding Risk

The substantial growth of the hedge fund industry, including banks and investment banks trading large, highly-leveraged positions of the same nature as those held by hedge funds, has augmented herding risks. Whatever the “fair price” of a security or a relationship, its trading price is sometimes radically altered or influenced by the market activity of traders executing parallel trading programs. This factor may provide surprising and sudden losses at unpredictable times, even after long periods of calm. The negative impact of herding is greatest when markets are under stress and traders holding large leveraged positions seek to liquidate or cover positions simultaneously.

Interest Rate Risk

Interest rate risk refers to fluctuations in the value of a fixed-income security (including convertible bonds) resulting from changes in the general level of interest rates. When the general level of interest rates goes up, the prices of most fixed-income securities go down. When the general level of interest rates goes down, the prices of most fixed-income securities go up. Investments with longer durations tend to be more sensitive to changes in interest rates, usually making them more volatile than investments with shorter durations.

Credit Risk

The ability, or perceived ability, of an issuer of a debt security (including convertible bonds) to make timely payments of interest and principal on the security will affect the value of the security. It is possible that the ability of the issuer to meet its obligation will decline substantially during periods when the Sub-Fund owns securities of that issuer, or that the issuer will default on its obligations. An actual or perceived deterioration in the ability of an issuer to meet its obligations will likely have an adverse effect on the value of the issuer's securities.

Credit rating agencies base their ratings largely on the issuer's historical financial condition and the rating agencies' investment analysis at the time of rating. The rating assigned to any particular investment does not necessarily reflect the issuer's current financial condition, and does not reflect an assessment of an investment's volatility and liquidity. Although investment grade investments generally have lower credit risk than investments rated below investment grade, they may share some of the risks of lower-rated investments, including the possibility that the issuers may be unable to make timely payments of interest and principal and thus default.

Risk linked to the use of Repurchase Agreements

Repurchase agreements create the risk that the Sub-Fund will be obliged to repurchase the securities under the agreement where the market value of such securities sold by the Sub-Fund may decline below the agreed repurchase price. In the event that the buyer of securities under a repurchase agreement files for bankruptcy or proves insolvent, the Sub-Fund's use of proceeds from the agreement may be restricted pending the determination by the other party or its trustee or receiver whether to enforce the obligation to repurchase the securities.

Risk linked to the use of Reverse Repurchase Agreements

If the counterparty of a reverse repurchase agreement from which securities have been acquired fails to honour its commitment to repurchase the security in accordance with the terms of the agreement, the Sub-Fund may incur a loss to the extent that the proceeds realized on the sale of the securities are less than the repurchase price. The Sub-Fund may experience both delays in liquidating the underlying securities and losses during the period while it seeks to enforce its rights to the underlying securities, whether because of inaccurate pricing of the securities, adverse market movements, a deterioration in the credit rating of issuers of the securities, or the illiquidity of the market in which the securities are traded, including reduced income during the period of enforcement and expenses in enforcing its rights.

Securities Lending

In relation to securities lending transactions, investors must notably be aware that (A) if the borrower of securities lent by the Sub-Fund fail to return these, there is a risk that the collateral received may be realized less than the value of the securities lent out, whether due to inaccurate pricing, adverse market movements, a deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded; that (B) in case of reinvestment of cash collateral in accordance with the requirements of the Central Bank, such reinvestment may (i) create leverage with corresponding risks and risk of losses and volatility, (ii) introduce market exposures inconsistent with the objectives of the Sub-Fund, or (iii) yield a sum less than the amount of collateral to be returned; and that (C) delays in the return of securities on loans may restrict the ability of the Sub-Fund to meet delivery obligations under security sales.

Risks related to “Soft Commissions”

Research and brokerage services obtained by the use of commissions arising from the Sub-Fund's portfolio transactions may be used by the Sub-Investment Manager in its other investment activities. The Sub-Fund may not necessarily, in any particular instance, be the direct or sole beneficiary of the research or brokerage services provided in consideration of the “soft commissions” generated by the Sub-Fund's trading.

As the Sub-Investment Manager receives goods and services that it does not have to pay for itself, the Sub-Investment Manager may lack the incentive to negotiate lower commissions or fares with brokers or service providers.

Such “soft commission” benefits may cause the Sub-Investment Manager to execute a transaction with a specific broker, bank or dealer even though it may not offer the lowest transaction fees. This could also create an incentive on the part of the Sub-Investment Manager to generate a higher volume of portfolio securities transactions for the Sub-Fund in order to increase soft commission payments.

Dependence on Sub-Investment Manager and on the Trading Strategy

The Sub-Fund's investment strategy is highly dependent (notably with respect to its performance) upon the expertise and abilities of the Sub-Investment Manager as well as its Trading Strategy which will be used to build up the Trading Strategy Portfolio.

The Trading Strategy is derived from a proprietary discretionary trading strategy owned and operated by the Sub-Investment Manager, but the Investors must be aware that such Trading Strategy is a bespoke Trading Strategy specifically developed for the purpose of the Sub-Fund and does not purport to replicate *pari passu* an existing strategy, investment fund or program run by the Sub-Investment Manager. Moreover, such other investment fund or program run by the Sub-Investment Manager may not be subject to the regulations to which the Sub-Fund will be subject. For those reasons there may be significant discrepancies between the performance of the Sub-Fund and the performance of other investment funds or programs managed or advised by the Sub-Investment Manager.

The employees of the Sub-Investment Manager will devote varying portions of their business time and attention to the affairs of the Sub-Investment Manager's funds and accounts (as well as to the Trading Strategy Portfolio). Neither the Sub-Investment Manager nor any of its principals or employees is required to devote full time to managing any fund or account.

Further, the Sub-Investment Manager has discretion over the Trading Strategy and, therefore, the incapacity or retirement of investment professionals of the Sub-Investment Manager may adversely affect its investment results. Further, if the key individual who is principally responsible for the Trading Strategy Portfolio's investment activities is not available to the Sub-Investment Manager, the performance of the Trading Strategy could be adversely affected.

Past performance of any of the other funds or accounts managed by the Sub-Investment Manager is not indicative of future performance of the Sub-Fund.

Equity Risk & Small to Medium Cap Stocks

The price of an equity security can increase or decrease in accordance with changes in the risks to which the issuing company is exposed or in the economic conditions of the market in which the equity is traded. Equity markets are more volatile than fixed income markets, for which income can be estimated with reasonable accuracy when economic conditions are stable. In addition, the Sub-Fund may invest in small-to-medium sized companies with market capitalizations of less than \$1 billion. These securities often involve greater risks than the securities of larger, better-known companies. For example, market movements on those securities are more marked and more rapid than on large-cap stocks, due to limited volume traded.

Risk of investment linked to Global Depository Receipts (commonly known as “GDR”), and American Depository Receipts (commonly known as “ADR”)

Exposure to GDR and ADR may generate additional risks compared to a direct exposure to the corresponding underlying stocks, in particular, as the consequence of the intervention of the depository bank issuing the GDR or ADR and the risk of non-segregation under applicable law of the depository bank who hold the underlying stock as collateral and its own assets. Although segregation is an integral part of the depository agreement regulating the issuance of the aforesaid ADRs and GDRs, there could be a risk that underlying shares would not be attributed to holders of ADRs and GDRs in case of bankruptcy of the depository bank. In such case, the likeliest scenario would be the trading suspension and thereafter a freeze of the price of the ADRs and GDRs impacted by such bankruptcy event. Bankruptcy events in respect of the depository banks issuing the GDRs and ADRs may negatively affect the performance and/or the liquidity of the Sub-Fund.

Business Investment Risks

The Trading Strategy may get exposure to companies or joint ventures, which may involve operating and financial risks. During the term of the Trading Strategy, entities to which the Trading Strategy may be exposed to will be subject to changes in economic climate, technology and competition as well as other operating risks. For these and other reasons value appreciation sought by the Trading Strategy may not actually be achieved. Furthermore, the Trading Strategy will not be able to exercise any control over the management of entities in which it invests.

Market Risk Competition

Financial Instruments of the kind proposed to be exposed to by the Trading Strategy and the issuers or counterparts of such instruments are likely to be affected by, among other things: changing supply and demand; governmental laws; regulations and enforcement activities; trade; fiscal and monetary programs and policies; and national and international political and economic developments. The effect of such factors on the prices of such instruments in general is difficult to predict. Such regulation or intervention could adversely affect the Trading Strategy's performance.

Currency Risk

The value of the Financial Instrument positions will be subject to foreign exchange risks and will fluctuate with the U.S. Dollar exchange rate as well as with the price change in the Financial Instruments in the various local markets and currencies. Foreign exchange hedging transactions will be concluded or set up from time to time for the purposes of mitigating or smoothing the impact of the fluctuations of the Base Currency spot exchange rate on the Net Asset Value of the Sub-Fund.

Derivatives

Derivatives instruments may be used by the Trading Strategy either to modify or replace the investment performance of particular securities, currencies, interest rates, indices or markets on a leveraged or unleveraged basis, or to hedge against fluctuations in the relative values of the Trading Strategy's positions. These instruments generally have counterparty risk and may not achieve the intended effect, thereby resulting in greater loss or gain for the Trading Strategy. These investments are all subject to additional risks, linked to the underlying of those derivative instruments, that can result in a loss of all or part of the exposure, in particular, equity risk, world and local market price and demand, and general economic factors and activity. Derivatives may have high leverage embedded in them which can substantially magnify market movements but also result in losses greater than the amount of investment.

Futures Risks

The Trading Strategy may engage from time to time in various types of futures transactions. The low margin or premiums normally required for such transactions may provide a large amount of leverage, and a relatively small change in the price of such instrument can produce a disproportionately larger profit or loss.

Non-Investment Grade Investments

The Sub-Fund may be exposed to Financial Instruments that are rated below investment grade, including distressed securities, or unrated but judged to be of comparable quality with sub-investment grade. Those non-investment grade investments may involve a greater risk of loss of capital and interest in case of default or insolvency of the borrower than investments in higher rated debt instruments, particularly if the borrowing is unsecured. Further, such investments, especially distressed securities, may be less liquid than other debt instruments. In addition evaluating credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult.

Emerging Markets

The Trading Strategy may trade in emerging markets. Among other things, emerging market securities investments may carry the risks of less publicly available information, more volatile markets, less strict securities market regulation, less favourable tax provisions and a greater likelihood of severe inflation, unstable currency, unexpected political change, war and expropriation of personal property than investments in securities of issuers based in developed countries. Emerging markets generally are not as efficient as those in developed countries. Volume and liquidity levels in emerging markets are lower than in developed countries. The Trading Strategy may sustain losses as a result of market inefficiencies or interference in emerging markets which would not take place in more developed markets.

OTC Derivatives Instrument Transactions

The Trading Strategy may have exposure to investments which are not traded on organised exchanges and as such are not standardised. Such transactions are known as over-the-counter ("OTC") transactions and may include forward contracts or options. Transactions in OTC derivatives may involve greater risk than investing in exchange traded derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction, or to assess the exposure to risk. In respect of such investments, the Trading Strategy is subject to the risk of counterparty failure or the inability or refusal by a counterparty to perform with respect to such contracts. Market illiquidity or disruption could result in major losses to the Trading Strategy. OTC transactions also involve counterparty solvency risk.

Options

The Trading Strategy may engage from time to time in various types of option transactions. The purchase or sale of an option involves the payment or receipt of a premium by the investor and

the corresponding right or obligation, as the case may be, to either purchase or sell the underlying security, strategy, or other instrument, for a specific price at a certain time or during a certain period. Purchasing options involves the risk that the underlying instrument will not change price in the manner expected, so that the investor loses the value of its premium. Selling options, on the other hand, involves potentially greater risk because the investor is exposed to the extent of the actual price movement in the underlying instrument, which could result in a potentially unlimited loss.

Warrants Risk

Warrants confer on the investor the right to subscribe a fixed number of ordinary shares in the relevant company at a pre-determined price for a fixed period. The cost of this right will be substantially less than the cost of the share itself, resulting in leverage or gearing factor. Consequently the price movements in the share will be multiplied in the price movements of the warrant. Warrants are therefore more volatile and speculative than ordinary shares. Investors should be warned that prices of warrants are extremely volatile and that furthermore, it may not always be possible to dispose of them immediately.

Executing Brokers

As the Trading Strategy aims at reflecting the performances of an investable portfolio, the Trading Strategy may embed the specific risks and costs of such investable portfolio including but not limited to the specific risks and costs linked to the use of an executing broker.

Counterparty Risk

The Trading Strategy may be exposed to over the counter markets which will expose it to the creditworthiness and solvency of its counterparties and their ability to satisfy the terms of such contracts. For example, the Trading Strategy may be exposed to repurchase agreements, forward contracts and options and swap arrangements, each of which expose the Trading Strategy to the risk that the counterparty may default on its obligations to perform under the relevant contract.

In addition, certain of the Trading Strategy's exposures may embed the counterparty risk linked to the theoretical use of one or several counterparties or any other entities with which a portfolio replicating the Trading Strategy would transact with or otherwise would deal (including, but not limited to, brokers or clearing-houses by or through which transactions are carried or settled or sub-custodians). The returns and the risks linked to the re-use of such assets for their own account will be embedded into the Trading Strategy. Accordingly, the assets to which the Trading Strategy is exposed to should be considered to be exposed to the creditworthiness and solvency of such counterparties and other entities as potentially mitigated by collateral or pledge arrangements.

In the event of a bankruptcy or insolvency of a counterparty, broker or such other entities, the Trading Strategy could experience disruptions and significant losses, inability to materialize any gains on its investments during such period and possibly fees and expenses incurred.

These risks may differ materially from those entailed in transactions effected on an exchange which generally are supported by guarantees of clearing organizations, daily mark-to-market and settlement and segregation and minimum capital requirements applicable to intermediaries.

Risks related to investments in ETFs on VIX

The Sub-Fund may be exposed to ETFs on the index of volatility of the S&P 500 Index (VIX Index). The Sub-Fund is therefore exposed to a liquidity risk specific to trading in such instruments, whose daily trading volume may be limited. On a historical basis, the VIX Index has demonstrated a high volatility level, even drastically higher than the volatility of S&P 500 Index during specific periods.

ETFs on VIX Index may include a negative carry (where the carry is the cost or benefit of owning a financial instrument, without any consideration of performance of the underlying market). The Sub-Fund may then experience strong losses from keeping long exposure, for long term, on ETFs on VIX, irrespective of any market change in the VIX Index level.

Convertible Bonds

Call, Reinvestment and Income Risk

Some convertible bonds may be callable by the issuer. During periods of declining interest rates, an issuer may be able to exercise its call to redeem its issue at par earlier than scheduled which is generally known as call risk. If this occurs, the Sub-Fund may be forced to reinvest in lower yielding securities. This is known as reinvestment risk. Another risk associated with a declining interest rate environment is that the income from the Sub-Fund's portfolio may decline over time when the Sub-Fund invests the proceeds from new share sales at market interest rates that are below the portfolio's current earnings rate.

Liquidity Risk

Convertible bonds may be substantially less liquid than many other securities, such as common stocks or U.S. Government securities. Illiquid securities involve the risk that the securities will not be able to be sold at the time desired by the Sub-Fund or at prices approximating the value at which the Sub-Fund is carrying the securities on its books.

Limited Voting Rights Risk

Generally, convertible bonds offer no voting rights until they are converted. Even so, they may not be granted such rights.

Conversion

Holders of convertible bonds could become holders of common shares of issuers at a time when such issuer's financial condition is deteriorating or when it has become insolvent or bankrupt or resolved to be wound-up or has been ordered wound-up or liquidated. There can be no guarantee that the common shares issued in such circumstances will pay a dividend, appreciate, or that there will be a liquid market for such common shares. There can be no guarantee that in such circumstances payment of interest or other distributions on the convertible bonds will resume. As a result, in such circumstances, were the Sub-Fund to become a holder of common shares, it could receive substantially less than as a holder of convertible bonds that have not been exchanged for common shares. There can be no guarantee that any triggering events which require a holder of convertible bonds to subscribe for common shares of such issuers will not change over time or will not vary from one security to another.

Credit Derivatives Risk

The use of credit derivatives is a highly specialized activity which involves strategies and risks different from those associated with ordinary portfolio security transactions. If the relevant Sub-Investment Manager is incorrect in its forecasts of default risks, market spreads or other applicable factors, the investment performance of the Sub-Fund would diminish compared with what it would have been if these techniques were not used. Moreover, even if the relevant Sub-Investment Manager is correct in its forecasts, there is a risk that a credit derivative position may correlate imperfectly with the price of the asset or liability being protected.

The Sub-Fund's risk of loss in a credit derivative transaction varies. The terms of the credit derivative transactions typically require payment to be made by the Sub-Fund to the counterparty and vice versa if certain events occur (those events are not limited to an event of default under the reference entity). For example, if the Sub-Fund purchases protection under a credit derivative, and if no default occurs with respect to the reference entity, the Sub-Fund's loss is limited to the premium (it paid) for the credit derivative. In contrast, if the Sub-Fund sells protection under a credit derivative and there is a default of the underlying reference entity, the Sub-Fund's loss will include the compensation paid to the counterparty of the credit derivative.

Investments in credit derivatives will expose the Sub-Fund to the credit risk of the counterparty as well as that of the reference entity. The Sub-Fund typically will be required to post collateral

with the counterparty to secure the Sub-Fund's obligation under the credit derivative transaction.

Potential Illiquidity of Exchange-traded Instruments

It may not always be possible for the Trading Strategy to get exposure to a buy or a sell on exchanges at the desired price or to liquidate an open position due to market conditions, including the operation of daily price fluctuation limits. If trading on an exchange is suspended or restricted, the Trading Strategy may be in disruption and not be able to value positions on terms that the Sub-Investment Manager believes are desirable.

Volatility

Investors in products which performances are linked to the Trading Strategy should be aware that the Trading Strategy can be very volatile and consequently that they may experience substantial changes in the value of their product; the Trading Strategy level can thus change dramatically during any period of time, whatever its length. The volatility which the Trading Strategy may suffer is expected to magnify the potential for depreciation, as well as appreciation, in the Trading Strategy.

Short Exposure

The Sub-Fund may take synthetic short exposure through the use of FDI. A short exposure involves the risk of a theoretically unlimited increase in the market price of the underlying instruments of the FDI which could result in a theoretically unlimited loss.

Lack of Diversification

If the implemented Trading Strategy is concentrated in a limited number of types of securities, financial instruments or contracts, the Trading Strategy could be exposed to losses disproportionate to market declines, in general, if there are disproportionately greater adverse price movements in those securities, financial investments or contracts.

Conflict of Interest

The Sub-Investment Manager and its principals, employees and affiliates may trade Financial Instruments for their own accounts. The Sub-Investment Manager also acts as trading advisor, sub-investment manager or investment manager to multiple clients and will remain free to trade for such clients and additional clients using the Trading Strategy and/or other trading strategies. In such trading, the Sub-Investment Manager and its principals, employees and affiliates may use trading strategies that are the same as or different than the Trading Strategy used to create the Trading Strategy Portfolio. In their respective trading for clients and for their own accounts, the Sub-Investment Manager and its principals, employees and affiliates may take positions in Financial Interests that are the same as, different than or opposite to the financial interests comprising the Trading Strategy Portfolio. The Sub-Investment Manager may receive differing compensation from its clients, which may create a financial incentive to favour accounts paying higher compensation. The records of trading for such other accounts (including any proprietary accounts of the Sub-Investment Manager, its principals, employees and affiliates) will not be available for inspection except to the extent required by applicable law.

Without limiting the generality of the foregoing, Shareholders must be aware that, given a number of differences between the Sub-Fund and the other funds and accounts managed by the Sub-Investment Manager (including relative size and investment restrictions) the asset allocation and investment performance of the Trading Strategy, on the one hand, and one or more of the other funds and accounts managed by the Sub-Investment Manager, on the other hand, will differ (potentially materially). Shareholders, by way of their investment in the Sub-Fund, will have no direct interest in the Sub-Investment Manager or its other businesses and shall not be direct investors with or clients of the Sub-Investment Manager.

The employees of the Sub-Investment Manager will devote varying portions of their business time and attention to the affairs of the Sub-Investment Manager's funds and accounts (as well as to the Strategy Portfolio). Neither the Sub-Investment Manager nor any of its principals or employees is required to devote full time for their services rendered.

Various other affairs and business activities of the Sub-Investment Manager may be viewed as creating a conflict of interest in that the time and effort of the Sub-Investment Manager, its principals, employees and affiliates will not be exclusively devoted to the services rendered to the Sub-Fund. The Sub-Investment Manager shall notify the Manager in the event that any significant conflict of interests arises between its duties and obligations to the Trading Strategy Portfolio and other commitments or business relationships in which it is involved. The Manager will seek to mitigate such conflicts fairly.

Sustainability Risks

The Sub-Fund is exposed to Sustainability Risks. By implementing an exclusion policy in relation to issuers whose environmental and/or social and/or governance practices are controversial (i.e. in relation to thermal coal and companies involved in activities related to prohibited or controversial weapons), it is intended that Sustainability Risks for the Sub-Fund will be mitigated. However, no assurance can be given that Sustainability Risks will be totally removed, and the occurrence of such risks could cause a material negative impact on the value of the investments made by the Sub-Fund. Further information can be found in the "Disclosure Regulation" section of the Prospectus.

Principal Adverse Impacts

Noting that the Sub-Fund is classified under Article 6 of SFDR, PAI indicator 14 is considered for the Sub-Fund through the Manager's normative exclusion approach on controversial weapons.

REGULATORY

Increased Regulation

Events during the past few years (including market volatility and disruptions and the bankruptcy, failure, improper practices, and adverse financial results of certain financial institutions, trading firms, and private investment funds) have focused attention upon the necessity for firms to maintain adequate risk controls and compliance procedures. Recently several prominent financial market participants have failed or nearly failed to perform their contractual obligations when due, creating a period of great uncertainty in the financial markets, government intervention in certain markets and in certain failing institutions, severe credit and liquidity contractions, early terminations of transactions and related arrangements, and suspended and failed payments and deliveries. Moreover, the recent global and financial turmoil has led to financing for investments on less favourable terms than had been prevailing in the recent past. These events also have raised concerns as to the manner in which certain exchanges monitor trading activities and implement regulations to protect customer funds. Periodic market disruptions have led to increased governmental, as well as self-regulatory scrutiny of the investment fund management industry. The highly publicized uncovering of "market timing" and "late trading" strategies involving mutual fund shares, strategies which were not (and are not) engaged in by the Sub-Investment Manager, have led to ongoing scrutiny of major financial institutions, with potentially broad implications for the financial services industry.

The US Securities and Exchange Commission (the "SEC"), other regulators and self-regulatory organizations and exchanges are authorized to intervene, directly and by regulation, in certain markets, and may restrict or prohibit market practices. The length of such prohibitions and type of securities prohibited vary from country to country and may significantly affect the value of the Financial Instruments comprising the Trading Strategy Portfolio. For example, many jurisdictions have imposed restrictions and reporting requirements on short selling. In particular, the SEC suspended short selling on stocks of over 950 publicly traded companies in September 2008 and while such suspension has been lifted, reporting requirements

regarding short selling are still in effect and the SEC is currently considering several new proposals regarding the regulation of short-selling. The effect of any regulatory changes could be substantial and adverse.

Moreover, in July 2010, the US Congress enacted and the President signed into law the “Dodd-Frank Wall Street Reform and Consumer Protection Act” (the “Dodd-Frank Act”), which makes significant changes to the regulation of banks, securities firms, investment funds, investment advisers and other financial services firms. As much of the Dodd-Frank Act must be clarified and implemented by future federal agency rulemaking and interpretation over the coming months and years, the impact of the legislation is difficult to assess at this time. The regulatory environment for investment funds is evolving, and changes in the regulation may adversely affect the ability of the Sub-Fund to pursue its investment strategy, its ability to obtain leverage and financing and the value of its investments. In recent years, there has been an increase in governmental, as well as self-regulatory, scrutiny of the investment industry in general. It is impossible to predict what regulatory changes, if any, may occur.

Speculative Position Limits

The CFTC and certain exchanges have established speculative position limits on the maximum net long or short futures and options positions which any person or group of persons acting in concert may hold or control in particular futures contracts. The CFTC has adopted a rule generally requiring each domestic US exchange to set speculative position limits, subject to CFTC approval, for all futures contracts and options traded on such exchanges which are not already subject to speculative position limits established by the CFTC or such exchange. The CFTC has jurisdiction to establish speculative position limits with respect to all futures contracts and options traded on exchanges located in the United States, and any such exchange may impose additional limits on positions on that exchange. Generally, no speculative position limits are in effect with respect to the trading of forward contracts or trading on non-US exchanges (though forward contracts are subject to the Dodd-Frank Act). The Dodd-Frank Act significantly expands the CFTC’s authority to impose position limits with respect to futures contracts, options on futures contracts, swaps that are economically equivalent to futures or options on futures, swaps that are traded on a regulated exchange and certain swaps that perform a significant price discovery function.

SUBSCRIPTIONS

The Initial Offer Period for Classes of Shares in which no Shares have been issued yet (“**Unlaunched Classes**”) will run from 9.00 am (Irish time) on 2 October 2023 to 3.00 pm (Irish time) on 29 March 2024 or such earlier or later date as the Directors may determine and notify to the Central Bank. Details of which Classes are available for subscription as Unlaunched Classes are available from the Manager.

Class EB Shares are no longer available for subscription.

Class O and C Shares shall be reserved and offered solely and exclusively to Société Générale and its subsidiaries (including funds and investment companies mainly held by Société Générale and its affiliates) or any other person as may be determined by the Company, to the exclusion of any other person.

The Class I Shares and Class ID Shares are available to:

- financial intermediaries and distributors that are prohibited by local laws or regulations applicable to them to receive and / or keep any commissions on management fees;
- financial intermediaries and distributors providing portfolio management and investment advisory services on an independent basis (for financial intermediaries and distributors which are incorporated in the European Union, those services being as defined by EU Directive 2014/65/EU on markets in financial instruments (“**MiFID II**”));
- financial intermediaries and distributors providing investment advisory services on a non-independent basis (for financial intermediaries and distributors which are incorporated in the European Union, those services being as defined by MiFID II) and who have agreed with their client not to receive and retain any commissions on management fees; and
- any other investors who do not receive any commissions on management fees.

Portions of management fees related to the Class I Shares and Class ID Shares may be paid by the Manager to information agents or entities involved in the settlement process of orders.

During the Initial Offer Period, the Unlaunched Classes will be available at a fixed initial offer price per Share as set out in the “*Summary of Shares*” section below. In order to receive Shares at the close of the Initial Offer Period a properly completed, signed Subscription Application Form which satisfies the application requirements, including but not limited to, full Anti-Money Laundering documentation, must be received at any time from the commencement of the Initial Offer Period up to 5.00 pm (Irish time) on the relevant closing date above, or such later time on the closing date as the Directors may determine. Appropriate cleared subscription monies must be received by the Registrar and Transfer Agent no later than 5.00 pm (Irish time) on the relevant closing date, or such later date as the Directors may determine. Settlement of Shares subscribed for during the Initial Offer Period will be before the fifth Business Day following the relevant closing date or such earlier or later date as the Directors may determine.

Following the Initial Offer Period, Shares in the Sub-Fund will be issued in accordance with the provisions set out in the “*Subscriptions for Shares*” section of the Prospectus.

Notwithstanding the settlement provisions in the Prospectus, actual settlement of the subscription of Shares at the relevant Net Asset Value per Share must occur within (i) three (3) Business Days following the relevant Valuation Day for Share Classes denominated in EUR, USD and GBP (ii) four (4) Business Days following the relevant Valuation Day for Share Classes denominated in CHF, JPY, SEK and NOK, provided that a signed Subscription Application Form is received by the Registrar and Transfer Agent no later than the relevant Dealing Deadline in accordance with the provisions of the “Subscriptions” section of the Prospectus.

The Directors or the Manager (or its duly appointed delegates) may, in their discretion, refuse to accept new or additional subscriptions for Shares, in whole or in part, for any reason.

REDEMPTIONS

Redemption of Shares at the relevant Net Asset Value per Share will be settled within five (5) Business Days following the relevant Valuation Day. Please note that actual settlement of the redemption is expected to occur within (i) three (3) Business Days following the relevant Valuation Day for Share Classes denominated in EUR, USD and GBP and (ii) four (4) Business Days following the relevant Valuation Day for Share Classes denominated in CHF, JPY, SEK and NOK, provided that a signed Redemption Request Form or an Electronic Redemption is received by the Registrar and Transfer Agent no later than the relevant Dealing Deadline in accordance with the provisions of the “*Redemptions of Shares*” section of the Prospectus. Settlement of redemption proceeds will take place in accordance with the Prospectus.

As per the provisions set out in the Prospectus, redemptions proceeds will only be released where the Registrar and Transfer Agent holds full original anti-money laundering documentation.

SUMMARY OF SHARES

Details of the available Classes are set out below. Additional Classes may be added in the future in accordance with the requirements of the Central Bank. Where a Class is denominated in a currency other than the Base Currency, it is intended that the currency exposure of that Class to the Base Currency of the Sub-Fund will be hedged to the relevant Reference Currency (such Reference Currency being set out in the tables below), as set out under “Share Class Hedging” in the Prospectus.

Shares are freely transferable subject to and in accordance with the provisions of the Articles and as set out in the Prospectus.

The Directors, the Manager (or its duly appointed delegates) may, in their sole discretion, waive the Minimum Initial Subscription, minimum subsequent subscription and/or minimum holding amounts from time to time.

Distributions

- **Distributing Share Classes**

The Company will declare a dividend consisting of the net income and realised and unrealized gains net of realised and unrealised losses, if any, of the Sub-Fund attributable to Class ID and Class AD Shares on or about the last Valuation Day of the first Fee Period of each Accounting Period in respect of the previous Accounting Period. Any such dividend will be paid to the Shareholders of record of the Sub-Fund within ten (10) Business Days.

Each dividend declared by the Company on the outstanding Class ID and Class AD Shares of the Sub-Fund will be paid in cash.

Upon the declaration of any dividends to the Shareholders of the Sub-Fund, the Net Asset Value per Share of the relevant Class of the Sub-Fund will be reduced by the amount of such dividends. Payment of the dividends will be made to the address or account indicated on the register of Shareholders, as may be amended from time to time.

Any dividend paid on a Share of the Sub-Fund that has not been claimed within six years of its declaration will be forfeited and will be paid for the benefit of the Fund. No interest will be paid on any dividend.

- **Capitalizing Share Classes**

It is not intended to declare any dividends in respect of the Class SI, Class I, Class A, Class EB, Class O and Class C Shares in the Sub-Fund.

Fees and Expenses

Investors should refer to the section “Fees and Expenses” in the Prospectus for details of the fees and expenses applicable to the Company and also the Sub-Fund. Specific fees applicable to each Class are set out below.

Administrative Expenses Fee

The Sub-Fund shall be subject to an Administrative Expenses Fee at a rate of up to 0.25% of the Net Asset Value of each Class of the Sub-Fund per annum, out of which will be paid the fees and expenses of the Depositary, the Administrator, the Registrar and Transfer Agent and each of their delegates or any other delegate of the Manager in respect of the performance of their duties on behalf of the Company and other Administrative Expenses as described in the Prospectus, as well as the establishment and organisational expenses of the Sub-Fund described under “*Establishment and Organisational Expenses*” in the Prospectus and the miscellaneous fees and expenses in respect of or attributable to the Sub-Fund described under “*Miscellaneous Fees, Costs and Expenses*” in the Prospectus. The Administrative Expenses

Fee shall include the costs of any research payment account operated by the Sub-Investment Manager to discharge research cost incurred in respect of the Sub-Fund. The Administrative Expenses Fee shall accrue on each Valuation Day and be payable in arrears quarterly (each such period a “**payment period**”). The fees of any sub-custodian appointed by the Depositary will not exceed normal commercial rates.

Management Fee

Notwithstanding anything in the Prospectus to the contrary, the Manager shall be entitled to receive a Management Fee payable out of the assets of each Class and shall share such Management Fee with the Sub-Investment Manager, in accordance with the provisions of the Sub-Investment Management Agreement. The portion of the Management Fee in respect of any Class (each portion being a “Class Management Fee”) shall not exceed an amount equal to the portion of the Net Asset Value of the Sub-Fund attributable to such Class multiplied by the Class Management Fee Rate set out in the table below and multiplied by the number of calendar days for the relevant period divided by 365. It shall be calculated and accrued on a day to day basis and paid quarterly in arrears in USD regardless the performance of the Sub-Fund. Such Class Management Fee will be payable to the Manager which will in turn remit a portion of such Class Management Fee to the Sub-Investment Manager.

Class Performance Fee

In addition to the Class Management Fee, a Class Performance Fee equal to the Class Performance Fee Rate of up to 20% set out in the table below per annum multiplied by the net realised and unrealised appreciation of the Net Asset Value (before deducting any Class Performance Fee) of the relevant Class (over a high water mark, as set out below) shall be calculated and payable in USD at the end of each year ending the last Valuation Day of December (thereafter, the “**Fee Period**”).

Investors should note that:

- The reference for evaluating the Net Asset Value of the relevant Class for the purpose of calculating the Class Performance Fee, shall be the Net Asset Value of such Class before being reduced by the Class Performance Fee of the relevant Fee Period, in the best interests of Shareholders; for the purpose of this section (the “**Gross NAV**”). The Class Performance Fee will be calculated subject to the high water mark mechanism described below.
- The method used to evaluate the appreciation of the Net Asset Value of a Class for the determination of the Class Performance Fee is subject to a high water mark whereby the Class Performance Fee shall apply only when the Gross NAV of the relevant Class exceeds the highest NAV ever reached by the so-said Class (by reference to the end of each Fee Period and adjusted by the effects of subscriptions and redemptions).
- For the initial Fee Period, the initial offer price of the relevant Class will be the starting point for the high water mark.

The Class Performance Fee will be payable to the Manager who shall be responsible for discharging from this fee the remuneration due to the Sub-Investment Manager. The value of the Trading Strategy, as well as the amount of the Class Management Fee and the Class Performance Fee borne by the Sub-Fund, will be calculated in US Dollars.

Investors should note that the Sub-Fund does not perform equalization for the purposes of determining the Class Performance Fee. The current methodology for calculating the Class Performance Fee involves accruing the Class Performance Fee on each Valuation Day. Investors may therefore be advantaged or disadvantaged as a result of this method of calculation, depending upon the Net Asset Value of the relevant Class at the time an investor subscribes or redeems relative to the overall performance of the Class during the relevant Fee Period. Potential investors and the Shareholders should fully understand the Class Performance Fee methodology when considering an investment in the Sub-Fund.

The calculation of the Class Performance Fee will be carried out by the Administrator and verified by the Depositary, and not open to the possibility of manipulation.

Examples below show how the Class Performance Fee is calculated using the high water mark mechanism described below. Please note that for ease of understanding, we take the assumption there is no subscription or redemption in the examples provided below.

The “High Water Mark” or “HWM” is a performance measure that is used to ensure that a Class Performance Fee is only charged where the Gross NAV has increased over the course of the Fee Period. The High Water Mark is based on the Net Asset Value of the relevant Class on the last Business Day of the Fee Period where a Class Performance Fee is payable. If no Class Performance Fee is payable at the end of the Fee Period, the High Water Mark will remain unchanged as of the end of the prior Fee Period.

Year	Gross NAV	HWM	Class Performance Fee	Net Asset Value	Performance fee paid?
Inception				100	
1	110	100	2	108	Yes
2	90	108	-	90	No
3	120	108	2.4	117.6	Yes
4	130	117.6	2.48	127.52	Yes

Inception:

Launch of the relevant Class at a NAV of 100 USD.

End of Year 1:

- *At the end of the Fee Period 1: the Gross NAV (i.e. NAV before Class Performance Fee) is 110 USD;*
- *The High Water Mark is to 100 USD;*
- *The excess performance is: $110 - 100 = 10$ USD;*
- *The Class Performance Fee is equal to: $10 \text{ USD} \times 20\% = 2 \text{ USD}$;*
- *The NAV (net of performance fee) is then equal to: $110 - 2 = 108 \text{ USD}$.*

End of Year 2:

- *At the end of the Fee Period 2: the Gross NAV is 90 USD;*
- *The High Water Mark is equal to 108 USD;*
- *There is no performance fee as the Gross NAV (=90 USD) is below the HWM (=108 USD).*

End of Year 3:

- *At the end of the Fee Period 3: the Gross NAV is 120 USD;*
- *The High Water Mark is still equal to 108 USD;*
- *The excess performance is: $120 - 108 = 12$ USD;*
- *The Class Performance Fee is equal to: $12 \text{ USD} \times 20\% = 2.4 \text{ USD}$;*
- *The NAV will be then equal to: $120 - 2.4 = 117.6 \text{ USD}$.*

End of Year 4:

- *At the end of the Fee Period 4: the Gross NAV is 130 USD;*
- *The High Water Mark is equal to 117.6 USD;*
- *The excess performance is: $130 - 117.6 = 12.4 \text{ USD}$;*
- *The Class Performance Fee is equal to: $12.4 \text{ USD} \times 20\% = 2.48 \text{ USD}$;*
- *The NAV will be then equal to: $130 - 2.48 = 127.52 \text{ USD}$.*

Establishment and organisational expenses

The establishment and organisational expenses of the Sub-Fund did not exceed €90,000 and are being amortised over the first five (5) annual accounting periods of the Sub-Fund.

Others

Investors should also note that as the Sub-Fund is seeking to get exposure to the Trading Strategy, investments in the Sub-Fund are impacted by the fees and expenses related to the implementation of the Trading Strategy either directly where the Sub-Investment Manager implements the Trading Strategy or indirectly where the Sub-Fund obtains exposure through one or more total return swaps. Consequently, the return of the Sub-Fund will be impacted by costs that reflect the notional costs that would be charged to an investment fund seeking to deploy an investment portfolio replicating the Trading Strategy Portfolio (e.g. brokerage expenses related to executing brokers, administration and custody fees, foreign exchange hedging, taxes applicable on investment transactions and/or on portfolio holdings and the allocations to cash etc).

Summary of Class I Shares

Class Name	I - USD	I - EUR	I - JPY	I - CHF	I – GBP	I - SEK	I - NOK	I - SGD
Reference Currency	USD	EUR	JPY	CHF	GBP	SEK	NOK	SGD
Initial Subscription price	USD 100	EUR 100	JPY 10,000	CHF 100	GBP 100	SEK 1000	NOK 1000	SGD 100
Minimum Initial Subscription Amount	USD 100,000	EUR 100,000	JPY 10,000,000	CHF 100,000	GBP 100,000	SEK 1,000,000	NOK 1,000,000	SGD 100,000
Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.
Redemption Charge	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class SI Shares

Class Name	SI - USD	SI - EUR	SI - JPY	SI - CHF	SI - GBP	SI-2-GBP	SI - SEK	SI - NOK
Reference Currency	USD	EUR	JPY	CHF	GBP	GBP	SEK	NOK
Initial Subscription price	USD 100	EUR 100	JPY 10,000	CHF 100	GBP 100	GBP 100	SEK 1000	NOK 1000
Minimum Initial Subscription Amount	USD 15,000,000	EUR 15,000,000	JPY 1,500,000,000	CHF 15,000,000	GBP 15,000,000	GBP 100,000,000	SEK 150,000,000	NOK 150,000,000
Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 1.20% p.a.	Up to 1.20% p.a.	Up to 1.20% p.a.	Up to 1.20% p.a.	Up to 1.20% p.a.	Up to 1.20% p.a.	Up to 1.20% p.a.	Up to 1.20% p.a.
Redemption Charge	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class ID Shares

Class Name	ID - USD	ID - EUR	ID - JPY	ID - CHF	ID - GBP	ID - SEK	ID - NOK
Reference Currency	USD	EUR	JPY	CHF	GBP	SEK	NOK
Initial Subscription price	USD 100	EUR 100	JPY 10,000	CHF 100	GBP 100	SEK 1000	NOK 1000
Minimum Initial Subscription Amount	USD 100,000	EUR 100,000	JPY 10,000,000	CHF 100,000	GBP 100,000	SEK 1,000,000	NOK 1,000,000
Minimum Activation Amount	USD 5,000,000	EUR 5,000,000	JPY 500,000,000	CHF 5,000,000	GBP 5,000,000	SEK 50,000,000	NOK 50,000,000
Minimum Holding	None	None	None	None	None	None	None
Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.	Up to 1.40% p.a.
Redemption Charge	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class A Shares

Class Name	A - USD	A - EUR	A - JPY	A - CHF	A - GBP	A - SEK	A - NOK	A-2-GBP	A - SGD
Reference Currency	USD	EUR	JPY	CHF	GBP	SEK	NOK	GBP	SGD
Initial Subscription price	USD 100	EUR 100	JPY 10,000	CHF 100	GBP 100	SEK 1000	NOK 1000	GBP 100	SGD 100
Minimum Initial Subscription Amount	USD 10,000	EUR 10,000	JPY 1,000,000	CHF 10,000	GBP 10,000	SEK 100,000	NOK 100,000	GBP 10,000	SGD 10,000
Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.
Redemption Charge	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class AD Shares

Class Name	AD - USD	AD - EUR	AD - JPY	AD - CHF	AD - GBP	AD - SEK	AD - NOK
Reference Currency	USD	EUR	JPY	CHF	GBP	SEK	NOK
Initial Subscription price	USD 100	EUR 100	JPY 10,000	CHF 100	GBP 100	SEK 1000	NOK 1000
Minimum Initial Subscription Amount	USD 10,000	EUR 10,000	JPY 1,000,000	CHF 10,000	GBP 10,000	SEK 100,000	NOK 100,000
Minimum Activation Amount	USD 5,000,000	EUR 5,000,000	JPY 500,000,000	CHF 5,000,000	GBP 5,000,000	SEK 50,000,000	NOK 50,000,000
Minimum Holding	None	None	None	None	None	None	None
Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.
Redemption Charge	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class EB Shares

Class Name	EB - USD	EB - EUR	EB - JPY	EB - CHF	EB - GBP	EB - SEK	EB - NOK
Reference Currency	USD	EUR	JPY	CHF	GBP	SEK	NOK
Initial Subscription price	USD 100	EUR 100	JPY 10,000	CHF 100	GBP 100	SEK 1000	NOK 1000
Minimum Initial Subscription Amount	USD 100,000	EUR 100,000	JPY 10,000,000	CHF 100,000	GBP 100,000	SEK 1,000,000	NOK 1,000,000
Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 1.00% p.a.	Up to 1.00% p.a.	Up to 1.00% p.a.	Up to 1.00% p.a.	Up to 1.00% p.a.	Up to 1.00% p.a.	Up to 1.00% p.a.
Redemption Charge	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%	Up to 3%
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class O Shares

Class Name	O-EUR	O-USD	O-GBP	O-2-GBP	O-CHF
Reference Currency	EUR	USD	GBP	GBP	CHF
Initial Subscription price	€100	US\$100	GBP 100	GBP 100	CHF 100
Minimum Initial Subscription Amount	Equivalent to €15,000,000	Equivalent to €15,000,000	Equivalent to €15,000,000	Equivalent to €15,000,000	Equivalent to €15,000,000
Class Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class C Shares

Class Name	C-EUR	C-USD	C-GBP	C-CHF
Reference Currency	EUR	USD	GBP	CHF
Initial Subscription price	€100	US\$100	GBP 100	CHF 100
Minimum Initial Subscription Amount	€10,000	Equivalent to €10,000	Equivalent to €10,000	Equivalent to €10,000
Class Sales Charge	Up to 5%	Up to 5%	Up to 5%	Up to 5%
Class Management Fee Rate	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.	Up to 2.15% p.a.
Class Performance Fee Rate	Up to 20%	Up to 20%	Up to 20%	Up to 20%

Summary of Class AA Shares

Class Name	Class AA - USD
Reference Currency	USD
Initial Offer Price	USD 100
Minimum Initial Subscription Amount	USD 10 000
Minimum Holding	None
Sales Charge	Up to 5%
Redemption Charge	Up to 3%
Class Management Fee Rate	Up to 2.3%
Class Performance Fee Rate	Up to 20%

Summary of Class IA Shares

Class Name	Class IA - USD
Reference Currency	USD
Initial Offer Price	USD 100
Minimum Initial Subscription Amount	USD 100 000
Minimum Holding	None
Sales Charge	Up to 5%
Redemption Charge	Up to 3%
Class Management Fee Rate	Up to 1.8%
Class Performance Fee Rate	Up to 20%